

TENDER REFERENCE	IICB/PUR/24-25/663/569/AMC/780
CONTACT DETAILS	DIRECTOR [ATTN:STORES & PURCHASE OFFICER] CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY 4, RAJA S C MULLICK ROAD, JADAVPUR KOLKATA 700032, W.B., INDIA e-mail : cospiicb@iicb.res.in purchase@iicb.res.in linasanyal@iicb.res.in

TENDER DOCUMENT

FOR

NON-COMPREHENSIVE AMC FOR NETWORK SYSTEM AT CSIR-IICB KOLKATA [JADAVPUR AND SALT LAKE CAMPUSES] FOR ONE YEAR PERIOD

**CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY
4, RAJA S C MULLICK ROAD, JADAVPUR
KOLKATA 700032, W.B., INDIA**

SINGLE STAGE DOUBLE ENVELOPE BIDDING SYSTEM

OPEN TENDER ENQUIRY (OTE)

Invitation For Bids /Notice Inviting Tenders

1. Director, CSIR-Indian Institute of Chemical Biology, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal, invites e-Bids from eligible Bidders / Service Providers for the following services:

Sl. No.	Tender Ref.	Description of Goods and Services	Quantity	Single/Double Bid	Bid Security/ EMD
1	IICB/PUR/24-25/663/569/AMC/780	NON-COMPREHENSIVE AMC FOR NETWORK SYSTEM AT CSIR-IICB KOLKATA [JADAVPUR AND SALT LAKE CAMPUSES] FOR ONE YEAR PERIOD	ONE JOB	Single stage – Double envelope system.	Bid Securing Declaration to be furnished. Format given with tender document. Failure to furnish the Bid Securing Declaration will entail In rejection of bid.

2. E-Bids are invited through the electronic tendering process and the Bidding Documents can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in./eprocure/app/> Please note that the submission of e-Bids will be only through the e-Tender 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-IICB.
3. Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement [CPP] portal, NIC, Government of India, by logging on to the portal <https://etenders.gov.in/eprocure/app> Bidders are requested to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of Bids.
4. **As per Govt. of India procurement policies,**
- The Purchaser intends to give purchase preference to **CLASS-I LOCAL SUPPLIER** as per *Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024*
 - The eligibility of the Supplier is restricted to Indian Suppliers only. Non-local Suppliers and foreign Suppliers are not eligible to bid.**
 - The Purchaser intends to give purchase preference to products/Goods manufactured by Micro, Small and Medium enterprises. Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE bidders provided they meet the required technical and quality parameter.

“Class-I Local Supplier” means a Supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 50%, as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 or by the competent Ministries/Departments in pursuance of this order.

“Class-II Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 20% as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 or by the competent Ministries/Departments in pursuance of this order.

“Non - Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 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.

a) Verification of local content

- The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- iii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.
- iv. A supplier who has been debarred by any procuring entity for violation of the order of the Department **for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024**, shall not be eligible for preference under the said order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the order of the **Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024**.

“Class-II local supplier” will NOT get purchase preference in any procurement.

5. Bidders may note that the application of :
 - (1) Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order) ;
and
 - (2) Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order),
in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India, a copy of which is provided at Chapter-5 of this tender document.
6. The Director, CSIR-Indian Institute of Chemical Biology (IICB), Kolkata reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

**Controller of Stores & Purchase
For and on behalf of CSIR**

NOTES FOR BIDDER

1. **UNLESS TENDERS ARE INVITED BY CSIR-IICB THROUGH A GLOBAL TENDER ENQUIRY [GTE], ONLY INDIAN SUPPLIERS SHALL BE ELIGIBLE TO PARTICIPATE IN THE TENDER. IN CASE OF A GLOBAL TENDER ENQUIRY [GTE], ALL SUPPLIERS INCLUDING FOREIGN AND NON-LOCAL SUPPLIERS SHALL BE ELIGIBLE TO PARTICIPATE.**
2. **PROVISIONS OF THE PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER ISSUED BY THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, GOVT. OF INDIA, VIDE OM NO. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dated 19 July 2024, SHALL BE APPLICABLE IN THE TENDERING PROCESS. THE SAID OM IS AVAILABLE ON THE WEBSITE OF THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF INDIA. PROSPECTIVE BIDDERS MAY PLEASE NOTE THE RECIPROCITY CLAUSE 10(d) OF THE OM FOR INFORMATION AND GUIDANCE.**
3. **BIDDERS SEEKING PREFERENCE UNDER ANY POLICY/SCHEME OF THE GOVERNMENT OF INDIA LIKE PUBLIC PROCUREMENT POLICY FOR MSEs, MAKE IN INDIA ETC. MUST ENCLOSE ALL RELEVANT DOCUMENTS AND CERTIFICATES AT THE TIME OF SUBMISSION OF BIDS. BIDDER WILL NOT BE ALLOWED TO SUBMIT SUCH CERTIFICATES, DOCUMENTS AT LATER STAGES OF THE BIDDING PROCESS. BIDDER MUST ALSO SUBMIT A DECLARATION TO BE CONSIDERED UNDER THE RELEVANT POLICY/SCHEME.**
4. **BIDDERS MUST ENSURE THAT ALL DOCUMENTS PERTAINING TO FULFILLMENT OF QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA ARE INVARIABLY FURNISHED WITH THEIR BID. BIDDERS WHO DO NOT SUBMIT NECESSARY DOCUMENTS [DEMONSTRATING THAT THEY FULFILL THE QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA] SHALL BE REJECTED.**

5. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) **for the item tendered**, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:
- | | |
|-----|---|
| (a) | District Industries Centres; |
| (b) | Khadi and Village Industries Commission; |
| (c) | Khadi and Village Industries Board; |
| (d) | Coir Board; |
| (e) | National Small Industries Corporation; |
| (f) | Directorate of Handicraft and Handloom; and |
| (g) | Any other body specified by the Ministry of MSME. |
6. The MSE registration certificate as furnished by the Bidder should be dated prior to the date of publication of tender on the CPP portal. In case the registration certificate is dated after the publication of the tender on CPP portal, the Purchaser reserves the right to visit the MSE's facility / works to judge whether the unit has the necessary infrastructure, technical and other capabilities to carry out the tendered work/job/supply/project.
7. The **PUBLIC PROCUREMENT POLICY FOR MSEs** is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. Bidder shall submit proof that he is a manufacturer of the item for which he is quoting and he shall highlight the details of his manufacturing status in the MSE certificate against the item(s) he is proposing to bid in the tender.
8. The MSE Registration certificate issued must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
9. The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible to avail benefits under PP Policy. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry.
10. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
11. The Start-up companies, recognized by DIPP are exempted from payment of EMDs.
12. For supplies made from within India, Customs Duty Exemption Certificate [CDEC] will not be issued by Purchaser. Reference to any model/make/brand in the Tender Document is only indicative. Bidder is free to quote any other model/make/brand etc. provided they are of equivalent specifications and meet the desired functional / quality parameters.
- 13. For contracts with value more than Rs. 25 lakh, it shall be mandatory for the successful Bidder [Supplier] to be registered on the Government E- Marketplace [GEM] and obtain a unique GEM seller ID prior to release of Purchase Order / execution of contract. No Purchase Order/ contract will be issued to any Supplier who do not possess the said unique Seller ID.**
14. The following conditions shall apply to the tendering process :
- Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) .**
- I. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this Order means –
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. The beneficial owner for the purpose of (III) above will be as under:
- VI. In case of a company or Limited Liability Partnership, the beneficial; owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation:
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
- VII. An agent is a person employed to do any act for another, or to represent another in dealings with third person
- VIII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- IX. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

CONTENTS OF TENDER/BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids/Notice Inviting Tender have been divided into five Chapters as under:

Chapter No.	Name of the Chapter
1	Terms and Conditions
2.	Price Schedule Form
3.	Forms
4.	Detailed Terms and Conditions marked as ANNEXURE-I
5.	OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl. No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX+ 30
3.	Date of communication of Rejection of Bids	XX+35
4.	Date of Receipt of context, if any, from Bidders	XX+40
5.	Opening of Financial Bid	XX+ 60
6.	Notification of Award	XX+ 90

Clarification of Bids/Shortfall documents

During evaluation and comparison of bids, the Purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request or clarification shall be given in writing by fax/registered/speed post/e-mail, etc. asking the bidder to respond by a specified date, provided that if the bidder does not comply or respond by the target date, his tender will be liable to be rejected. Depending on the outcome, such tenders shall be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification, at the initiative of the bidder, shall be entertained. The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, GST Number, MSME Certificate for EMD exemption has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). ***So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.***

TERMS AND CONDITIONS

In these terms and conditions, the following words and expressions shall have the meanings as have been respectively assigned to them:

CSIR-IICB / Purchaser / Institute shall mean CSIR-Indian Institute of Chemical Biology [a constituent unit of the Council of Scientific & Industrial Research] having its office at 4, Raja S.C. Mullick Road, Kolkata 700032, West Bengal.

Service Provide / Vendor/ Supplier shall mean the entity whose bid has been accepted by the Purchaser and a formal Work Order has been placed on them.

1. SUBMISSION OF BIDS

The e-Bid is to be submitted at the e-tendering portal in TWO COVERS. One cover will be the Un-Priced Technical Bid [termed as FEE/PREQUAL/TECHNICAL cover type in the portal] and the other shall be the Priced Bid {termed as the FINANCE cover type in the portal} Both the Un-Priced Techno-Commercial Bid and the Priced Bid shall be submitted at the e-portal in separate packets as described below:

The Un-priced Technical Bid prepared by the Bidder shall include:

SI. No.	Document Required	Document Type
1	Scanned copy of the Bid Securing Declaration	.pdf
2	Scanned Application Form {to be issued on Bidder's letterhead as per the format prescribed in this Tender Document at FORM-01} DULY SIGNED BY Bidder with official seal.	.pdf
3	Scanned Copy of Bidder's Certificate of Incorporation, ISO certification for related services, GST Registration, Income Tax, PAN, Service Tax Registration and any other document required for rendering services.	.pdf
4	Scanned Copies of Balance Sheets of past four financial years ending 31 March 2025 so as to show average annual turnover of more than Rs.05 lakh or more especially from IT and Network Services during each of the four financial years. Note: In this regard, as per GOI guidelines, Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE/Startup bidders provided they meet the required technical and quality parameter	.pdf
5	All other documents and declarations as are to be submitted under the terms and conditions of the Tender Document	.pdf
6	Copies of at least two AMC Work Orders [for similar services] of more than Rs.5 lakh each issued by Government departments / agencies, during the last four (04) financial years [i.e during 2021-22, 2022-23, 2023-24, 2024-25], together with the certificate of completion/certificate of satisfactory performance. OR Copies of atleast four AMC Work Orders [for similar services] of more than Rs.2.5 lakh each issued by Government departments / agencies, during the last four (04) financial years [i.e during 2021-22, 2022-23, 2023-24, 2024-25], together with the certificate of completion/certificate of satisfactory performance Note: In this regard, as per GOI guidelines, Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE/Startup bidders provided they meet the required technical and quality parameter	.pdf

7	List of Service Engineers along with qualifications, experiences, etc. is to be submitted	.pdf
8	The bidders should have not been black listed by any of the Government Agency in the past years for any reasons whatsoever. Undertaking for the same must be submitted by the bidder.	.pdf
All the above scanned document must be e-signed prior to being uploaded and saved in the system.		

The Priced Bid prepared by the Bidder shall include the following documents:

Sl. No.	Document Required	Document Type
1.	Price Bid giving a component wise price break up of the offered product (s) / solution	.pdf
2.	Price Schedule Form as a MS-EXCEL BOQ sheet duly filled-in and digitally signed by Bidder	.xls

The bidders shall digitally sign and encrypt their bid and upload the bid on-line at the e-Tendering portal.

If the envelope is not digitally signed & encrypted, the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.

Purchaser shall receive the bids online through CPP e-portal only. The e-Tender portal shall automatically stop accepting bids at the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed. Bidders are advised to upload and submit their bids timely in view of the electronic process so as avoid list minute issues.

Purchaser may, at its discretion extend the deadline for submission of the e-Bids by amending the Tender Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission. The Bidder may correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

2. PRICES

Bidders are requested to note that they should necessarily submit their financial bids in the MS-EXCEL format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. 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 the evaluation process.

CSIR-IICB shall not consider any changes on any account after the opening of Bid and hence the prices offered shall remain firm during the validity of the Bid and shall not be subject to variation on any account. If a Bidder Quotes ***Nil Charges /consideration***, the bid shall be treated as unresponsive.

The Bidder shall quote as per Price Schedule Format [MS-EXCEL] given in this Tender Document. However, the Prices should be quoted only in the BOQ file to be downloaded from the e-tendering portal.

The bidder shall quote the price for one-year maintenance contract as a single job. Part quote shall be summarily rejected.

The evaluation will not be based on item-wise basis, rather the evaluation will be on a consolidated basis. Please upload the prices of all the items (SL No. 1 to SL No. 8) mentioned in the Annexure –A through price schedule form (mentioned in Page No. 30 of the Tender Document) and BoQ (in .xls file)

3. PERIOD OF CONTRACT

The Maintenance Contract shall be for a period of one [1] year w.e.f the date of issue of the Work Order and extendable for further one-year subject to rendering of satisfactory services. The maintenance contract shall also be subject of periodic assessment with regard to performance of the vendor.

In case the services of the vendor are determined to be unsatisfactory during the period of contract, Director, CSIR-IICB shall be at liberty to cancel the Maintenance Contract.

4. VALIDITY OF BID

The offer should be valid for at least 180 days from the date of opening of the Technical Bid.

5. EVALUATION OF BID

The Technical Bids shall be opened first and will be scrutinized to see whether the bids/tenders meet the Eligibility Criteria as incorporated in the Tender Document. The bids/tenders, which do not meet Eligibility criteria, are to be treated as unresponsive and ignored. Incomplete/Conditional Bids shall be summarily rejected.

During the course of evaluation, CSIR-IICB may, at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

The Price Bids of the parties, who meet the Eligibility Criteria, shall be evaluated on the basis of total price quoted by them and indicated as such in the Price Schedule Form [BOQ file]. If a bidder quoted NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

The Maintenance Contract shall be awarded to the lowest evaluated responsive Bidder

6. PAYMENT

Payment will be released on quarterly basis against submission of bills/invoices duly supported with a certificate issued by the User Department / Computer Division-IICB, stating that the services during the period of billing have been satisfactory and that the vendor completed all its contractual obligations. All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

7. LIQUIDATED DAMAGES

Subject to the Clause on Force Majeure, if the Supplier fails 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 0.5% of the delivered price of the unperformed Services or contract value in case the delivered price of the unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery of services / performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to the Clause on Termination for Default.

8. FORCE MAJEURE

Notwithstanding any other provisions of the contract, the Supplier shall not be liable for forfeiture of its ~~Performance Security~~, liquidated damages or termination of contract, 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.

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.

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.

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.

9. TERMINATION FOR INSOLVENCY

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.

10. SETTLEMENT OF DISPUTES AND ARBITRATION

CSIR-IICB and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Maintenance Contract. If after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either CSIR-IICB or the Vendor may give notice to the other party of its intention to commence arbitration, as here in after 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 of difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Cause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.

Dispute or differences arising between the CSIR-IICB and the vendor relating to any matter arising out of or connected with the Maintenance Contract 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 there of shall apply to the arbitration proceedings. 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 specifically provided under this agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi OR India International Arbitration Centre (IIAC) for appointment of arbitrator to adjudicate the dispute. 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 provided. 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. The venue of the arbitration shall be the place from where the AMC Work Order is issued/ executed.

11. APPLICABLE LAW

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

12. CODE OF INTEGRITY FOR PUBLIC PROCUREMENT

12.1 The purchaser requires that the Bidders, Suppliers, Service Providers and Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement processor affect the execution of a contract.
(e)	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
(f)	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
(g)	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

12.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

- 12.3 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as prescribed in the Tender Document. 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 by Competition Commission of India, and so on.

Obligations for Proactive disclosures

- a) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- 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) 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.

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:

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

13. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contract or for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

14. The following details should be provided by Service Provider:

- **Channel of registering service request, response time for resolving the request.**
- **Channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. this would include provision of help lines, complaint registration and escalation procedures.**

15. **Bidder shall furnish a certificate to the effect that the prices charged by him should not exceed the prevailing rates charged by him from others for similar services. While claiming payment, the AMC holder is also to give a certificate to this effect in his bill.**

16. **Number of services offered, required for the reliability & performance of the Bidder:** Bidder must have provided at least **02 [two] number** of the same/similar services [as described in the Chapter 4 of this Tender Document] of more than Rs. 5 lakhs during last **04 years** ending on 31.03.2025 to CSIR Laboratories/ Govt. Research Institutes or organizations/ PSUs, **OR** Bidder must have provided at least **04 [four] number** of the same/similar services [as described in the Chapter 4 of this Tender Document] of more than Rs. 2.5 lakhs during last **04 years** ending on 31.03.2025 to CSIR Laboratories/ Govt. Research Institutes or organizations/ PSUs. Bidder shall provide copies of Purchase Orders & relevant service reports or performance reports along with technical bid. It will be the part of the evaluation criteria.

Note: All the Startups/MSEs are to be allowed for relaxation of conditions of prior turnover and prior experience of public procurement subject to meeting quality and technical specifications as per G.O.I. norms.

17. ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS

OTHER Detailed Terms and Conditions pertaining to the Contract are laid down in the attached Document.

Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.

Yours Faithfully,

Controller of Stores &Purchase
For and on behalf of CSIR

Encl: Other Detailed Terms and Conditions of the Contract. [Annexure-I]

Chapter 2

PRICE SCHEDULE FORMS

MANDATORY INSTRUCTIONS TO BE FOLLOWED BY BIDDERS

BIDDER SHALL QUOTE THEIR PRICES IN THE BOQ MS EXCEL BOQ FILE AS UPLOADED ON THE CPP PORTAL, www.etenders.gov.in. WHILE FILLING UP THE BOQ FILE, BIDDER MUST ENSURE THAT ALL THE FIELDS/CELLS ARE FILLED UP. IN CASE NO QUOTE IS OFFERED FOR ANY PARTICULAR CELL/FIELD, THE NUMERAL "ZERO" MUST BE ENTERED. BIDDERS MUST UNDERSTAND THAT THE VALUE ENTERED IN THE BOQ FILE IS FINAL AND NO SUBSEQUENT CHANGES SHALL BE ALLOWED.

BIDDERS MUST EXERCISE SUFFICIENT CAUTION WHILE FILLING UP THE BOQ FILE SO THAT ALL THE RELEVANT UNPROTECTED CELLS ARE FILLED UP CORRECTLY. FOR MULTI-CURRENCY BOQ, INSTRUCTIONS FOR FILLING UP THE BOQ IS ALSO UPLOADED ON THE CPP PORTAL. BIDDERS MAY SEE THOSE INSTRUCTIONS FOR DUE GUIDANCE.

PRICE EVALUATION SHALL BE DONE IN THE MANNER PRESCRIBED IN CHAPTER 1 – INSTRUCTIONS TO BIDDERS. FOR CLARITY AND PROPER ASSESSMENT OF PRICES QUOTED, BIDDER SHALL ALSO FILL UP THE PRICE SCHEDULE FORMS APPROPRIATELY.

THERE IS ALSO A PROVISION OF UPLOADING A PDF COPY OF THE PRICED BID ON THE CPP PORTAL WITH COMPONENT WISE PRICE BREAK UP. BIDDER MAY PROVIDE COMPLETE BREAK-UP OF EACH COST COMPONENT FOR CLARITY. BIDDER MUST ENSURE THAT THERE IS NO MIS-MATCH BETWEEN THE PRICES QUOTED IN THE BOQ SHEET AND THE PDF DOCUMENT [PRICE BID AND PRICE SCHEDULE FORM] . IN ANY CASE, THE PRICES ENTERED IN THE BOQ SHEET SHALL BE CONSIDERED BY THE SYSTEM GENERATED COMPARATIVE SHEET.

Note: The bidder shall quote the price for one-year maintenance contract as a single job. Part quote shall be summarily rejected. Both the Price Schedule Form and the BoQ are mandatory for the evaluation of financial bids. Please note that there should not be any discrepancy between pdf version and BoQ version. However, in case there is any discrepancy, the pdf version will be final and comparison will be made on the pdf basis and if required the compliance sheet will be uploaded in the CPP Portal.

The evaluation will not be based on item-wise basis, rather the evaluation will be on a consolidated basis. Please upload the prices of all the items (SL No. 1 to SL No. 8) mentioned in the Annexure –A through price schedule form (mentioned in Page No. 30 of the Tender Document) and BoQ (in .xls file)

Chapter 3**FORMS**

Sr. No.	Name of the Form	FORM
1	Application Form	01
2	Service Engineer Details Form	02
3	Bidder's Information Form	03
4	Bid Securing Declaration Form	04
5	Format for declaration by the Bidder for Code of Integrity & conflict of interest	05
6	Performance Security Form	06
7	Self-Certification for Make in India	07
8	Self-Certification regarding Restrictions as per Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23 rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023	08

FORM-01**Prescribed Format for Application**

(to be submitted on the Letter head of the Bidder)

The Director,
 CSIR-Indian Institute of Chemical Biology
 4, Raja S.C. Mullick Road
 Kolkata700032
 West Bengal

**SUB: NON-COMPREHENSIVE AMC FOR NETWORK SYSTEM AT CSIR-IICB KOLKATA [JADAVPUR AND
 SALT LAKE CAMPUSES] FOR ONE YEAR PERIOD**

Ref: Your Tender Document No.....dated.....

Dear Sir,

I/We have read and understood the terms and conditions for Non Comprehensive AMC for Network System at CSIR-IICB Kolkata [Jadavpur and Salt Lake campuses] for one year period, and hereby accept all the terms and conditions.

I/We also understand that as per terms of the tender, bidder should quote the prices for all the items [Sl.No.01 to Sl.No.08 of Annexure A of the Tender Document and also given in the MS-EXCEL BOQ file]. The lowest evaluated responsive bidder shall be determined on overall price basis [i.e. total price inclusive of all taxes for items from Sl. No.01 to 08 of Annexure A of the Tender Document and in the MS-EXCEL BOQ file].

Yours faithfully,

Date_____

Signature_____

Name & Designation_____

FORM-02

(Details of Service Engineer)

(To be submitted on Bidder’s letter head together with Technical Bid)

S. No.	Name and Designation	Qualification/ Certification	Whether the employee is permanent /direct employee of bidder?(if yes, supply PF record)	Years of experience in relevant Area	Remarks

Date_____

Signature_____

Name & Designation_____

(to be signed and stamped by Bidder’s authorized representative)

FORM- 03**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]

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: Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

FORM-04**Bid Securing Declaration Form**

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

FORM-05**Format for declaration by the Bidder for Code of Integrity & conflict of interest**

(On the Letter Head of the Bidder)

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.

It is certified that we are not 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 / Tender.

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

FORM-06 (Not Applicable)

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 Bank and address of the Branch

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.

FORM- 07**Self Certification for Make in India**

(to be furnished on Bidder's official letterhead and signed by the authorized signatory of Bidder)

Reference: Order No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 and subsequent amendment vide ref. no. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, New Delhi.

We hereby certify that based on the local content in the goods or services offered by us against CSIR-IICB, Kolkata Tender No._____, we are Class (Supplier needs to mention whether Class-I local supplier or Class-II local supplier).The local content in the offered goods or services as computed by us is ____ % (i n w o r d s) percentage.

The details of the location(s) at which the local value addition is made is as below:

Sl. No.	Name of the Location	Full Address of the Location

We also certify that if the details are found to be false then it shall be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Place :

Date :

Signature of Authorized Signatory of OEM _____

Name of Authorized Signatory of OEM _____

Designation of Authorized Signatory of OEM _____

Address _____

Mobile Phone No. _____

Email ID _____

Company Seal _____

[All Fields are mandatory]

Note: - The bidders offering imported products will fall under the category of Non-Local suppliers. They cannot claim themselves as Class-I/ Class-II local suppliers by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition. Also, the bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC as local value addition.

FORM-08**Self Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)**

(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)

Reference: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD(1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read the clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-IICB Tender Document No. _____ [**please indicate the tender document reference**] regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. **[Where applicable, evidence of valid registration by the Competent Authority shall be attached]**"

Place:
Date:

Authorised Signatory.
Name:
Designation
Address
Mobile No.
e-mail ID
Company Seal.

Self Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) in case of Specified TOT(Transfer of Technology)

(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)

Reference: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read the clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-IICB Tender Document No. _____ [**please indicate the tender document reference**] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority."

OR

"I have read the clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-IICB Tender Document No. _____ [**please indicate the tender document reference**] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

Place:
Date:

Authorised Signatory.
Name:
Designation
Address
Mobile No.
e-mail ID
Company Seal.

Chapter 4

ANNEXURE I

Non-Comprehensive Annual Maintenance Contract (AMC) for Network System of Jadavpur and Salt Lake Campuses of CSIR-IICB, Kolkata

1. Introduction:

CSIR - Indian Institute of Chemical Biology, Kolkata looking for the Non-Comprehensive Annual Maintenance Contract (AMC) for the maintenance of the network system of both Jadavpur and Salt Lake Campuses, Kolkata. This includes all Active and Passive Items, OFC Cables & Links, UTP Cables & Links and related Network Equipment Maintenance and Services across Jadavpur Campus and Salt Lake Campus Kolkata. The Bidder / Service provider will be responsible for the upkeep of Network infrastructure at both the campuses to ensure optimal performance with minimal downtime.

2. Scope of Work:

The scope of the Non-Comprehensive Annual Maintenance Contract (AMC) encompasses maintenance activities for both active and passive network components as per the Annexure-A List. The service provider shall provide all necessary tools, expertise, and resources to perform the required maintenance and support services. Ensure smooth and uninterrupted operations of network infrastructure at both campuses of the institute. Minimize downtime through proactive monitoring, fault resolution, and preventive maintenance. Deliver all necessary technical support to optimize network performance and reliability. This scope ensures robust network management and a high standard of service for the institute's network infrastructure.

2.1 List of Items:

Annexure – A

S.No	Description	Make / Model	Quantity
1	Routers	Cisco 3800 / Juniper SRX550	2 No.s
2	Layer 3 Managed Switches	Juniper EX4550 / HP A10508	2 No.s
3	Layer 2 Managed Switches	Juniper EX2200 / Juniper EX3300 / HP 2530 48G / Netgear Prosafe M4100 26G / HP A5500 JG241A / H3C S5500 Series / Netgear GS724TP	20 No.s
4	Access Points	HP Aruba IAP-207-RW / HP Aruba AP-303-RW	40 Nos.
5	Network Racks	42U / 9U / 6U / 4U / 2U	22 No.s
6	OFC Link Nodes	Multi-Mode / Single Mode Uplink Nodes	30 No.s.
7	UTP Link Nodes	UTP Cat6 Nodes	700 No.s
8	Services & Technical Support	Services & Technical Support as per the Scope of the Contract at both the campuses of CSIR-IICB Kolkata	1 Job

Note: The above list is indicative and the award firm have to survey the availability of network and other items listed in this tender at both the campuses of CSIR – IICB (Jadavpur Campus and Salt Lake Campus) to ascertain the exact numbers and furnish a list, location wise to the purchase department along with approval from the Head, IT Division for actual order quantity under Non-Comprehensive AMC.

2.2 Call Escalation and On-Call Services including Response and Resolution Time:

- **Call Escalation and On-Call Services:**
 - All complaints either minor or major will be reported by a Call / SMS / Email by the IT Division of both the campuses and the Bidder or Vendor must attend the call and act immediately to solve the problem as per the response and resolution timings mentioned in this tender.
 - The Bidder may resolve the problems either remotely or on-site visit. Technicians should be available and extend the services for on-site services, as and when required, to resolve any critical and urgent issues as per the response and resolution timings mentioned below.

- The Bidder or Vendor should attend all types of Active and Passive Breakdown calls as per the response and resolution timings given below and there is no limit on number of visits.
 - The bidder should ready to work 24/7 basis on emergency or major break downs including holidays or week off days.
 - No Transportation Charges or Transportation will be provided for attending calls at any of the CSIR-IICB Campuses. It is the bidder scope to arrange all necessary transportation.
 - The Bidder should provide three levels of hierarchical escalation matrix along with complete responsible engineer or manager details like Name, Designation, Qualifications and Experience, Mobile Number and Email Address etc. and must submit the details along with bid. Change of responsible engineer or manager details must have informed in advance for smooth execution of the contract.
- **Response and Resolution Time:**
The service provider / bidder must adhere to the following timelines:
 - **Response Time:** All complaints must be acknowledged and attended by the bidder within 4 hours for minor faults or major faults. But If it is a major network outage then the vendor or firm should attend on priority basis.
 - **Resolution Time:** All faults must be resolved by the bidder within 24 hours of complaint acknowledgment.
 - **Escalation Matrix:** All unresolved issues beyond the specified resolution time must be escalated to higher level engineers or specialists as per the requirement and it must have resolved within 48 hours.

2.3 Scope of Services for Active Network Items:

Network Monitoring and Performance:

- Regular inspection of switches, routers, and access points, ensuring proper operation of LEDs, console ports and network health.
- Monitor network performance metrics such as CPU, memory, bandwidth, latency, packet loss, and traffic patterns.
- Analyse logs to detect and mitigate potential issues or abnormal traffic patterns.

Updates and Security:

- Install firmware updates and apply security patches regularly.
- Monitor for unauthorized access or suspicious activity (Intrusion Detection / Prevention).
- Maintain effective security policies through configuration tuning and firewall integration with Layer 2 / Layer 3 devices.

Configuration and Optimization:

- Configure / Re-configure Routers / Switches and Access points and its services VLANs, STP, QoS, ACLs, DHCP, DNS and IP addressing for LAN and Wi-Fi systems based on institutional needs.
- Optimize bandwidth usage and network traffic flows.
- Extension of LAN/Wi-Fi systems or redefine Network segments & IP Addressing as needed.

Fault Detection and Troubleshooting:

- Identify and resolve device failures, link issues, or network congestion.
- Provide real-time assistance for security breaches or anomalies.
- Repair or replace faulty cables and address connection or configuration issues promptly.

Maintenance Activities:

- Periodic physical inspections and cleaning of routers, switches, access points, racks, and cables.
- Fixation, relocation, or installation of devices as and when required with accessories.
- Backup and restoration of configurations and data, ensuring disaster recovery readiness.
- Maintain redundancy systems to eliminate single points of failure.

Remote Access and VPN Management:

- Ensure secure and efficient remote connections through VPN management.

Scalability and Upgrades:

- Assess capacity for future network growth, plan for scalability, and implement new devices or services as needed.
- Perform hardware upgrades to maintain performance.

Reporting and Documentation:

- Maintain updated asset inventories for hardware and software.
- Provide periodic performance reports, incident logs, and documentation of resolved issues.

Uptime Commitment

- Guarantee a minimum network uptime of 99.9%, supported by redundancy systems and proactive monitoring.

2.4 Scope of Services for Passive Network Items:**Cable Management and Organization:**

- Regular organization and labelling of patch cords, cable bundles, and terminations.
- Remove unused or redundant cables to avoid clutter.
- Ensure proper routing and bundling in raceways, ducts, trays, and conduits to prevent tangling or damage.
- Inspect and maintain cable pathways, trays, ladders, conduits, addressing blockages or structural issues.

Cable Inspection and Replacement:

- Inspect and replace damaged Ethernet (Cat 5e, Cat 6, Cat 7) and fiber optic cables.
- Test continuity, speed, and attenuation of copper and fiber cables using cable testers or OTDR tools.
- Repair, re-terminate, or replace faulty cables, connectors (RJ45, SC, LC, ST) and patch cords.
- Maintain shielded cables to ensure protection against electromagnetic interference.

Fiber Optic Cables & Associated equipment Maintenance:

- Conduct OTDR testing, fusion splicing, Jointing, re-routing, Re-termination as needed.
- Clean and inspect connectors for physical damage or contamination, ensuring signal quality.
- Address broken or degraded fibers and maintain fiber wall terminations.
- Connectivity Hardware Maintenance
- Inspect patch panels, keystone jacks, and faceplates for damage; re-terminate or replace as needed.
- Ensure functionality of LAN wall outlets and replace damaged faceplates or connectors.
- Maintain secure connections and alignment of racks, enclosures, and patch panels.

Network Racks and Accessories:

- Tighten connections, bolts and screws in network racks.
- Ensure proper ventilation and cooling within racks.
- Replace damaged cable ties, Velcro straps, grommets, or mounting brackets.
- Check and ground racks, enclosures, and metallic components.
- Shifting of Network Racks and Associated equipment as when required basis.

Power and Environmental Protection:

- Inspect power strips, PDUs, and grounding systems; ensure proper functionality and bonding.

- Maintain lightning arrestors and replace worn or damaged components.
- Inspect weatherproofing and shielding for outdoor cables and replace as required.

Preventive Maintenance and Testing:

- Conduct regular visual and functional inspections of passive components.
- Test copper cables for signal strength, crosstalk, and length; test fiber for attenuation and loss.
- Proactively replace aging components before failure to maintain system integrity.

Documentation and Compliance:

- Maintain updated labelling and network layout diagrams.
- Keep an inventory of passive components, including cables, connectors, and accessories.
- Ensure compliance with TIA/EIA, ISO/IEC, and local wiring standards.

Uptime and Reliability

- Guarantee a minimum uptime of 99.9%, supported by preventive maintenance and redundancy systems.
- Plan and implement upgrades for outdated standards (e.g: Cat 5 to Cat 6a or Cat 7).
- Safely dispose of damaged or obsolete components.

2.5 Other Services:

- The Entire Network System of both campuses should monitor through a NMS (Network Monitoring Software) Preferably Open Source Software (Linux Based) and It is Supplied, Installed, Configured and Deployed by the bidder and Add All Network Components of both the campuses (multi brand) in a single software to monitor the status of the equipment and also able to generate the reports. The Hosting place will be provided by the IT Division of CSIR-IICB for hosting the Network Monitoring Software.
- The Bidder should survey at both the campuses and provide the list of active & passive items and network nodes room wise and campus wise including necessary connectivity network diagram.
- The bidder must provide consumables and accessories required for routine and corrective maintenance either for active network items or passive network items like fiber patch cords, SFP / SFP+ Modules, UTP patch cords, connectors, power cables, screws, clamps, dressing items, nuts, bolts, tags, RJ45 Connectors, fiber terminator connectors, I/O Box and its accessories or any other consumables or accessories required for executing the AMC contract.
- The major hardware parts other than consumable items like PCB's, SMPS Units etc. will be procured by the CSIR-IICB but the Bidder / Firm should provide an alternative solution or item during the procurement process to minimize the downtime.
- The bidder should also provide the necessary support and services for the items which are under warranty and extend the services like call log and follow up with OEM for parts replacement, integrate with network system and NMS software, configuration and reconfiguration or any other necessary services required to run the network system smoothly.
- The Bidder should also extend the support to integrate all Active and Passive Network items with Firewall of the institute and Provide necessary support for framing the policies and rules to safe guard the network.
- The bidder also responsible for escalate the issues with the ISP's during the down time including other services like band width sharing and Monitoring.
- The Bidder also responsible to keep the network safe from the all types of network vulnerabilities and security threats from the outside network or internet.
- The Bidder should also extend the support to trace or find the vulnerable network connected computers or laptops or servers or work stations as part of the incident response and precautions.
- The bidder should take necessary precautions or actions during any security incident or violation of policies happened.

- The Bidder should also responsible to configure, install and maintain the DNS and DHCP Servers and Its Services as per the requirement.
- The bidder must arrange all necessary tool kits, machinery and utilities to execute the AMC as and when required basis by following the security gate pass.

2.6 Preventive Maintenance Services:

- The bidder shall perform quarterly preventive maintenance on all covered equipment or items.
- Inspection and testing of all active devices and passive items.
- Regular testing of backup configurations for switches, access points and routers.
- Cleaning of network cabinets, patch panels, and active devices to prevent dust accumulation.
- Visual inspection of Fiber and UTP cables for wear and tear, kinks, or physical stress.
- Documenting the health status of all critical network components and support for the precautionary measures.
- Conduct the Network audit for entire network system including Jadavpur Campus and Salt Lake Campus quarterly basis to find the vulnerabilities or weakness or security loopholes or misconfigurations or ddos attacks or hacking attacks any other Security bleaches and Accordingly the bidder should provide the necessary support and precautions for safe guard from the all types of network attacks and vulnerabilities.

2.7 Installation, Laying, Commissioning, Fixing, End to End termination etc. for Passive Network Items related Services:

- The Bidder should also provide the necessary manpower and labour support as and when required basis for extension of LAN and Wi-Fi systems within the premises of CSIR-IICB Jadavpur campus and Salt Lake Campus.
- The Bidder must provide the LAN and Wi-Fi extension works or services like UTP or Fiber cable laying [Single Mode or Multi Mode] through ceiling or through ground including digging if necessary, Installation of UTP I/O Boxes, Installation of Fiber & Fiber LIUs, Installation of Patch Panels / Jack Panels, Fixing of Network Racks, Fiber Splicing and All necessary services for end to end termination of UTP or OFC cables.
- The required items will be provided by the CSIR-IICB, but few necessary consumables items like PVC Pipe Jointers, Screws, Bolts, Tapes, Tags, All Fixing accessories, Special PVC Pipes, Fixers, dressing items, Clamps, Fiber termination related accessories, Labour, Tools Kits, Fiber Splicing Machines etc. will be scope of the vendor or firm to supply and install as when required basis for extension of Networks during the AMC contract approximately for 1000 Meters UTP/Fiber Laying works and 50 UTP Nodes.

3. Other Terms and Conditions:

3.1 Penalty Clause:

- a) All faults or services booked on any working day will have to be rectified the same day otherwise latest by next working day.
- b) In case the firm fails to rectify within the time frame in penalty clause. 3.1 (a) then the vendor has to provide a standby identical item or solution on the next working day and take parallel action for repairing up to the next consecutive 7 working days.
- c) In case the firm fails to rectify within the time frame in Penalty clause. 3.1 (a) & 3.1 (b) where no STAND BY item or solution 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-IICB 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, IT Division and Purchase Committee.
- d) Fault booked will be treated as rectified if and only if the AMC service provider gets satisfactory report from the user or IT division on the date of rectification.

- e) The frequent delay in response time or non-resolution within agreed time frame or recurring the same issues or delay in preventive maintenance or not providing the reports / logs as required by the IT division or any other violation of the scope of work of the contract will be considered the firm as non-responsive and CSIR-IICB reserves the right to terminate the contract or a penalty shall be imposed as 10% of the annual AMC value. All penalties will be deducted from the quarterly AMC payments or from the performance bank guarantee.

3.2 Inclusion / Deletion of Non-Comprehensive AMC items list during the contract on pro-rata basis:

- During the course of Non-Comprehensive AMC tenure, if a new item, not in Non-Comprehensive AMC list, needs to be included in the existing list of item under Non-Comprehensive AMC list, of the similar category which is approved by the Head, IT Division and purchase committee, then a letter from CSIR-IICB shall be given to the vendor (after any quarter) after which they have to provide maintenance for the items.
- The vendor shall do necessary changes in their quarterly billing with a copy of letter from CSIR-IICB. It is applicable for any of the campuses of CSIR-IICB (Jadavpur and Salt Lake).
- During the course of Non-Comprehensive AMC tenure, if an item, needs to be excluded from the existing list of items under Non-Comprehensive AMC due to valid reason which is approved by the Head, IT Division and purchase committee, then a letter from CSIR-IICB shall be given to the vendor (after any quarter) after which they have to amend the list and the bill for the remaining items only with copy of letter from CSIR-IICB. It is applicable for any of the campuses of CSIR-IICB (Jadavpur and Salt Lake).
- Deletion or Addition of items should be done with through approval from Head IT Division and Purchase Committee along with necessary approval from the competent authority.

3.3 Contract Tenure:

- The initial contract will be for One Year from the date of Purchase Order or Specific Dates Specified on the Purchase Order.
- The contract may have extended for another year based on the satisfactory services and requirement of the CSIR-IICB along with updated list of active and passive items list.

3.4 Payment Terms:

- Payments will be made on a quarterly basis upon submission of valid quarterly invoice bills, maintenance reports and satisfactory services reports. The quarterly payment will be processed after deduction of applicable taxes and penalties if any.

3.5 CSIR-IICB Campuses address for executing the contract:

- **Campus – 1:** CSIR - INDIAN INSTITUTE OF CHEMICAL BIOLOGY 4, RAJA S.C. MULLICK ROAD, KOLKATA – 700 032 (WEST BENGAL), INDIA
- **Campus – 2:** CSIR - INDIAN INSTITUTE OF CHEMICAL BIOLOGY – TRUE CN 6, SECTOR V, SALT LAKE CITY, KOLKATA – 700 091 (WEST BENGAL), INDIA

Bidder Eligibility Criteria:

- I. The bidder must be valid ISO certified for related services. The proof should be submitted with Technical bid.
- II. The bidders should be registered with Income Tax and GST, the supporting valid document copies for GST Registration, Income Tax Registration (PAN), Service Tax Registration and any other document required for rendering services etc. shall be required to be submitted with the Technical bid.
- III. The bidder should have an average annual turnover of Rs. 5.00 lakhs or more especially from IT and Network services for the financial years 2024-2025, 2023-2024, 2022-2023, 2021-2022 and valid proof of documents may be provided with Technical bid.

Note: In this regard, as per GOI guidelines, Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE bidders provided they meet the required technical and quality parameter.

- IV. The bidder should have similar services of at least 2 orders of more than Rs. 5 lacks each during the financial years: 2024-2025, 2023-2024, 2022-2023, 2021-2022) especially for AMC of Network System from Govt. Departments or Agencies [The bidder must provide individual work order copies and Certificate of satisfactory completion or satisfactory performance along with Technical bid].

(or)

The bidder should have similar services of at least 4 orders of more than Rs. 2.5 lacks each during the financial years: 2024-2025, 2023-2024, 2022-2023, 2021-2022) especially for AMC of Network System from Govt. Departments or Agencies [The bidder must provide individual work order copies and Certificate of satisfactory completion or satisfactory performance along with Technical bid].

Note: In this regard, as per GOI guidelines, Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE bidders provided they meet the required technical and quality parameter.

- V. The Service Engineers should be competent enough along with good hands on experience / expertise for executing the Non-Comprehensive AMC services as per the scope of the tender [List of Service Engineers along with qualifications, experiences etc. may be submitted with Technical bid].
- VI. 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-IICB 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.]

Note:

CSIR-IICB 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 CSIR-IICB's tender enquiry after opening of technical-bids/offers and same will be rejected as incomplete offer.

<p>Note: All the Startups/MSEs are to be allowed for relaxation of conditions of prior turnover and prior experience of public procurement subject to meeting quality and technical specifications as per G.O.I. norms.</p>
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Price Schedule Form

S.No	Description	Make / Model	Unit Price	Qty	Total	Taxes	Total with GST
1	Routers	Cisco 3800 / Juniper SRX550		2 No.s			
2	Layer 3 Managed Switches	Juniper EX4550 / HP A10508		2 No.s			
3	Layer 2 Managed Switches	Juniper EX2200 / Juniper EX3300 / HP 2530 48G / Netgear Prosafe M4100 26G / HP A5500 JG241A / H3C S5500 Series / Netgear GS724TP		20 No.s			
4	Access Points	HP Aruba IAP-207-RW / HP Aruba AP-303-RW		40 No.s			
5	Network Racks	42U / 9U / 6U / 4U / 2U		22 No.s			
6	OFC Link Nodes	Multi-Mode / Single Mode Uplink Nodes		30 No.s			
7	UTP Link Nodes	UTP Cat6 Nodes		700 No.s			
8	Services & Technical Support	Services & Technical Support as per the Scope of the Contract at both the campuses of CSIR-IICB Kolkata		1 Job			
Grand Total including all Taxes:							

Note: The bidder shall quote the price for one-year maintenance contract as a single job. Part quote shall be summarily rejected.

The evaluation will not be based on item-wise basis, rather the evaluation will be on a consolidated basis. Please upload the prices of all the items (SL No. 1 to SL No. 8) mentioned in the Annexure –A through price schedule form (mentioned in Page No. 30 of the Tender Document) and BoQ (in .xls file)

Chapter 5

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division

264-C, North Block, New Delhi.

18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
 - ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)
2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

- a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*
- c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

(Kanwalpreet)
Director

Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

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Annexure**Example explaining applicability in scenario explained in para 4 c (a)(iv)**

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

- In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
- For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
- For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.
