



BID DOCUMENT

Annual Maintenance Contract of IT items at CGCRI,
Kolkata
for a period of 2 (Two) Years
[Initially for 1 year which may be extended for further
1 year based on satisfactory performance].

Through “Submission of offer
in Two-Bid Format”

**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/AMC/60/PB/DB/OTE/22-23

**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.**

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. Tender documents may be downloaded from Central Public Procurement Portal <https://www.etenders.gov.in>. Aspiring bidders who have not enrolled / registered in e-procurement should enrol / register before participating through the website <https://www.etenders.gov.in>. The portal enrolment is free of cost. Bidders are advised to go through the instructions provided at “Instructions for online bid submission”.

2. Tenderers can access tender documents on the website (for searching in the NIC site <https://www.etenders.gov.in>, kindly go to Tender Search option, select tender type and select Council of Scientific and Industrial Research in organization tab and select CSIR-CGCRI, Kolkata in department type. Thereafter, click on “Search” button to view all CSIR-CGCRI, Kolkata tenders). Select appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://www.etenders.gov.in>.

3. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etender.gov.in/eprocure/app>.

REGISTRATION

4. Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: <https://etender.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charges.

5. As part of the enrolment process, the bidder will be required to choose a unique username and assign a password for their accounts.

6. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

7. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode /eMundra etc.), with their profile.

8. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

9. Bidder then in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS

10. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

11. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tender' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.

12. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

13. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

14. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

15. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS /RAR/ DWF /JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

16. To avoid the time and effort required in uploading the same set of slandered documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g PAN card copy, annual reports, auditor certificate etc.) has been provided to the bidders. Bidders cab use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the

“ My space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part Technical Bid.

SUBMISSION OF BIDS

17. 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.

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

19. 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.

20. 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.

21. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

22. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

23. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

24. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

26. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender of the relevant contact person indicated in the tender.

27. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

28. Tenderer are advised to follow the instructions provided in the ‘Instructions to the Tenderer’ for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement <https://www.etenders.gov.in>.

INVITATION FOR BIDS / NIT

01. Director, CSIR- Central Glass & Ceramic Research Institute, Kolkata, invites sealed bids from manufacturers, their authorised distributors and Indian Agent of Foreign principals, if any, for AMC of items listed below:

| Sl..No. | Tender No. | Description of items | Single/ Double bid | Bid Security (EMD) (in Indian Rupees) |
|---------|---------------------------|---|-----------------------|---|
| 01 | P/AMC/60/PB/D B/OTE/22-23 | Maintenance Contract of IT items at CGCRI Kolkata for a period of 2 (Two) years. Initially for 1 year which may be extended for further 1 year based on satisfactory performance | Two-bid system | Rs.50000.00 Original EMD (DD/BG) may be submitted to the Purchase Section, CSIR-CGCRI before the due date and time of opening of technical bid. Copy of EMD may also be attached with the technical bid and same may be submitted online through NIC's CPP Portal. |

Pre-bid conference (PBC) will be held on 29/08/2022 at 12.00 Noon physically and also through MS Teams.

PERIOD OF AMC: 2 (Two) years from the date of Work Order.

- **Initially for 1 year which may be extended for further 1 year based on satisfactory performance.**

02. 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

03. A Pre-bid Conference will be held on **29.08.2022 at 12:00 Noon (IST)** in **CSIR- Central Glass & Ceramic Research Institute, 196 Raja S.C. Mullick Road, Kolkata- 700032.** All prospective bidders are requested to kindly submit their queries, if any to the address indicated above so as to reach the **Stores & Purchase Officer, CSIR-CGCRI, Kolkata (email: purchase@cgcric.res.in)** latest by **25.08.2022 at 5:00 PM.**

04. The complete bidding documents can be downloaded directly from our website www.cgcric.res.in and Central Public Procurement Portal (<https://etenders.gov.in/e procure/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-CGCRI payable at Kolkata, West Bengal, India.

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-CGCRI, 196, Raja S. C. Mullick Road, Jadavpur, Kolkata-700032 before the date and time mentioned in the Critical Date Sheet.

Whenever the bidder chooses to submit the Bid Security (EMD) 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.

Bids of those tenders whose EMD are not received within the deadline will be summarily rejected. Any postal delay in this respect will not be entertained.

05. In the event of the dates specified for bid opening being declared as closed holiday for Purchaser's Office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

06. 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 of 50% 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.

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



Stores & Purchase Officer

CSIR-CGCRI, KOLKATA

(For and on behalf of Council of Scientific & Industrial Research)

अंजनी कुमार पाण्डेय/Anjani Kumar Pandey
भण्डार एवं क्रय अधिकारी/Stores & Purchase Officer
सोएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्थान
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, राजा एस. सी. मल्लिक रोड / 196, Raja S. C. Mullick Road
कोलकाता / Kolkata- 700 032

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CRITICAL DATE SHEET

| Sl. No. | Stage | Date & Time |
|----------------|--|--------------------------------|
| 1. | Publish Date & Time | 19/08/2022 6:00 PM |
| 2. | Tender document Download Start Date & Time | 19/08/2022 6:00 PM |
| 3. | Pre-bid Conference | 29/08/2022 12 Noon |
| 4. | Date for displaying of final and frozen technical specifications/any modification and amendment to the tender document by CSIR-CGCRI after Pre-Bid Conference in CGCRI website | 31/08/2022 |
| 5. | Bid Submission Start Date & time | 01/09/2022 6:00 PM |
| 6. | Last Date & Time of submission of Bid/ Quotation (Bid Submission closing date) | 10/09/2022 6:00 PM |
| 7. | Bid Security (EMD) submission End Date & Time | 10/09/2022 6:00 PM |
| 7. | Bid Opening Date & Time | 12/09/2022 11:30 AM |

CHAPTER - 1
INSTRUCTIONS TO BIDDERS

A Introduction

1.1. Eligible Bidders --- This may be read in associations with the terms & conditions as mentioned in Chapter-4

- 1.1.1 This Invitation for Bids is open to all suppliers registered on Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>) subject to **Para 06** of the invitation for bids/NIT.
- 1.1.2 A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 1.1.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:
- (a) In case of proprietary MSE, proprietor(s) shall be SC /ST.
 - (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty one percent) shares in the unit.
 - (c) In case of Private Limited Companies, at least 51% (fifty one percent) share shall be held by SC/ST promoters.
- 1.1.4 MSEs owned by women shall also be determined as per the above analogy/criteria.
- 1.1.5 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.6 Bids would be accepted 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.

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

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

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

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

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-motto 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.

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 **8** Chapters as under:

| | |
|------------|---|
| Chapter 1: | Instructions to Bidder (ITB) |
| Chapter 2: | General Conditions of Contract (GCC) and Special Condition of Contract (SCC) |
| Chapter 3: | Schedule of Requirements |
| Chapter 4: | Specifications and Allied Technical Details |
| Chapter 5: | Price Schedule Forms |
| Chapter 6: | Qualification requirements |
| Chapter 7: | Contract Form |
| Chapter 8: | Other Standard Forms comprising: |
| | (1) Bidder Information Form |
| | (2) Manufacturer's Authorization Form (MAF); |
| | (3) Bid Security Form |
| | (4) Bid Securing declaration |
| | (5) Performance Statement form |
| | (6) Deviation Statement Form; |
| | (7) Service Support details; |
| | (8) Bid form |
| | (9) Performance Security Form; |
| | (10) Acceptance Certificate Form |
| | (11) Integrity pact |
| | (12) Format for declaration by the bidder for code of integrity and Conflict of interest. |
| | (13) Financial Statement of the Tenderer |

| | |
|--|--|
| | (14) Organization Chart with Technical Qualification /Power of Attorney. |
| | (15) Price Schedule Form in Foreign Currency |
| | (16) Price Schedule Form in Indian Currency |
| | (17) Self certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy. |
| | (18) Declaration of Eligibility Bidders. |
| | (19) Checklist |
| | (20) Compliance Statement Form |
| | (21) 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. |

1.5.2 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.
- 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 intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.
- 1.9.2 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.

1.10.1 **Documents comprising the bid**

The bid prepared by the Bidder shall include documents as under:

A. Technical bid (COVER-1)

| Sl. No. | Name of Document |
|----------------|--|
| (a) | Bidder Information Form |
| (b) | Declaration abiding by the Code of Integrity and no conflict of interest for public procurement; |
| (c) | Self-Certification regarding land border sharing with India. (Annexure XXI) Note: Bidders not submitting the above certificate will be considered as non-responsive and liable to be summarily rejected |
| (d) | Bid security as specified in the Invitation to Bids--- EMD for Rs. 50,000/- (Rupees Fifty Thousand only) --- To be submitted before opening of the Technical-Bid and copy of the same may be enclosed with Technical-Bid. If EMD is not submitted then offer will be rejected. Exemption will be given to MSE firms as per the extant rule provisions as per guidelines of GOI. |
| (e) | Service support details form |
| (f) | Deviation Statement Form |
| (g) | Performance Statement Form; |
| (h) | Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted |
| (i) | Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not. |
| (j) | Declaration of Eligibility Bidders |
| (k) | Compliance Statement Form |
| (l) | Valid ISO Certificate. |
| (m) | GST Registration Certificate, Income Tax Registration (PAN), Service Tax Registration. |

| | |
|-----|---|
| (n) | Copy of audited and certified balance sheet for the last 04 financial years. If balance sheet is not audited for the last year, the vendors may provide last 04 years audited balance sheets along with last year's unaudited balance sheet. Last 4 years balance sheet is mandatory to support the turnover claim. |
| (o) | Supporting documents establishing minimum 3 yrs experience for AMC during last 5 years. Copies of such experiences to be submitted. (MSME / NSIC may get exemption as per Govt. rule.) |
| (p) | List of Service / Repair Centre located in Kolkata with contact details of Service Engineers. Firm registration certificate must be attached with Technical Bid. |
| (q) | Valid Certificate from Kolkata Notified Area Committee & Trade License. Copy of certificate to be enclosed with Technical Bid. If it is felt by decision making committee that firm is reputed and undertakes to set-up an office in Kolkata, then the terms as per Point (v) and (vi) may be waived. But firm must submit the undertaking along with Technical bid that they will setup office in Kolkata if order is placed on them. Committee decision will be final in this regard. |
| (r) | Declaration that the bidder has not been Black listed by any of the Government Agency in the past years for any reasons whatsoever. |
| (s) | Declaration signed by the bidder to the effect that all the terms and conditions of the Tender Document have been accepted without any reservations or objections. |
| (t) | Copies of Work Orders /Contracts issued by organizations and related to Maintenance Service Contract of a nature similar to that specified in this Tender Document. |
| (u) | Copies of Certificates /documents establishing successful & satisfactory rendering of services with respect to the Work Orders as referred in Chapter-4. Such Certificates should be issued by the Heads of the respective Institutes / Organizations or any other competent authority. |
| (v) | Technical Quotation |

B Price bid (COVER-2)

| Sl. No. | Name of Document |
|----------------|--------------------------------|
| (a) | Bid form |
| (b) | Bill of Quantities (BOQ) |
| (c) | Applicable Price Schedule Form |
| (d) | Price Bid |

Bidder will furnish the Unit Price and total Bid price of the Services offered in the format prescribed for the purpose (Annexure -I). The format should not be altered or modified.

Service Tax as applicable should be entered separately.

The Price quoted by the bidder will remain fixed during the performance of the contract and will not be subject to variation on any account.

The Priced Bid will contain the Price quoted by the bidder in the format prescribed for the purpose

Before submission of bid, on prior appointment one can visit institute n/w setup and for clarification can meet Head, Computer Department.

At the time of submission of bid, it shall be ensured that all documents except for unamended printed literature, brochures etc. are attested/signed by the bidder or any other person/ persons authorized to bind the bidder to the contract. Any cuttings, erasures, interlineations etc. shall be considered to be valid only if they are initialed by the person /persons signing the bid.

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 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/services it proposes to supply under the contract.

1.12.2

If there is no mention of taxes such offer shall be rejected as incomplete.

1.12.3

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

1.12.4

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.

1.12.9

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.

1.12.5

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

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

1.13. Bid Currencies

Prices shall be quoted in Indian Rupees only.

SINCE IT IS DOMESTIC BIDDING, PROSPECTIVE BIDDERS SHALL NOT BE ALLOWED TO OFFER PRICES FOR SERVICES FROM OUTSIDE INDIA IN FOREIGN CURRENCY.

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. ---- Not Applicable.

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 services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data, and shall consist of **as per Chapter-4.**

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

1.16. Bid Security --- EMD for Rs. 50,000/- (Rupees Fifty Thousand only) --- To be submitted before opening of the Technical-Bid and copy of the same may be enclosed with Technical-Bid. If EMD is not submitted then offer will be rejected. Exemption will be given to MSE firms as per the extant rule provisions as per guidelines of GOI.

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. 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 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.

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 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.

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 120 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 (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 (Two-Bid Format is applicable in the present case)** as specified in the Invitation for Bids.
- 1.18.2 In case the bids are invited on **two-bid system (applicable in this case)**, 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 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.
- 1.18.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

D. Submission and sealing of Bids

1.19. Submission, Sealing and Marking of Bids

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).

1.20. 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.

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

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.

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 this tender enquiry have been provided, and to determine the completeness of each document submitted.

1.26.2

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

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

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

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

- (vi) The goods/**services** quoted are sub-standard, not meeting the required specification, etc.
- (vii) Against the Price-schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (viii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

1.27 Bidder's right to question rejection.

1.27.1

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

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

- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.27.2

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

1.28 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 and the SCC 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 this tender enquiry, 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 tender enquiry , it shall reject the Bid.

1.31 Conversion to Single Currency --- Not Applicable.

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 ---- This may be read in association with the terms & conditions as mentioned in Chapter-4

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 06 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 up to 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, irrespective of value:

(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 which should fall within the margin of purchase preference of 20%. The contract for that quantity shall be awarded to such local supplier, who matches the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. The contract shall be awarded accordingly. In case some quantity is still left uncovered on the part of local suppliers, the balance quantity may also be ordered to the L1 bidder.

(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%. Accordingly, the contract shall be awarded to the local supplier 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. This may be repeated until all the local suppliers are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.

1.32.4

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 percent) 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 in association with the terms & condition as mentioned in Chapter-4.

1.32.8

The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with the terms & conditions of this tender enquiry.

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 and terms & conditions of this tender enquiry.

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

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

1.36 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 Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.

1.38 Option Clause --- Not applicable.

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 this tender enquiry, 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 twenty-one (21) 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 of order/signing of contract, failing which it shall

be presumed that the vendor is not interested and his bid security is liable to be forfeited.

1.42.2

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 --- Applicable @3% of the contract value.

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) --- Applicable. Pl. see the “Critical Date Sheet”.

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 and <https://etenders.gov.in/eprocure/app>. 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.

1.45 Integrity Pact --- Not Applicable

1.45.1

Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

1.45.2

The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in

any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- iv) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- v) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- vi) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- vii) Integrity Pact lays down the punitive actions for any violation.

1.45.3

Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder

shall be considered to be a non-responsive bid and shall be rejected straightway.

1.45.4

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

1.45.5

The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

1.45.6

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.

1.45.7

The model format of IP.

CHAPTER 2

CONDITIONS OF CONTRACT

A GENERAL CONDITIONS OF CONTRACT (GCC)

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 fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.5 Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified **in 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 Incidental Services

2.14.1

The supplier may be required to provide any or all of the services as specified in chapter 4.

2.15 Terms of Payment

2.15.1

The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC. --- **Please see payment terms in Chapter 4.**

2.15.2

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

2.15.3

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.

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

2.16 Change Orders and Contract Amendments --- Pl. see Chapter-4.

2.17 Assignment

2.17.1

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.

2.18 Subcontracts

2.18.1

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.

2.19 Extension of time.

2.19.1

Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. --- **Pl. see Chapter-4.**

2.19.2

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.

2.19.3

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.

2.20 Liquidated Damages --- Pl. see the Chapter-4 for Penalty Clause.

2.20.1

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.

2.21 Termination for Default

2.21.1

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.

2.21.2

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.

2.22 Force Majeure

2.22.1

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.

2.22.2

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.

2.22.3

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.

2.22.4

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.

2.23 Termination for Insolvency

2.23.1

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.

2.24 Termination for Convenience

2.24.1

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.

2.24.2

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.

2.25 Settlement of Disputes

2.25.1

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.

2.25.2

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.

2.25.3

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

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, 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.

(b) "Arbitration Clause" in the domestic agreement will be as under:-

"ARBITRATION"

1. In the event of any question /dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required.

3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause."

~~(c) 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.~~

2.25.4

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

2.25.5

Notwithstanding, any reference to arbitration herein,

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

2.26 Governing Language

2.26.1

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.

2.27 Applicable Law

2.27.1

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.

2.28 Notices

2.28.1

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.

2.28.2

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

2.29 Taxes and Duties

2.29.1

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.

2.29.2

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

2.29.3

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.

2.29.4

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

2.30 Protection against Damage

2.30.1

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.

2.31 Risk Purchase Clause

2.31.1

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.

2.32 Integrity Pact --- Not Applicable in this case.

2.32.1

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

2.33 Order Acceptance

2.33.1

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.



Stores & Purchase Officer
CSIR-CGCRI, KOLKATA

For and on behalf of Council of Scientific & Industrial Research

अंजनी कुमार पाण्डेय/Anjani Kumar Pandey
खण्डार एवं क्रय अधिकारी/Stores & Purchase Officer
सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्थान
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, राजा एस. सी. मुल्लिक रोड / 196, Raja S. C. Mullick Road
कोलकाता / Kolkata- 700 032

B SPECIAL CONDITIONS OF CONTRACT

Table of Contents

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 3 % of the contract value covering 2 (Two) months beyond AMC Period. |
| 4 | GCC 2.15.1 | <u>Payment for Services :-</u> The payment shall be made in Indian Rupees, as follows: Payment shall be made on <u>Quarterly basis</u> against submission of Pre-receipted bills duly supported by a Certificate issued by the Instrumentation and |

| | | |
|---|------------|---|
| | | <p>Information Technology Department, CSIR-CGCRI stating that the services have been performed satisfactorily.</p> <p>The Performance Security equivalent to 3% of Work Order value has to be submitted to this Institute within 21 days from receipt of Work Order.</p> <p>The Performance Security of 3% (Three percent) of value of Work Order should be valid till 60 (Sixty) days after expiry of Contract Period. This Security Deposit will be returned, without any interest only after satisfactory completion of all contractual obligations.</p> <p>The Security Deposit will be forfeited in case it is established that the firm has failed to perform its contractual obligations to the entire satisfaction of this Institute (CSIR-CGCRI, Kolkata).</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> |
| 5 | GCC 2.20.1 | Pl. see Chapter-4 for Penalty Clause. |
| 6 | GCC 2.27.1 | The place of jurisdiction is Kolkata, West Bengal, India. |
| 7 | GCC 2.28.1 | <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> |
| 8 | GCC 2.32.1 | The integrity pact is not to be signed. |
| 9 | GCC 2.32.2 | <i>The name and contact details of the IEMs are as under:</i> |

| | | |
|----|------------|--|
| | | NOT APPLICABLE |
| 10 | GCC 1.25.3 | <i>Purchase Preference Make in India – Applicable</i> |
| 11 | GCC 1.25.3 | <i>Purchase Preference MSE – Applicable</i> |



Stores & Purchase Officer
CSIR-CGCRI, KOLKATA

For and on behalf of Council of Scientific & Industrial Research

अंजनी कुमार पाण्डेय/Anjali Kumar Pandey
घण्टार एवं क्रय अधिकारी/Stores & Purchase Officer
सीएसआईआर - केन्द्रीय काँच एवं सिरेमिक अनुसंधान संस्थान
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, राजा एस. सी. मल्लिक रोड / 196, Raja S. C. Mullick Road
कोलकाता / Kolkata- 700 032

CHAPTER 3 --- Not Applicable

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

SCHEDULE OF REQUIREMENT

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

Term of delivery: FOB / FCA / CIF / CIP _____ **(named port of shipment or named place of delivery)**

(retain only one)

Period of delivery shall count from : _____
(to be filled by the bidder)

Country of Shipment: _____

Country of Origin: _____

Scope of Supply : _____

Approx. Gross & Net Wt. with volume: _____

Training requirement: _____

(Location, no. of persons, period of training, nature of training)

Date :

Place :

Signature of the Bidder

Notes for Bidders:

- (1) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.
- (2) The date or period for delivery should be carefully specified, taking into account
 - (a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered to the carriers), and
 - (b) The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

Chapter 4

Specifications and Allied Technical Details for

Annual Maintenance Contract of IT items at CGCRI Kolkata

4.1 End Use:

2 (Two) Years. Initially for 1 year which will be extended for further 1 year based on satisfactory performance.

4.2 Specifications

Annual Maintenance Contract of IT items at CGCRI Kolkata for two years

ANNEXURE-I

| Comprehensive Maintenance (Part - A) | | Facility Management Service (without spares) (Part - B) | | On call basis (Part - C) | |
|--|-----|---|-----|-------------------------------------|---------------------------------------|
| Items | No. | Items | No | Items | Type |
| Desktops | 413 | LAN Connectivity | 250 | Laptops | HP, Dell, Sony, Lenovo, Acer, Toshiba |
| Workstation | 13 | Managed Switch | 23 | Wireless Controller with AP | Motorola |
| HP Color LJ Printer | 35 | | | Fibre Optic connectivity / splicing | - |
| HP LJ Printer | 280 | | | - | - |
| HP Deskjet | 10 | | | - | - |
| | | | | - | - |
| Scanner | 46 | | | - | - |
| Server | 16 | | | | |
| Switches/Router | 55 | | | | |
| | | | | | |
| N.B. This is the consolidated list. Unit price is to be provided for items which are on call basis. | | | | | |

Important Conditions:

1. The list at **Annexure – I** is indicative and the successful bidder have to survey the availability of all items listed in this tender to ascertain the exact numbers and furnish a list, Room wise to the Purchase department along with approval from Head, Computer Division for actual order quantity.

The inspection by the successful bidder is mandatory before finalization of the contract. If any item is not in working condition at the time of finalization of contract, the successful bidder, after receipt of final Purchase/AMC Order from CSIR-CGCRI, shall give the list of such items within seven working days to CSIR-CGCRI so that the damaged items shall be repaired by CSIR-CGCRI before entering the items into the AMC list or the listed items shall be deleted from AMC list. The successful bidder has to raise the bill for the AMC of the approved items under concluded AMC with the successful bidder. If no list is provided by the vendor within the stipulated time, it shall be presumed that all systems are in working condition and are covered under AMC.

2. Eligibility Criteria:

- (i) The bidder should have the valid ISO certifications. The proof should be submitted with Technical bid.
- (ii) The bidders should be registered with Income Tax Departments, The supporting valid document copies for GST Registration, Income Tax Registration (PAN), Service Tax Registration etc. shall be required to be submitted with the Technical bid.
- (iii) The bidder should have an average annual turnover of Rs. 20.00 lakhs or more especially from IT services for financial year 2019-2020, 2020-2021, 2021-2022, supporting documents may be provided with Technical bid.
- (iv) The bidder should have minimum 03 years of experience for AMC during last 05 years as required. Copies of such experiences should be submitted with Technical bid. MSME / NSIC may get exemption as per Govt. rule.
- (v) The bidder should be located in Kolkata with Service/ Repair Centre along with service engineers (Firm Registration certificate must be attached with Technical Bid).
- (vi) Vendor should have the Valid Certificate from Kolkata Notified Area Committee & Trade license (Copy of certificate to be enclosed with Technical Bid).

If it is felt by decision making committee that firm is reputed and undertakes to set-up an office in Kolkata, then the terms as per Point (v) and (vi) may be waived. But firm must submit the undertaking along with Technical bid that they will setup office in Kolkata if order is placed on them. Committee decision will be final in this regard.

- (vii) The bidder should have performed similar services having at least 01 order of more than Rs. 10 lacks during last 4 years (FY 2018-19, 2019-2020, 2020-2021, 2021-2022) especially for AMC of Desktops and Peripheral's. [The bidder must provide individual work order copies and Certificate of satisfactory completion or satisfactory performance along with Technical bid]. In this regard Govt. rule pertaining to performance/Experience applicable to MSME / NSIC will be considered.

(viii) The Service Engineers should be competent enough along with good hands on experience / expertise for executing the AMC services as per the scope of the tender.

(ix) The bidders should have not been Black listed by any of the Government Agency in the past years for any reasons whatsoever. Hiding of this fact will be viewed very seriously. If it comes to be the notice of CSIR-CGCRI at any stage of tendering process or during AMC period, then the firm will be debarred from tendering process or AMC order will be terminated. [The bidder must submit an undertaking along with Technical bid.]

(x) CSIR-CGCRI reserves the right to ask the vendors/suppliers to submit the shortfall documents pertaining to their eligibility criteria etc. **(if submitted documents are not readable)** mentioned in the tender document after opening of the technical-bid within the stipulated time failing which their technical offer may be considered as non-responsive. Firm will not be asked to submit any documents pertaining to eligibility criteria and terms & conditions mentioned in the CGCRI's tender enquiry after opening of technical-bids/offers and same will be rejected as incomplete offer.

Note: CGCRI reserves the right to verify/seek confirmation of all original documentary evidence submitted by vendors in support of above mentioned clauses of qualification/eligibility criterion. In case any information furnished by the bidder is found to be false/ incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.

Technical compliance statement to be provided by every vendor.

3. Prices

Bidder will furnish the Unit Price and total Bid price of the Services offered in the format prescribed for the purpose **(Annexure –I—Part-A, B & C)**. The format should not be altered or modified.

Tax as applicable should be entered separately.

The Price quoted by the bidder will remain fixed during the performance of the contract and will not be subject to variation on any account.

4. Bid

The Bids will be on **two bid basis**: 1) Techno-commercial bid and 2) Price bid.

The Techno Commercial Bid will consist of the following:

a) Earnest Money Deposit /Bid Security for Rs. 50,000/- with MSME/NSIC exemption.

b) Copy of ISO certification as mentioned in qualification criteria.

c) Copies of Work Orders /Contracts issued by organizations and related to Maintenance Service Contract of a nature similar to that specified in this Tender Document.

d) Copies of Certificates /documents establishing successful & satisfactory rendering of services with respect to the Work Orders as referred at c) above. Such Certificates should be issued by the Heads of the respective Institutes / Organisations or any other competent authority.

e) Copy of audited and certified balance sheet for the last 04 financial years. If balance sheet is not audited for the last year, the vendors may provide last 04 years audited balance sheets along with last year's unaudited balance sheet. Last 4 years balance sheet is mandatory to support the turnover claim.

f) Declaration signed by the bidder to the effect that all the terms and conditions of the Tender Document have been accepted without any reservations or objections.

g) Copy of Service Tax Registration Certificate / Income Tax PAN Card / GSTN

h) Any other Document.

The Priced Bid will contain the Price quoted by the bidder in the format prescribed for the purpose **(Annexure I)**.

Before submission of bid, on prior appointment one can visit institute n/w setup and for clarification can meet Head, IIT Division.

At the time of submission of bid, it shall be ensured that all documents except for unamended printed literature, brochures etc. are attested/signed by the bidder or any other person/ persons authorized to bind the bidder to the contract. Any cuttings, erasures, interlineations etc. shall be considered to be valid only if they are initialed by the person /persons signing the bid.

5. Duration of the award/AMC Period

The period of AMC will be for a period of **two years from the start of Work Order**. Initially AMC will be entered for one year which may be extended for further one year based on the satisfactory performance certificate provided by the IIT Division and duly approved by the Competent Authority of the Institute.

- **Firms are requested to provide their rates keeping the AMC period for 02 years.**

6. Selection & Evaluation Criteria:

Vendors submitting quotations with basic cost and applicable taxes separately for all the items available in **Annexure-I (Part-A, B, & C)** of CGCRI's tender enquiry will be considered for evaluation for selecting the lowest quoting firm. **Missing out any item will make the quoting firm non-responsive to our requirement and bid will be rejected.**

In Annexure-I, the list mentioned in Part-A, B & C will be considered for commercial evaluation for selecting the technically lowest quoting firm on consolidated basis inclusive of all taxes.

Technically qualified quotations will be evaluated on a consolidated basis (on the basis of firm quoting for all the items available in **Annexure-I (Part A, B & C)** inclusive of all taxes) to identify the technically responsive suitable lowest quoting firm. For evaluation purpose the quantity mentioned in the list of proposed items for AMC will be taken for calculation inclusive of all taxes. Vendor must quote for all items available in Annexure-I. Consolidated rates/amount from the vendor without mentioning item wise rates along with applicable taxes separately would not be considered and their offer will be out rightly rejected.

- In case there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. In case of discrepancy between the total price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price. If the bidder does not accept the correction of errors as stated above, its bid will be rejected.

7. Successful Bidder

The successful bidder will provide the contact details of their Service-in-charge to the Head of Department (HOD), IIT Division, CGCRI immediately on receipt of the Work Order. The successful bidder will also inspect the equipment (computers, printers, scanners and other items mentioned in this IFB [Inventory Furnished Below]), prepare an inventory with detailed specification, OEM Serial No. & location of the equipment. A copy of this inventory will be handed over to the HOD, IIT Division, CGCRI. Identification stickers will be provided by CGCRI and these are to be pasted on the Front face of the equipment at the time of preparing the inventory. The total number of IT items coming under AMC may vary depending on the actuals.

During the period of contract, the inventory is to be updated quarterly to accommodate inclusion/exclusion of items.

8. Scope of Service

Service Level Agreement

A. Comprehensive Maintenance Service

1. At the start of the contract service, circuitry, boards, SMPS, fan, printer heads, rollers etc of all the systems / devices / peripherals as mentioned in Annexure-I are to be cleaned
2. The party is to make preventive maintenance of all systems quarterly which includes thorough cleaning of all the PCs and peripherals (without opening the covers). The party will clear the temporary files, cookies, journal files and also check the security systems, A/V and anti-malware measures.
3. Maintenance contract is on site comprehensive including all types of spares which include power cables etc. To note that for a printer it includes printer head, printer cable, fuser assembly, and all types of plastic parts and any other type of parts not explicitly mentioned above. However, it excludes the following consumables - cartridges, ribbons, stationery items.
4. **Though most of the IT items in Annexure I are in the main campus, the contract also covers the remaining IT items at maintenance division at Anwar Shah Road and CSIR Guest House (Lake Road).**

Parts replacement Policy

- i) If the defective system cannot be made operative within 24 hours for PC and 48 hours for printers after the complaint, those are to be replaced with equivalent systems on temporary basis until the original ones after repairing are returned.
- ii) Defective parts are to be replaced with OEM parts or equivalent parts, subject to approval of Head, IIT Division. The systems, if cannot be repaired, are to be replaced with equivalent alternative systems. Both the systems will be property of CGCRI.
- iii) Degradation in function or functionality or malfunctioning after repair or replacement of parts will be treated as problem unresolved.
- iv) All logistics and part transaction would be responsibility of vendor.

Spare Parts Stocking Policy

Vendor shall maintain enough spare parts (as per Table-A) in the Institute to ensure the Service level high for the equipments under their maintenance. They must stock at site the minimum level of standby equipment (fully functional and equivalent to the CGCRI equipment) and

spare parts as per the table-A. In addition, adequate spares in terms of keyboard, Mouse, CD/DVD R/W Drive, SMPS module and such accessories must be available at site for immediate replacement/standby arrangement. The Stocking level will be checked quarterly by CGCRI. Standby spares must be supplied within 15 working days from the date of issue of AMC Work Order. CGCRI reserves the right to deduct 5% AMC value from 1st quarter bill if not supplied within stipulated time frame mentioned above.

Table --- A

| Sl. No. | Item Description | Minimum Qty.(Nos.) |
|---------|---|----------------------------------|
| 1. | Desktop PC (Min core i3 or higher, 8 GB DDR4 RAM, 1 TB HDD, DVD RW, Keyboard, Mouse with 19" LED monitor) | 4 nos. |
| 2. | Server | 1 nos. |
| 3. | Keyboard(HP/Dell/Logitech)-USB | 10 nos. |
| 4. | Mouse (HP/Dell/Logitech)-USB | 10 nos. |
| 5. | HP Single Functional Laserjet Printer (88A/12A/78A cartridge compatible) | 3 nos. |
| 6. | HDD (1 TB)-WD/Seagate | 5 nos. |
| 7. | SMPS | 6 nos. |
| 8. | Compatible RAM – Desktop (2 GB) | DDR 3 – 5 nos. DDR 4 – 5 nos. |
| 9. | High Speed Managed Switch (all ports minimum 1 Gbps) | 2 Nos. |
| 10. | Scanner – A4 | 1 Nos. |
| 11. | MFP – Mono – A4 | 1 Nos. |

B. Facility Management Service (without spares).

- The vendor will be liable to maintain O.S.(Linux/ Windows server, VMWare servers, KVM Servers, Windows 7, Windows 8, Windows 10, Windows 11 etc.) of desktops and Laptops fully functional with their existing s/w and data base.
- The contract covers administration and time to time upgradation of OS and other applications, patch upgradation, network reconfiguration etc. Whenever required the vendor will backup/restore data, format hard disk, reload OS and other applications (MS Office on desktops, MySQL, MSSQL, antivirus server, backup servers, open source software etc. on Windows and Linux platforms).
- The vendor must ensure working condition of network devices, servers, all applications installed on servers during / after maintenance / service / repair activity. On requirement backups are to be restored to make the system up. The vendor is to render the same service for all the other servers, proxy servers, web servers, library servers, antivirus servers, DNS servers, mail servers, ERP servers, Application servers and backup server.
- To keep the system secured, the F/W (Fortigate UTM 600D / 201F) is to be configured properly to meet institute requirement and to perform s/w maintenance.
- As an additional security measure/tool the vendor may introduce opensource solution, viz. (e.g. spamassassin, webmin etc.).
- The vendor would extend assistance to operate Video Conferencing System. Video Conferencing support needs to be provided as and when required, sometimes beyond office hours including weekends and holidays, without any extra charges.
- The contract covers the following activity to keep systems from virus/spam attack
 - i) Maintaining existing Kaspersky/Symantec and any other Enterprise level A/V solutions. If required for additional security, open source solution is acceptable
 - ii) To Download and distribute the updates to all the in-scope desktops, Laptops and Windows servers through automatic scheduling virus scanning for in-scope systems and in case of infection, the removal of virus.
 - iii) Loading and updating of A/V on all the systems, in case if automatic updating fails

- Maintenance of Windows server, secondary server, backup server etc.
- Network connectivity is to be maintained and if required, the termination is to be made at I/O or patch panel end at the rate quoted in the tender.
- Vendor will coordinate warranty/post-warranty service with respective OEM of the h/w & s/w.
- Vendor will be liable to maintain OS of laptops fully functional.

9. General

Timely and satisfactory rendering of Maintenance Services is the essence of the contract. In case it is observed that the services rendered by the firm are not satisfactory, Director, CGCRI, shall be at liberty to cancel the Work Order. Further, the Security Deposit furnished will also be forfeited.

1. The successful vendor must have technical team of qualified and experienced personnel on their pay roll having hands-on experience in technical IT service comprising of areas like desktop, printer, scanner, server, switch and network maintenance who shall be deployed as "Service Personnel". The Service Personnel are to be deployed from among the personnel who are on the payroll of the vendor with required documents and identification. **At least 3 service personnel should be present on-site during office hours on all working days. If any personnel is on leave, the vendor should provide replacement manpower with equivalent expertise for that time.**
2. The Service Personnel deployed for a particular site shall not be removed/replaced without the consent of the Head IITD, CGCRI with whom the agreement shall be entered into.
3. The list of Servers, Workstations, Computers, Printers, Network Switches, wifi devices etc. is attached as in the Technical Bid. However, new equipment purchased from time to time, after their expiry of warranty/guarantee period, will also have to be serviced/maintained by the vendor at the same rate of similar/equivalent item in the list, and the terms and condition will also remain same for the newly added items. **PURCHASER reserves rights to add/remove items from the list during the contract period with prorated (pro-rata basis) effect from the next quarterly invoice.** For machines which are currently under warranty and will go under AMC in the future, the AMC rates also need to be provided by the vendors along with the FMS rates. For such machines if they transition from FMS to AMC in between the billing period, then the amount will be calculated on a pro rata basis.
4. Vendors are not allowed to subcontract in any manner.
5. Each on-site Service Personnel must be equipped with necessary tools and tackles for providing day-to-day support services.
6. Each Resident engineer/ Site engineer should be equipped (Mandatory) with below mentioned devices:-

- a. MOBILE PHONES (Resident engineers/Site Engineer must have mobile phone).
 - b. LAN Tester – 1 no.
 - c. Digital Multimeter. – 1 no.
 - d. Clamping/crimping tool. – 1 no.
 - e. Screw Driver set. – 1 set for each.
 - f. Cleaning Brush – 2 nos.
 - g. Colin liquid cleaner – As per requirement.
 - h. Blower / Vacuum cleaner – 1 no.
 - i. Identity Card issued by the Vendor.
7. The successful vendor shall be required to make all necessary arrangements so that adequately qualified and experienced persons promptly (within 15 minutes) attend to onsite services during normal office hours which is from 9 AM to 7 PM.
 8. Service beyond normal hours and on scheduled holidays may be made available, on emergency / special events, without additional charge.

9. **Service deliverables**

Service Deliverables: - NETWORK ITEM

iii) Maintenance & Management of the Network Infrastructure

Description: -

1. Network Monitoring software to be implemented & configured to monitor availability and health of network & security device.
2. Management of LAN / WAN / Wi-Fi Network equipment (including L2, L3 Switch, AP, Wifi controller).
3. Monitoring & incident management of LAN, WAN & Wi-Fi network.
4. Maintenance of network switches with compliance check.
5. Wi-Fi Signal assessment / heat mapping for better coverage & AP placement.
6. Network log monitoring for proactive action.
7. OS management for network devices.
8. Data & Configuration backup of each managed network devices.
9. Monthly availability & incident reports to be shared to CGCRI IT team.

10. Network dashboard interface for CGCRI IT team

(These above-mentioned deliverables will be applicable for all Switches / Router and AP, Wifi Controller of CGCRI, and monthly report to be shared with CGCRI IT team positively, **One Senior level Network engineer must visit at CGCRI campus monthly to liaison this job**)

LAN Deliverables: -

1. Network troubleshooting – LAN, Internet, Intranet by coordination with OEM (if required).
2. Restoration of connectivity of node with the Server / Switch. Rectification of fault in LAN point, Patch cord, RJ45, I/O box.
3. Assistance to users to log on to the network.
4. Configuration of printers and other network peripherals on the network.

(These above-mentioned deliverables will be applicable for all IO ports / Network devices etc., and monthly report to be shared with CGCRI IT team positively, **One Senior level Network engineer must visit at CGCRI campus monthly to liaison this job**)

Service Deliverables: - SERVER

1. Complete Server Administration and VMWare / KVM Virtualization.
2. Hardware maintenance of Server with compliance check.
3. Server health & hardware utilization checkup, antivirus update etc.
4. Verify and restoration check of back up data and servers.
5. Installation and maintenance of operating system, application software, patch management etc.
6. Back up and restoration of data on Servers as per back up policies.

(These above-mentioned deliverables will be applicable for all Servers of CGCRI, and monthly report to be shared with CGCRI IT team positively, **One Senior level Server engineer must visit at CGCRI campus monthly to liaison this job**)

Penalty Clause: -

Complaints should be resolved within 24 hours and in extreme case within two working days. If not done, then CGCRI reserves the right to impose penalty at the following rate if the service is not done satisfactorily within the period mentioned below, **if proper replacement for covering the lead time for resolving the problem is not provided.**

- In case the firm fails to rectify within the time frame in Penalty clause and where no STAND BY is provided and fault persists beyond the above period or faulty equipment is taken by the vendor for repair and not returned within the stipulated days from the date of booking then, CSIR-CGCRI shall be at liberty to get the same repaired from outside source and recover the cost from AMC Vendor from the pending AMC bill or from performance bank

guarantee along with approval from Head, IIT Division and Purchase Committee.

1. Desktop PC: Rs. 200/-, beyond 2 working days.
2. All in One PC: Rs. 250/-, beyond 2 working days.
3. Workstation: Rs. 500/-, beyond 2 working days.
4. Printer – Mono: Rs. 200/-, beyond 2 working days.
5. Printer – Mono – MFP: Rs. 250/-, beyond 2 working days.
6. Printer – Color: Rs. 250/-, beyond 2 working days.
7. Scanner: Rs. 200/-, beyond 2 working days.
8. Switch – Managed: Rs. 1000/-, beyond 1 working day.
9. Server: Rs. 2000/-, beyond 1 working day.

Payment terms:-

- (i) No advance payment will be made.
- (ii) Payment will be made on **quarterly basis** for the services rendered during the claim period though RTGS.



Stores & Purchase Officer
CSIR-CGCRI KOLKATA
For and on behalf of Council of Scientific & Industrial Research

अंजनी कुमार पाण्डेय/Anjani Kumar Pandey
मण्डार एवं क्रय अधिकारी/Stores & Purchase Officer
सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्थान
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CHAPTER 5

Price Schedule Forms

Table of Contents

| Sl. No. | Type of Price Schedule Form |
|---------|---|
| 1. | Bid Form |
| 2. | Bill of Quantities (BOQ) |
| 3. | Price schedule for Goods offered from India |

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.

Bidder will furnish the Unit Price and total Bid price of the Services offered in the format prescribed for the purpose (Annexure -I). The format should not be altered or modified.

Service Tax as applicable should be entered separately.

The Price quoted by the bidder will remain fixed during the performance of the contract and will not be subject to variation on any account.

(Bid Price are to be entered in the prescribed format only. No substitution will be accepted. The format comprises 3 pages. The format duly filled up must be signed by the bidder of any person/persons authorized to bind the bidder to the contract)

- **For machines which are currently under warranty and will go under AMC in the future, the AMC rates also need to be provided by the vendors along with the FMS rates.**
- **For such machines if they transition from FMS to AMC in between the billing period, then the amount will be calculated on a pro rata basis.**

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

PART –A: Comprehensive Maintenance

| Sl No. | Items | Tentative Quantity | Per Unit price (Rs.) Yearly | Price for the given quantity (Rs.) | GST | Total Price (Rs.) |
|--------|----------------------|--------------------|-----------------------------|------------------------------------|-----|-------------------|
| 1. | Desktops | 413 | | | | |
| 2. | Workstation | 13 | | | | |
| 3. | HP Color L J Printer | 35 | | | | |
| 4. | HP L J Printer | 280 | | | | |
| 5. | HP Deskjet | 10 | | | | |
| 6. | Scanner | 46 | | | | |
| 7. | Server | 16 | | | | |
| 8. | Switches/ Router | 55 | | | | |

Part—B: Facility Management Service (without spares)

| Sl No | Items | Tentative Quantity | Unit price (Rs.) Yearly | Price for the given quantity (Rs.) | GST | Total Price (Rs.) |
|-------|------------------|--------------------|-------------------------|------------------------------------|-----|-------------------|
| 9. | LAN Connectivity | 250 | | | | |
| 10. | Managed Switch | 23 | | | | |

Part—C: On call basis

| Sl No. | Items | Tentative Quantity | Unit price (Rs.) | Price for the given quantity (Rs.) | GST | Total Price (Rs.) |
|---------------|--|---------------------------|-------------------------|---|------------|--------------------------|
| 11. | Laptops (HP, Dell, Sony, Lenovo, Acer, Toshiba) | 01 | | | | |
| 12. | Wireless Controller with AP (Motorola) | 01 | | | | |
| 13. | Fiber Optic connectivity/ splicing | 01 | | | | |
| ---- | Total Amount (Part-A + Part-B + Part-C) = | | | | | |
| ---- | | | | | | |

Dated:

In case there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. In case of discrepancy between the total price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price. If the bidder does not accept the correction of errors as stated above, its bid will be rejected.

CHAPTER 6

Qualification Requirements

*Criteria 1 - Experience and Past Performance: --- **As per Chapter-4***

- a) *The bidder (manufacturer or principal of authorized representative – hereinafter referred simply as ‘The Bidder’) should have regularly for at least the last ____] **years**, ending 31st March of the previous financial year (hereinafter called ‘The relevant Date’), manufactured and **supplied (/erected/commissioned)_____ [Name of Requirement]**, with the same or higher specifications **having/with _____parameters** (hereinafter called ‘**Item Name**’). The bidder should submit the manufacturer authorisation form as appended in Chapter-8 and*
- b) *‘The bidder’ should have manufactured and **supplied (/erected/commissioned)** at least _____ **numbers** (herein after referred as ‘The Qualifying Quantity’) of ‘**Item Name**’ in at least one of the last five years ending on **31st March of the previous financial year**, and out of which*
- c) *At least _____ numbers of offered version/model of ‘**Item Name**’ should be in successful operation for at least _____ years on the date of bid opening.*

Criteria 2 - Capability- Equipment & manufacturing Facilities:

*‘The bidder’ must have an annual capacity to manufacture and **supply (/erected/commissioned)** at least _____ (**The Qualifying Quantity**)*

Criteria 3 - Financial Standing – under all conditions

- a) *The average annual financial turnover of ‘The bidder’ during the last three years, ending on **31st March of the previous financial year**, should be at ₹_____ (**or equivalent in foreign currency at exchange rate prevalent on ‘31st March of the previous financial year)** (**fix the value as 40-80% or any other percentage of the estimated cost of the quantity in the bid document**) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.*

Ministry of MSME have clarified that all Central Ministries/Departments/Central Public Section Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications. Further, the condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (rule 173 (i) of GFR 2017))

- b) Bidder Firm (manufacturer or principal of authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on **31st March of the previous financial year**.
- c) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on **31st March of the previous financial year** and also ii) should have not eroded by more than 30% (thirty percent) in the last three years, ending on **31st March of the previous financial year**.

Note: In case of Indian Bidders/companies (manufacturer or principal of authorised representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.

Applicability in Special Cases: **(NOT APPLICABLE)**

- a) Applicability to 'Make in India' :Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:
 - i) their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
 - ii) the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
 - iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- b) Authorized Representatives: Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:
 - i) their principal manufacturer meets all the criteria above without exemption, and
 - ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and

- iii) *the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.*
- c) *For Existing Successful Past Suppliers: In case the bidder (manufacturer or principal or authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past _____ procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.*
- d) *Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.*

Note for Bidders:

- a) 'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre- Qualification Criteria (PQC) are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
- b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of 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.
- c) In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also 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.
- d) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.
- e) Supporting documents submitted by the bidder must be certified as follows:
 - i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.
 - ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.
- f) A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.
- g) Indian agents quoting on behalf of its foreign principal need to submit an copy of the agency agreement with the foreign principal detailing the services to be rendered by them on behalf of the principals, failing which its bid shall not be considered.
- (h) Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.

CHAPTER 7

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 8

Other Forms to be enclosed with Technical Bid

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| 22. | Form Of No Claim Certificate | XX |
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Annexure-I

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

Signature of Bidder _____

Name _____

Business Address _____

Annexure-II

MANUFACTURERS' AUTHORIZATION FORM--- Not Applicable

[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]*

Annexure-III

BID SECURITY FORM ---- Not Applicable

Whereas _____ (hereinafter called the tenderer") has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender") against the purchaser's tender enquiry No. _____
KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser")
In the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the
Bank)

Name and designation of the officer

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

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

Annexure-IV

Bid-Securing Declaration Formn --- Not Applicable.

(But firm has to submit the EMD for Rs. 50,000/- as per the terms & conditions of this tender enquiry)

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

PERFORMANCE STATEMENT FORM

(For a period of 3 years during last 05 years)

Name of the Firm.....

| Order Placed by (full address of Purchase r) | Order No. and date | Descri p-tion and quantit y of ordere d equip- ment | Valu e of orde r | Date of comple -tion of deliver as per Contra ct | Date of actual comple tion of deliver y | Remark s indicati ng reasons for late delivery, if any | Has the equipmen t been installed satisfacto ry? (Attach a certificate from the purchase r/Consig nee) | Contact person along with Telephone No., FAX No. and e-mail address |
|--|-----------------------------|--|---------------------------|--|--|---|---|--|
| | | | | | | | | |

Signature and Seal of the manufacturer/Bidder

Place :

Date :

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”.

Annexure–VII

SERVICE SUPPORT FORM

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

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

Place :

Date :

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

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

Annexure-IX

ACCEPTANCE CERTIFICATE FORM --- Not Applicable

No. _____

Dated:

M/s. _____

Sub: Certificate of commissioning of equipment

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.
- (a) Contract No. _____ Date _____
- (b) Description of the equipment _____
- (c) Name of the consignee _____
- (d) Scheduled date of delivery of the consignment to the Lab./Instts. _____
- (e) Actual date of receipt of consignment by the Lab./Instts. _____
- (f) Scheduled date for completion of installation/commissioning _____
- (g) Training Starting Date _____
- (h) Training Completion Date _____
- (i) Names of People Trained _____
- (j) Actual date of completion of installation/commissioning _____
- (k) Penalty for late delivery (at Lab./Instts. level) ₹ _____
- (l) Penalty for late installation (at Lab./Instts. level ₹ _____

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

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

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

or

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

(a)

(b)

(c)

(d)

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

For Supplier

For Purchaser

Signature

Signature.....

Name

Name.....

Designation

Designation.....

Name of the firm.....
Lab/Instt.....

Name of the

Date

Date.....

Format of Integrity Pact

INTEGRITY PACT -- Not Applicable

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by

_____ hereinafter referred to as “The Principal”.

Andherein referred to as “The Bidder/ Contractor.”

Preamble

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

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any

material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to

others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annexure.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

Section 4 – Compensation for Damages

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

Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
Bidder/Contractor)

(For & On behalf of

(Office Seal)

(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1:(Name & Address): _____

Witness 2::(Name & Address): _____

Annexure–XI

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

ANNEXURE XII

ORGANIZATION CHART WITH (TECHNICAL QUALIFICATION) /
POWER OF ATTORNEY OF TENDERER

- I. Please give details hereafter of the **Organization Chart** of your Company, showing the position of directors, key personnel and functions.
- II. Please attach here the **Power of Attorney** of the signatory of the Questionnaire and tender documentation.

Signature of the Tenderer_____

ANNEXURE XIII**FINANCIAL STATEMENT OF THE TENDERER****I. FINANCIAL STATEMENT OF THE TENDERER****I. Basic Capital:**

Authorized:

Issued:

II. Annual value of construction work undertaken for each of the last three years

| Details | 2016 -2017 | 2017-2018 | 2018 -2019 | TOTAL |
|---------|------------|-----------|------------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

III. Approximate value of Work in hand**IV. Please attach copies of the Company's previous three years certified statements of account (with translation in English) from which the following basic data shall be abstracted:**

| | 2016 - 2017 | 2017 - 2018 | 2018 - 2019 |
|-----------------------------|----------------|----------------|----------------|
| 1.Total Assets | | | |
| 2.Total Liabilities | | | |
| 3.NET VALUE (1-2) | <u>..</u> | <u>.</u> | <u>..</u> |
| 4.Current Assets | | | |
| 5.Current Liabilities | | | |
| 6.Circulating Capital (4-5) | <u>..</u> | <u>.</u> | <u>..</u> |
| 7.Profit (before taxation) | | ... | ... |
| 8.Loss | | | . |

V. Name and address of Bankers:

.....

VI. Please enclose a reference/certificate about the financial situation of the Company and access to credit facilities (maximum amount of credit facility to be stated): (Equivalent of Indian Rupees).**VII. Please provide financial projections for the forthcoming year****Signature of the Tenderer**_____

**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:**_____

Format for Affidavit of Self Certification regarding Local Content in a R & D Equipment

Date: _____

I _____ S/o, D/o, W/o _____,

Resident of _____ do
hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order

2017 dt 15th June, 2017.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content.

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-E.E.-II dated 15.06.2017.

I agree to maintain the following information in the Company's record for a period of 3 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. R &D Equipment for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the R &D Equipment
- xii. List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

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]*

Annexure–XVII**PRICE SCHEDULE FOR SERVICES BEING OFFERED FROM INDIA****PART –A: Comprehensive Maintenance**

| SI No. | Items | Tentative Quantity | Per Unit price (Rs.) Yearly | Price for the given quantity (Rs.) | GST | Total Price (Rs.) |
|--------|----------------------|--------------------|-----------------------------|------------------------------------|-----|-------------------|
| 1. | Desktops | 413 | | | | |
| 2. | Workstation | 13 | | | | |
| 3. | HP Color L J Printer | 35 | | | | |
| 4. | HP L J Printer | 280 | | | | |
| 5. | HP Deskjet | 10 | | | | |
| 6. | Scanner | 46 | | | | |
| 7. | Server | 16 | | | | |
| 8. | Switches/ Router | 55 | | | | |

Part—B: Facility Management Service (without spares)

| SI No | Items | Tentative Quantity | Unit price (Rs.) Yearly | Price for the given quantity (Rs.) | GST | Total Price (Rs.) |
|-------|------------------|--------------------|-------------------------|------------------------------------|-----|-------------------|
| 9. | LAN Connectivity | 250 | | | | |
| 10. | Managed Switch | 23 | | | | |

Part—C: On call basis

| Sl No. | Items | Tentative Quantity | Unit price (Rs.) | Price for the given quantity (Rs.) | GST | Total Price (Rs.) |
|---------------|--|---------------------------|-------------------------|---|------------|--------------------------|
| 11. | Laptops (HP, Dell, Sony, Lenovo, Acer, Toshiba) | 01 | | | | |
| 12. | Wireless Controller with AP (Motorola) | 01 | | | | |
| 13. | Fiber Optic connectivity/splicing | 01 | | | | |
| ---- ---- | Total Amount (Part-A + Part-B + Part-C) = | | | | | |

Dated:

In case there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. In case of discrepancy between the total price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price. If the bidder does not accept the correction of errors as stated above, its bid will be rejected.

CHECKLIST

Annexure–XVIII

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

| S/ No. | Formalities | Yes/No |
|--------|--|--------|
| 01 | Manufacturer's Authorisation form enclosed | NA |
| 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. | |
| 10 | To be filled up if the offer is in Rupees(INR) | |
| 10A | Ex-works value quoted in Price Bid | |
| 10B | GST quoted | |
| 10C | FOR, CSIR-CGCRI price can be arrived at (10A+10B) | |
| 11 | Payment Terms (Conditional Payment Terms NOT accepted) | |
| 12 | Price schedule form filled up | |
| 16 | Validity of Quotation mentioned | |
| 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 Technical Bid.

Annexure-XIX

COMPLIANCE STATEMENT FORM ---- Not Applicable

(But firm has to comply the terms & conditions of this tender enquiry)

Name of the Firm.....

| S. No. | Name of specifications/ part Accessories of tender enquiry | Specification s 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 <u>Page no. in OEM technical brochure</u> |
|--------|--|---------------------------------------|----------------------------------|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Annexure-XX

FORM OF NO CLAIM CERTIFICATE --- Not Applicable

(On company letterhead)

To,

Name & Address of CSIR Labs/Instts _____

Attention:

NO CLAIM CERTIFICATE

Sub: Contract Agreement no.dated for the supply of

We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us for the supply of under the abovementioned contract agreement, between us. We hereby unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against afore said contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of Supplier or
Officer authorised to sign the contract documents
on behalf of the supplier
(company stamp)

Date:

Place:

CERTIFICATE

[To be submitted by the bidding/participating firm in their letter Head]

With reference to CGCRI tender Enquiry bearing No. dated it is certified that:

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

(I) Country of Origin of the Offered Item.....

(ii) Manufacturer of the offered item.....

(iii) Complete Address of the manufacturer of the offered item.....

If the Country of Origin of the offered item pertained to such Country which shares the Land Border with India will not be accepted.

For and on behalf of
M/s.....

[Seal of the firm]

Place:-

Date:-.....