



**CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY**  
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)  
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## **BID DOCUMENT**

For Procurement of “**Automated Isothermal Titration Calorimeter System**” through **Submission of offer in Two Bid Format**” through **NIC’s CPP Portal** by way of URL <http://etenders.gov.in/eprocure/app>

Bid to be submitted in “**Two Bid Format**” through NIC’s CPP Portal by way of URL <http://etenders.gov.in/eprocure/app> as per schedule mentioned in the Tender document.

**The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/eprocure/app>). Manual/Offline bids shall not be accepted under any circumstances.**

**In case of discrepancy between “Important Dates & Time” mentioned in this tender document and the “Critical Dates” mentioned in NIC’s CPP Portal then the dates and time displayed as “Critical Dates” at NIC’s CPP Portal will be final and binding upon the vendors.**

Tender issued by  
Stores & Purchase Officer  
CSIR-Indian Institute of Chemical Biology  
4 Raja S.C Mullick Road, Jadavpur, Kolkata-700032  
PHONE: +91 33 2483-1982 EPABX: +91 33 2499-5837, 5788  
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Email : [akpandey@iicb.res.in](mailto:akpandey@iicb.res.in) & [purchase@iicb.res.in](mailto:purchase@iicb.res.in)

**Enquiry No.: IICB/PUR/2/505/568/152RT/2018-19**  
**Dated 13.02.2019**

NB: THIS BID DOCUMENT IS FREE OF COST IF DOWNLOADED FROM NIC’S CPP PORTAL BY WAY OF URL <http://etenders.gov.in/eprocure/app>

### Contents of Bid Document

The goods required, bidding procedures and contract terms are prescribed in this Bid Document which includes the following:

<b>Chapter No.</b>	<b>Title</b>	<b>Sub Title</b>	<b>Clause No.</b>
I	<b>Notice / Enquiry for Submission of offer in Two Bid Format</b>	-----	----
II	<b>Technical Specifications &amp; Other Important Requirements pertaining to equipment</b>	-----	----
III	<b>Instructions to Bidder (ITB) for submission of quotation etc. and Terms &amp; Conditions</b>	A. Eligibility/Qualification Criteria	1 – 2
		B. The Bidding Documents	3 – 5
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IV	<b>General Conditions of Contract (GCC)</b>	-----	GCC 1 – GCC 41
V	<b>Special Conditions of Contract (SCC)</b>	-----	SCC 1 – SCC 34
VI	<b>Bid Form</b>	-----	----
VII	<b>Bid Security Form</b>	-----	----
VIII	<b>Manufacturer's Authorization Form</b>	-----	----
IX	<b>Bidder's Performance Statement Form</b>	-----	----
X	<b>Service Support Details Form</b>	-----	----
XI	<b>Deviation Statement Form (ITB/GCC/SCC)</b>	-----	----
XII	<b>Technical Compliance Statement Form</b>	-----	----
XIII	<b>Contract Form</b>	-----	----
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**Enquiry No.** IICB/PUR/2/505/568/152RT/2018-19  
 13.02.2019

**Date**

**TENDER FOR SCIENTIFIC EQUIPMENTS**  
**(Submission of offer in Two Bid Format)**

Tenders/Bids are invited under **Two Bid System (Part I – TECHNO-COMMERCIAL BID & Part II – PRICE BID)** from reputed Equipment Manufacturers / Indian Authorized Agents of Foreign Suppliers for the supply of Scientific Equipments as mentioned below:-

Sl. No.	Name of the Item/Description	Quantity	Earnest Money Deposit (EMD) to be submitted along with Technical Bid		
			INR	US \$	Euro €
1.	<b>Automated Isothermal Titration Calorimeter System</b>	<b>01 Unit</b>	<b>3,00,000-00</b>	<b>4225-00</b>	<b>3750-00</b>

The Tender Documents can be downloaded from the NIC's CPP Portal free of cost. Tenders submitted as per the terms & conditions mentioned in Bid/Tender Document only will be accepted.

**The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/eprocure/app>). Manual/Offline bids shall not be accepted under any circumstances.**

**IMPORTANT DATES & TIME**

Bid Publishing Date	<b>14.02.2019 up to 3.00 PM (IST)</b>
Document Download / Sale Start Date	<b>14.02.2019 at 3.00 PM (IST) onwards</b>
Bid Submission Start Date	<b>14.02.2019 at 3.00 PM (IST) onwards</b>
Last date and time of submission of Bid /Quotation (Bid Submission closing date)	<b>07.03.2019 up to 01:00 PM (IST)</b>
Bid Opening Date	<b>08.03.2019 at 01:00 PM (IST) onwards</b>
Venue of Opening of Bids	<b>NIC's CPP Portal</b>
Tenders to be submitted at	<b>NIC's CPP Portal</b>

Important note :

- Please strictly adhere to the dates/times mentioned in this document  
In case of discrepancy between “Important Dates & Time” mentioned in this tender document and the “Critical Dates” mentioned in NIC’s CPP Portal then the dates and time displayed as “Critical Dates” at NIC’s CPP Portal will be final and binding upon the vendors.
- **Prospective bidders are requested to submit their offers in Two-Bid format through NIC’s CPP Portal by way of URL <http://etenders.gov.in/eprocure/app> as per schedule mentioned in the tender documents.**
- **Bidders must provide the Technical Compliance Statement that they comply to the specifications.**
- Requests for postponement will not be entertained.
- Fax/email bids will not be accepted.

The following requirements will be applicable for the bidders who intend to participate in the foreign procurement cases :

- Need of a certified copy of the agency agreement between the principal and the agent along with manufacturer’s authorization for Indian Agent / Indian Distributor / Associates. Both the documents are required. Kindly note that manufacturer’s authorization in lieu of agency agreement will not be accepted. In case both the documents are not submitted then offer may be rejected.
- Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.

Thanking you,  
Yours faithfully,



(A. K. Pandey)

Stores & Purchase Officer

(033) 2483-1982 / 2499-5837  
Email : akpandey@iicb.res.in

**Chapter II**  
**Technical Specifications & Other Important Requirements :**

Sl. No.	Technical specifications of Automated Isothermal Titration Calorimeter System	
1	<b>Measuring Principle</b>	Direct measurement of heat released or absorbed during a binding event with the heat compensation, detection via power feedback.
2	<b>Cell configuration</b>	Either Coin-shaped or cylindrical non-capillary cells attached to Peltier elements.
3	<b>Cell type</b>	Fixed cell with reaction volume of 200 $\mu\text{L}$ or lower. Cells must be enclosed in an adiabatic chamber. Vendors to specify the working volume and the dead volume for the offered cell.
4	<b>Cell material</b>	The instrument must have a high-sensitivity cell made of Hastelloy material to allow for the widest range of reagent chemistry, easy cleaning and facilities efficient stirring of the solution. The cell material should be inert and should not react with non-metal and metal ions such as carboxylates, phosphate ions, silver, gold, and should not adsorb biomolecules such as oligomeric and aggregated proteins, large nucleic acids etc. Vendors to specify the working detail about the resistivity of the constituent material to various possible samples. Cell material should be very high chemical resistance to extremes of pH and solvents, acid, base, and detergent based cleaning materials.
5	<b>Samples</b>	In solution state including turbid samples.
6	<b>Detectable heat range</b>	$\sim 50 \text{ ncal}$ to $\sim 10.0 \mu\text{cal}$
7	<b>Injection syringe capacity</b>	$\leq 50 \mu\text{L}$
8	<b>Injection volume precision</b>	$0.01 \mu\text{L}$ or better
9	<b>Equilibration time</b>	$< 6 \text{ min}$ (lesser will be preferred) between $25^\circ\text{C}$ to $5^\circ\text{C}$
	<b>Sensitivity:</b>	For coin shaped cell Base line noise level measured (RMS average) at $< 0.15 \text{ nano calories/second}$ and for Cylindrical shaped Cell, the Baseline stability is $0.02 \mu\text{Watt/hr}$ and Low noise level is $0.0014 \mu\text{Watt/hr}$ .
10	<b>User selectable Feedback Mode</b>	Multiple feedback mode option should be available to cover boarder range of binding reactions.

11	<b>Response time</b>	The system should be capable to provide user selectable response times with a minimum response time <12 seconds.
12	<b>Mixing or stirring speed</b>	The system should have user definable mixing speed (rotations per minutes, rpm) with a stirring speed as below. For cylindrical shaped cell 0 to 200 rpm and for coin shaped cell 0 to 1500 rpm.
13	<b>Operating temperature range</b>	Should be able to operate in the range 2°C to 80°C with temperature stability $\pm 0.00012^\circ\text{C}$ or better at 25°C.
14	<b>Equilibration option</b>	Fast equilibration and auto injection options should be available.
15	<b>Binding constants detectable range</b>	Should be able to detect interactions with binding constants in the range of submilimolar ( $10^2 \text{ M}^{-1}$ ) to nano-molar range ( $10^9 \text{ M}^{-1}$ ) [for normal binding] and $10^2$ to $10^{12} \text{ M}^{-1}$ [for competitive binding].
16	<b>Pipette assembly</b>	Automated and controlled by instrument control software to minimize sample loss or introduction of air bubbles encountered during manual filling
17	<b>Temperature control system</b>	Peltier controlled system.
18	<b>Injection syringe, wash module and UPS</b>	Purging options to remove air bubbles during loading on to injection syringe and compatible with cleaning accessories. Washing and cleaning of cell and syringe should be automated. Additional injection syringe must be provided. System should be provided with a degassing station and a 5 kVA/suitable UPS for running the instruments and computer .
19	<b>Service and Maintenance</b>	Instrument should have a warranty of 3 years for the entire system and all machinery part therein. Additional 2 years of free service (labor) is required for keeping the equipment operational after expiry of warranty period.
20	<b>Software</b>	Should be capable of running instrument, injector control, sample loading the injector, providing user- selectable binding models, and data merging like: single site, two site, sequential site, competitive site, and enzyme kinetics. Non-linear least square analysis of the data should include calculations to correct for the excluded concentrations of the macromolecules and ligands during each injection. It should be easy to export and use

		data in other formats. Analysis software: should provide unlimited copies of offline analysis software and should not require a separate software supporting license.
21	<b>Computer</b>	<p>(a) Suitable computer/workstation and necessary software for operation, data collection and analysis, viewing and printing should be provided. The computer/workstation should be from a branded company with following or better configuration: Intel(R) Core i7-2600 CPU@3.0 GHz or better, minimum 2 TB storage capacity, 8 GB RAM, 23" LCD monitor, keyboard, mouse, NVIDIA Quadro K600 1GB DDR3 Graphics Card or better graphics card.</p> <p>(b) Analysis software: should provide copies of offline analysis software and should not require a separate software supporting license.</p>
22	<b>Necessary Accessories</b>	All necessary accessories should be supplied with the instrument, as per standard package offered, including user manuals. Bottle kits, Bottling tubing-external, Filling port adapter with needle, extra tubing sets, drip tube, syringe, wash module, cleaning device and O-ring. Also additional injection syringe and additional pipette assembly must be provided.
	<b>Installation:</b>	The machine along with accessories should be installed in IICB and made fully functional by the company or through its authorized agents. The machine acceptance will involve trouble free operation of the capability of the system for which necessary consumables to be supplied along with the system. Demonstration and application training for students, Scientists and Technical staffs to be done at site. It should be free of cost by the supplier.

CSIR-IICB reserves the right to ask the vendors / suppliers to submit the shortfall documents pertaining to their eligibility criteria etc. mentioned in the tender document after opening of the technical offer (under Two Bid Format) within the stipulated time failing which their technical offer may be considered as non-responsive.

Tendered Technical specifications of CSIR-IICB will be the parameter of the technical evaluation including required warranty of the offered equipment by the vendor along

with eligibility criteria and other terms and conditions mentioned in the tender enquiry of CSIR-IICB. Vendor is requested to offer the model which completely satisfies the technical specification etc. of CSIR-IICB.

Any clarification on technical points asked by the technical committee of CSIR-IICB will be for the clarity of the equipment for arriving at a proper decision. Any clarification from the vendor of such nature which modifies the original quote in order to suite the technical specifications of CSIR-IICB after opening of bids will not be accepted.

Vendor will separately quote the optional items, if any, as per technical specifications. Optional items will not be taken into consideration for deciding the lowest technically suitable firm. CSIR-IICB reserves the right to procure the optional items and not to procure along with main equipment from the same manufacturer / supplier



Chapter – III  
INSTRUCTIONS TO BIDDER (ITB) FOR SUBMISSION OF QUOTATION ETC. AND  
TERMS & CONDITIONS

**A. ELIGIBILITY/QUALIFICATION CRITERIA**

1. Eligible Bidders

**1.1** Bids are invited from all manufacturers or their dealers specifically authorized by the manufacturers (see Chapter VIII of this document) to quote on their behalf for this tender and Indian agents of foreign principals, if any who have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the “Technical Specification”. Such equipments must be of the most recent series/models incorporating the latest improvements in design.

**1.2** Either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

• The following requirements will be applicable for the bidders who intend to participate in the foreign procurement cases :

1. Need of a certified copy of the agency agreement between the principal and the agent along with manufacturer’s authorization for Indian Agent / Indian Distributor / Associates. Both the documents are required. Kindly note that manufacturer’s authorization in lieu of agency agreement will not be accepted. In case both the documents are not submitted then offer may be rejected.
2. Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.

**1.3 OEM / Authorized Dealer / Agents of Supplier :** Except in case of Commercially-Off-the-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer’s authorization certificate and also manufacturer’s confirmation of extending the required warranty for that product. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer.

In case of large contracts (two bid system), especially capital equipment, the manufacturer’s authorization must be insisted upon on a tender specific basis, not general authorization / dealership, by so declaring in the bid documents clearly. Tender specific Manufacturer’s Authorization is required in this case.

In cases where the manufacturer has submitted the bid. The bids of its authorized dealer will not be considered and EMD will be returned.

**1.4 Conflict of Interest among Bidders / Agents :**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to disqualification. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) They have the same legal representative / agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f) 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 :
  - 1) The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2) Indian / foreign agent of behalf of only one principal.
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar

restriction would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

**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.

**1.6** If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/ product.

**1.7** Equipment manufacturers within India have to quote directly. Agents of Indian Equipment manufacturers who doesn't have a track record of supply of similar items i.e., installation and commissioning not done directly will not be entertained. In such cases bids submitted by Agents of Indian Equipment manufacturers would be rejected on the grounds of subletting or subcontracting. Such offers from so called agents of indigenous manufacturers will summarily be technically rejected for not following laid down Terms & Conditions of tender document and for not having any installations done by them directly.

**1.8** In case a foreign bidder who does not have an agent in India quotes then the foreign principal shall have to furnish a certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period. In case the foreign suppliers themselves would provide service during warranty then their service visit plan for mandatory visits and for breakdown visits may be provided.

**1.9** Bidders/vendors /supplier should have executed a job of similar nature or a supply of similar equipment of approximately the same value to any Central Government/State Government/PSUs/Autonomous bodies/Educational Institutions/National R&D Laboratories/CSIR Laboratories in India. To prove their technical capability firms need to enclose the copies of past projects / executed purchase orders of similar technical specifications. In case the Technical Committee/Purchase Committee/Decision Making Committee of the Institute does not find technical brochures or suitable technical explanations from firms then the firms concerned who fail to prove technical capability would stand rejected on technical grounds.

**1.10** Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.

**1.11** That adequate and specialized expertise is already available or will be made available following the execution of the contract in the Purchaser's country, to ensure that the support services are responsive and adequate.

**1.12** That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for ten years after end of warranty period if required.

**1.13** The Institute reserves the right to seek past purchase order copies from the user organizations. The past purchase order copies obtained from the user organizations will be kept entirely confidential & this will only be for tallying the prices for reaching at proper decision by Decision Making Committee of CSIR-IICB.

**1.14** The institute also may seek performance certificates from equipment manufacturers/the user organizations so as to confirm satisfactory functioning, installation & commissioning of the equipment.

**1.15** In order to assess the financial solvency of a firm Director, CSIR-IICB may seek a report from the bankers of the technically evaluated lowest quoting firm in order to assess if the firm is financially capable of executing the purchase order/work successfully.

**1.16** It will be the responsibility of the manufacturer/vendor/supplier to arrange the demonstration of the offered equipment at their cost if desired by CSIR-IICB failing which their offer will be

**considered as non-responsive and non-compliance to the terms & conditions of the tender document. Such demonstration, if arranged by the vendor on IICB's request, must establish the technical specifications and parameters of the tendered technical specifications of CSIR-IICB for the acceptance of their offer.**

**1.17** Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

**1.18** If before/after the placement of the Purchase Order it is found/noticed that the supplier has been black-listed/debarred by any firm then such supplier will be dropped from the tendering process as technically not suitable to quote or order will be cancelled. Thus, black-listed/debarred firms are requested not to participate in our tendering process.

**1.19** *Any additional bid participation criteria/eligibility conditions etc. mentioned in the Technical Specifications (Chapter II) sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.*

**1.20** CSIR-IICB reserves the right to ask the vendors/prospective bidders to submit the shortfall documents pertaining to their eligibility criteria etc. mentioned in the tender document after opening of the technical offer (under Two-Bid Format) within the stipulated time failing which their technical offer may be considered as non-responsive.

## **2 Cost of Bidding**

**2.1** The bidders 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.

## **B. THE BIDDING DOCUMENTS**

### **3. Cost of Bid Document**

**3.1** The Tender Documents can be downloaded from the website free of cost.

**3.2** The Tender Document can also be obtained/purchased on payment for ` 300/- by way of DD drawn in favour of "The Director, Indian Institute of Chemical Biology" payable at Kolkata.

**The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/eprocure/app>). Manual/Offline bids shall not be accepted under any circumstances.**

**In case of discrepancy between "Important Dates & Time" mentioned in this tender document and the "Critical Dates" mentioned in NIC's CPP Portal then the dates and time displayed as "Critical Dates" at NIC's CPP Portal will be final and binding upon the vendors.**

#### 4 Contents of Bid Document

4.1 The goods required, bidding procedures and contract terms are prescribed in this Bid Document which includes the following:

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XV	Integrity Pact Form	-----	----

4.2 The Bidder is expected to examine all instructions, forms, terms (ITB/GCC/SCC etc.) 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 shall result in rejection of the bid.

#### 5 Amendment To Bid Document

5.1 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 Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document. It will be displayed at NIC's CPP Portal and IICB's website.

5.2 The prospective bidders are required to keep a watch on the CSIR-IICB's website ([www.iicb.res.in](http://www.iicb.res.in)) and NIC's CPP Portal under "CORRIGENDUM" for any amendment to the tender document or to clarification to the queries raised by the bidders. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/ clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness.

5.3 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 also extend the deadline for the submission of bids.

### C. PREPARATION OF BIDS

#### 6. Language of Bid

6.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by English version.

#### 7. Documents Comprising the Bid

- The bid is required to be submitted in Two Bid Format at NIC's CPP Portal.

- Detailed Specifications, International Standards (BIS / INTERNATIONAL), Catalogues, List of users & Technical Details, Technical Compliance Sheet, etc. along with Operating Parameters, Pre-Installation Requirements, payment terms, warranty.
- Bid Security/EMD As Specified In the Invitation to Bids (ITB)
- Service Support Details Form
- Technical Specification Compliance Form
- Performance Statement Form
- Manufacturer's Authorization Form etc. as required by this tender document.
- Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per the qualification requirements/criteria.  
The comprehensive Annual Maintenance Contract (CAMC) and Non-Comprehensive Annual Maintenance Contract (NAMC) terms and conditions detailing the exclusions, if any and the estimated life of the equipment offered.
- If demonstration of the goods is deemed essential to ascertain conformity with the tendered specifications, then confirmation reflecting willingness to arrange demonstration of the equipment offered free of charge at CSIR-IICB, Kolkata or any other location on a mutually agreeable date.

#### 7.1 Annual Maintenance Contract (AMC)

(i) Comprehensive & Non-Comprehensive AMC rate for 3 years should be quoted separately as optional after the expiry of warranty for 03 (three) years for the entire system with all machinery part therein from the date of successful and complete installation, commissioning, demonstration & training and additional 2 years of free service (labor) for keeping the equipment operational after expiry of warranty period. However, the Annual Maintenance charges will not be considered for evaluation purpose for deciding the lowest technically suitable quote. The AMC Charges would only enable CSIR-IICB to take a decision at a future date whether it wants to enter into an AMC for the particular equipment at the price quoted by the bidding firms.

(ii) AMC charges for 3 Years (Comprehensive and Non-Comprehensive) after the expiry of warranty for 03 (three) years for the entire system with all machinery part therein from the date of successful and complete installation, commissioning, demonstration & training and additional 2 years of free service (labor) for keeping the equipment operational after expiry of warranty period. However, the AMC charges would not be taken into consideration for deciding the technically suitable lowest quoting bid.

#### 8. Bid Prices

**8.1** The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid. CSIR-IICB is a public funded scientific R&D centre and institute of higher studies (PhD). Please consider quoting special prices applicable to academic institutions as per your company policies.

**8.2** Prices indicated shall be entered separately in the following manner (For Indigenous Items):

- The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable.
- Taxes: CSIR-IICB is exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty (at concessional rates) under notification No.51/96 dated 23.07.1996. Hence Excise Duty and Customs Duty, if any, should be shown separately.
- CSIR-IICB is exempted on GST at reduced rates vide Notification No. 45/2017-Central Tax (Rate)/No. 47/2017-Integrated Tax (Rate), Dated 14.11.2017 issued by Ministry of Finance, (Department of Revenue) Government of India and Certificate of Registration F. No. 11/153/1989-TU-V dated 16.11.2017 issued by Ministry of Science & Technology (Department of Scientific and Industrial Research) Govt. of India. Please quote accordingly and indicate the basic cost and taxes separately.
- CSIR-IICB will issue the required certificate alongwith Purchase Order of mentioned above at sl. No. iii for availing exemption on GST at reduced rates if PO is awarded.
- We don't issue any 'Form C' or 'Form D'.
- If there is no explicit mention of taxes in your offer then quoted price will be *deemed inclusive* of such taxes. No other charges except those mentioned clearly in the quotation will be paid.
- Rates should be quoted FOR at CSIR-IICB, Kolkata inclusive of packing, forwarding, installation and commissioning charges etc.
- If ex-works prices are quoted then packing, forwarding, documentation, freight (including Kolkata road permit/Way Bill if required for delivering the Goods at the desired destination i.e. FOR, Stores,

CSIR-IICB, Kolkata) and insurance charges must be clearly mentioned separately. Vague terms like "packing, forwarding, transportation etc. extra " without mentioning the specific amount/percentage of these charges will NOT be accepted. Such offers shall be treated as incomplete and rejected. Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete.

ix. TDS will be applicable as per GST Rules.

**8.3** Prices indicated shall be entered separately in the following manner (For Imported Items):

(i) The price of the goods, quoted FOB/FCA port of shipment. Notwithstanding financial obligations under INCOTERMS 2010 FCA, all charges such as Export Packing, Loading Charges, Inland Freight, Warehousing and Export Clearance etc.

in the shipper country will have to be paid by the Supplier to the foreign associate of our duly appointed freight forwarding agent. Items as per the purchase order duly cleared for export in shipping country would be required to be handed over to our nominated freight forwarder.

(ii) CIF/CIP rates for shipping items upto Kolkata (India) Airport/Seaport preferably through AIR INDIA (for consignments coming through AIR) should also be mentioned. If facility of Air-India is not available in your country, specific intimation to this effect should be mentioned in your proforma invoice. Items are to be Packed, Marked & Labelled as per international norms. Small individual boxes must be palletized for easy handling & movement. Therefore state packing/ forwarding/ documentation charges etc. (each one) separately, if applicable. Order shall normally be placed on FOB/FCA basis but the Director CSIR-IICB reserves the right to place the order on CIF/CIP basis also.

#### **8.4 Training**

The supplier should provide detailed onsite training at CSIR – Indian Institute of Chemical Biology, Kolkata after installations and commissioning of the said equipment at CSIR-IICB free of cost. This training shall be to the satisfaction of CSIR-IICB Scientists – **Required in this case.**

#### **8.5 Installation & Commissioning:**

**8.5.1** Installation & Commissioning will be the sole responsibility of the Supplier / Indian Agent. Installation & Commissioning with all infrastructural works have to be done by the supplier. The vendor and Indian Agent will complete the installation & commissioning within **30 days** from the date of supply of equipment to CSIR-IICB. - **Required in this case.**

**8.5.2 Pre-requisite for installation:- Offer/bid/quotation must include pre-requisite for installation and commissioning of the equipment at CSIR-IICB. (Please see in Chapter No. II)**

#### **8.6 Warranty**

The Supplier must warrant that the goods supplied under the Contract are new, unused and the most recent or current and incorporate all recent improvements in design, materials as per specifications in this Tender Document. All Vendors (Manufacturers / Agents) must submit offers with at least **warranty for 03 (three) years for the entire system with all machinery part therein from the date of successful and complete installation, commissioning, demonstration & training and additional 2 years of free service (labor) for keeping the equipment operational after expiry of warranty period** at Site, (i.e., **CSIR-Indian Institute of Chemical Biology- Jadavpur, India**). After installation & successful commissioning of the equipment is completed in all respects at Site, (i.e., CSIR-Indian Institute of Chemical Biology, Kolkata, India) which would be considered for the tender evaluation purpose. The successful installation & commissioning date along with the date to be reckoned for start of the warranty period needs to be certified by the vendor & the user scientist. **This will be the part of the evaluation criteria for selecting the technically suitable firm and price comparison as well.**

The warranty offered should be unconditional and the seller should agree to replace or repair the equipment at his cost. The spare parts for the warranty repair have to be provided by the vendor.

#### **8.7 Delivery Period:**

- a) In case of foreign suppliers firm delivery period (in weeks) after opening irrevocable Letter of Credit (LC) must be given in Techno-commercial Bid. No part shipment is permitted. Transshipment is permitted in case of International flights only. If Computer and its peripherals are quoted as per requirement in INR and to be supplied locally (specifically mentioned in the bid/offer) then part supply will be permitted for the items to be supplied through indigenous source (Within India)
- b) In case of Indigenous suppliers the firm delivery period (in weeks) after issue of Purchase Order must be given in the Technical Bid. Delivery is to be made at IICB-Stores, Kolkata. Delivery must be on FREIGHT PAID BASIS for despatch by Road. If way bill is required for

delivery of the material to Stores, IICB, Kolkata shall be arranged by the supplier on their own cost (if charges are not mentioned in price schedule as extra).

**8.8** The bidder must provide information regarding mode of shipment whether it is by Air/Sea/Road/Rail failing which bid may be rejected subject to the discretionary power of the Director, CSIR-IICB, Kolkata.

**8.9** Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

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

## **9. Bid Currencies**

**9.1** Prices shall be quoted in Indian Rupees (INR) or in freely convertible foreign currency preferably in USD (\$), Euro (€), Yen (¥), GBP (£) wherever possible for correct evaluation during comparison.

## **10. Documents Establishing Bidder's Eligibility and Qualifications**

**10.1** Pursuant to ITB 7 (Documents Comprising the Bid), 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.

**10.2** That the bidder meets the Qualification Requirements listed in Chapter III and elsewhere in this document.

## **11. Documents Establishing Goods' Eligibility and Conformity to Bid Document**

**11.1** 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.

**11.2** Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our tendered specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:

- (i) A detailed description of the essential technical and performance characteristics of the goods; (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of 10 years, following commencement of the use of the goods by the Purchaser; and
- (iii) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

**11.3** For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. Technically unsuitable offers, offers not confirming to tender schedule shall be rejected.

## **12. Bid Security/EMD (Earnest Money Deposit)**

**12.1** The Bidder shall furnish, a bid security for an amount as specified in the Invitation for Bids/NIT as part of the Bid. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

**12.2** The bid security shall be in Indian Rupees or USD (\$) and shall be in one of the following forms:

- (i) A bank guarantee issued by a Nationalized /Scheduled bank, in the form provided in the Bid Document (Chapter –VII Bid Security Form) and valid for 45 days beyond the validity of the bid; or
- (ii) A Banker's cheque/demand draft or TDR in favour of the purchaser (i.e. The Director, Indian Institute of Chemical Biology payable at Kolkata.

## **12.3 E.M.D. (Earnest Money Deposit)**

Manufacturers/Agents must submit a Bid Security (EMD) as per format enclosed of **3,00,000-00 (Rupees three lakh only)** along with their Bids in the form of Demand Draft / Bankers Cheque/Bank Guarantee of any scheduled Indian Bank drawn in favour of Director, Indian Institute of Chemical Biology, Kolkata. Bids without EMD will not be valid or considered. However, firms registered permanently with NSIC who is

exempted from payment of EMD, will be allowed exemption subject to production of documentary evidence to this effect. Such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies. Foreign vendors/Indian Agents may submit Demand Draft drawn in favour of Director, IICB, payable at Kolkata in foreign currency of equivalent amount **USD 4225.00** or **Euro 3750-00**.

**12.4** While Bid Security (EMD) is a requirement, the Sanctioning Authority may grant exemption of Bid security to some specific parties having sound credentials and are of national/international repute. The reasons are to be recorded by the Sanctioning Authority while approving such decision for grant exemption.

**12.5** 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:

**12.5.1** A bank guarantee issued by a Nationalized/ Scheduled Indian Bank/Foreign Bank operating in India in the format 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 and routed through Nationalized / Scheduled Indian Bank or Through (12.5.2)

**12.5.2** Fixed Deposit receipt pledged in favour of the Laboratory. / Institute. or Through (12.5.3)

**12.5.3** A banker's Cheque or demand draft in favour of the IICB, Kolkata issued by any Nationalized /Scheduled Indian Bank.

**12.6** In case of bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, in case of Two Bid System, then in such cases, the technical bid of the vendors may be accepted provisionally till opening of the financial bids with which the vendor has attached the bid security.

**12.7** In case a firm is unable to submit the EMD before the due date and time and the firm provides an undertaking that they will provide the EMD within the next 48 hours of due date of opening then the tender opening committee can provisionally accept the bid subject to the condition that the EMD should be submitted within the next 48 hrs to the SPO, CSIR-IICB who will accept the same on the basis of an approval by the Director, CSIR-IICB, Kolkata. It is also to be seen that it should not become the rule for some firms to submit their EMD's late or else the Director, CSIR-IICB can take a decision not to accept such requests if it has become a repetitive case.

**12.8** The Bid Security may be forfeited if the bidder withdraws or modifies or amends its tender or impairs or derogates from its bid during the bid validity period or fails to sign the contract or fails to furnish order acceptance or performance Security in time.

**12.9** Any bid not secured in accordance with Clauses 12.1, 12.2, 12.3, 12.5 and 12.7 above will be rejected by the Purchaser as *non-responsive*.

**12.10** 12.10 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity or placement of order whichever is later.

**12.11** The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security against the Purchase Order placed by CSIR-IICB.

**12.12** The bid security may be forfeited:

- (i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (ii) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 21 days the order and/or fails to furnish Performance Security in the prescribed format.

### **13. Period of Validity of Bids**

**13.1** Bids must remain valid for at least 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

**13.2** In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e mail). The bid security provided under Clause No. 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

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

**14. Submission of detailed requirements for installation & commissioning of the equipment** 14.1 All Vendors / Agents must submit full details and requirements for Installation & Commissioning of the Equipment as per Technical Specifications submitted by them.

- (i) Water Supply (Filtered, Flow rate).
- (ii) Civil Works including Foundation, Flooring.
- (iii) Mechanical and Fabrication work required.
- (iv) Ambient Temperature Control (if required, as applicable).
- (V) Cooling requirement (if any).
- (vi) Electrical and Power requirements.
- (vii) Space and Dimensions for Installation of the equipment as per the Quotation of the Vendor.
- (viii) Requirements of Special Gases, if any.



**15. BIS/International Specifications:**

**15.1** Applicable BIS / INTERNATIONAL standards (like ISO etc.,) may be provided Specification must be mentioned in the Technical Bid. Valid Certificate of Calibration traceable to International Standards must be indicated in the Technical Bid, if applicable.

**16. Patent Right & IPR Laws:**

**16.1** The supplier shall indemnify the purchaser against all third party claims of infringement of Patent, Trademark or Industrial Design Rights arising from the use of Goods or any part thereof in the Purchaser's country. The vendor should be sure about his claim on the ownership of technology and total compensation in the event of a claim should be paid to the buyer in case of patent infringement.

**17. Right to Information Act.2005**

**17.1** The tenderer may indicate if any information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of your company.

**18. Format and Signing of Bid**

**18.1** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialized /endorsed by the person or persons signing the bid.

**18.2** Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

**18.3** The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

**18.4 The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/eprocure/app>). Manual/Offline bids shall not be accepted under any circumstances.**

**D. SUBMISSION OF BIDS**

**19.** The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/eprocure/app>). Manual/Offline bids shall not be accepted under any circumstances.

**19. (a)** Telex, Cable, Fax or e-mail bids will be rejected.

**20.** Deadline for Submission of Bids – As mentioned at NIC's CPP Portal under "Critical Dates/Corrigendum".

**20. (a)** The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause No. 5 (Amendment to Bid Document), 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.

**21.** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause No. 12.12.

**22.** Tender may be declared as unresponsive.

**22. (a)** The following are some of the points, for which a tender may be declared as unresponsive.

I. The Bid is unsigned.

II. The Bidder has quoted for goods manufactured by different firm without the required authority letter from the proposed manufacturer.

III. Bidder has not agreed to give the required performance security.

IV. The goods quoted are sub-standard, not meeting the required specifications.

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

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

**VII. If EMD is not submitted as per the Terms and Conditions of the Tender Enquiry.**

**VIII. Non-submission of certified copy of Agency Agreement between the foreign principal and Indian Agent.**

**23.** Integrity Pact : - Quoting firms will provide their acceptance for Integrity Pact by endorsing the format mentioned at Chapter No. XV with signature and seal of the firm – **Applicable in this case.**

**E. OPENING AND EVALUATION OF BIDS**

## 24. Opening of Bids by the Purchaser

**24.1** The Purchaser through its "TENDER OPENING COMMITTEE (TOC)" will open bids (Techno Commercial Un-priced Bids in case of Two Bids at NIC's CPP Portal.

**24.2** In Two-Part Bidding (Two Bid System), the financial bid shall be opened only after technical evaluation. Financial bids of those firms would be opened only who would be declared technically suitable as per CSIR-IICB's tendered specifications by the Technical/Decision Making Committee of CSIR-IICB after technical evaluation of the technical-bids.

## 25. Clarification of Bids

**25.1** To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid/offer. The request for clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained/considered.

**25.2** Any clarification and confirmation from the vendor after opening of the bid should not result in modification of their original offer in order to suit or meet the tendered specifications which would not be considered and accepted. Technical evaluation will be done strictly as per the details mentioned by the vendor in original offer with respect to the tendered specifications of CSIR-IICB. (PI. note)

**25.3** Any item not quoted in their original offer will not be accepted even though the party is willing to provide the materials + the unmentioned items at the same cost.

**25.4** Any confirmation/clarification/modification by the vendor against the letter from CSIR-IICB for communicating them the technical points of rejection would not make the firm technically suitable and their offer will stand as technically rejected. Technical evaluation will be done strictly as per original offer submitted by the vendor with respect to the tendered specifications of CSIR-IICB.

## 26. Preliminary Examination

**26.1** The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without proper Certificate in case the items fall under the restricted list of the current EXIM/Foreign Trade Policy shall be treated as non-responsive and rejected summarily.

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

**26.3** 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.

(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.

(vi) The goods quoted are sub-standard, not meeting the required specification etc.

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

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

(ix) If EMD is not submitted as per the Terms & Conditions of the tender enquiry.

(x) Non-submission of Copy of Agency Agreement.

(xi) If Integrity Pact (duly signed) is not submitted by the vendor –**applicable in this case.**

## 27. Responsiveness of Bids

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

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

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

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

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

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

**28. Non-conformities between the figures and words of the quoted price**

**28.1** Any discrepancy between quoted prices in figures and that in words, if noted will be sorted out in the following manner:

(a) If there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee/ Technical & Purchase Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(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.

(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.

**28.2** If there is such discrepancy in a bid, the same is to be conveyed to the bidder with target date on the above lines and if the bidder does not agree to the observation of the Purchaser, the tender is liable to be ignored and its Bid Security may be forfeited.

**29. Non-conformity, Error and Omission**

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

**29.2** Provided that a bid is substantially responsive, the Purchaser may request the Bidder to 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.

**30. Examination of terms & Conditions, technical Evaluation**

**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 including the terms & conditions mentioned in Chapter –III (i.e. Instructions to Bidders and submission of quotation etc. and Terms & Conditions).

**30.2** Prior to the detailed evaluation, the Purchaser will determine the *substantial responsiveness* of each bid to the Bid Document as mentioned at Clause No. 27 (Responsiveness of Bids). Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**30.3** The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause No. 11, to confirm that all requirements specified in Schedule of Requirement of the Bidding Documents have been met without any material deviation or reservation.

**30.4** If, after the examination of the terms and conditions and the technical evaluation with respect to the tendered technical specification of CSIR-IICB, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB, it shall reject the Bid.

**30.5** The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

**30.6** After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

**31. Evaluation & Comparison of Bids**

**31.1** Conversion to Single Currency:- To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable 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 in the case of single part bidding and the rates prevalent on the date of opening of Price bids in case of two-part bidding. For this purpose, exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website could also be used by the purchaser.

**31.2** For the bids surviving the technical evaluation which have been found to be substantially responsive shall be evaluated and compared.

**31.3** 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.

**31.4 PROCESS OF EVALUATION (BETWEEN INR QUOTE & FOREIGN CURRENCY QUOTE):-**

(a) The bids shall be evaluated on the basis of final landing cost which shall be arrived as under. The bidders should submit their quote as per the tender document which should be as follows.

(b) For goods manufactured in India:-

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

(ii) GST and other taxes like excise duty etc., which will be payable on the goods if the contract is awarded. CSIR-IICB is not entitled for issuing C&D form.

(iii) All Charges involved for inland transportation, insurance, West Bengal Way Bill/Road Permit if required for delivering the goods at the desired destination i.e, F.O.R, CSIR-IICB Stores, Kolkata, West Bengal.

(iv) The installation, commissioning, training, accommodation and travel charges, if any

(c) The goods manufactured abroad:-

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

(ii) The charges for freight forwarding, clearance, insurance, transportation, West Bengal Way Bill/Road Permit of the goods till the place of destination i.e., upto CSIR-IICB Stores, Kolkata.

(iii) The installation, commissioning & Training charges if any.

(iv) For other charges i.e., the CIF/CIP prices quoted by any foreign bidder shall be loaded further as mentioned in Clause No. 31.5.1 (a) & (b).

(d) The above points when added together as per (b) and (c) would be the basis of evaluation between indigenous & foreign bidders for deciding the lowest technically suitable bid. Please note that this cost comparison of technically suitable bids is only applicable in cases where there is one or more indigenous (INR) Quotes compared to foreign currency quotations.

The FOB/FCA price quoted should have all the charges built into it till the consignment is booked at the departing port. In case of import IICB will arrange insurance from supplier's warehouse to IICB stores at Kolkata.

Note : The offers of the firms who quote on Ex-works basis and do not mention the handling, documentation, packing, forwarding, transportation & insurance charges etc. separately will not be considered a responsive bid and the acceptance of such bid will vest entirely with the Director, IICB, Kolkata.

**31.5 PROCESS OF EVALUATION (BETWEEN INR QUOTE & FOREIGN CURRENCY QUOTE):-31.5.1**

The comparison between the indigenous and the foreign offers shall be made on FOR destination basis i.e., F.O.R CSIR-IICB, Stores, Kolkata and CIF/CIP basis of the foreign currency quote respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

a) Towards customs duty and other statutory levies –as per applicable rates.

b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value as per CSIR Purchase rules of Good and services – 2008 and Purchase manual of Best Practices – 2008.

The above cost comparison of technically suitable bids would be applicable only in cases where one or more indigenous and foreign quotes are being compared.

Note: Where there is no mention of packing, forwarding, freight, insurance charges taxes etc. such offers shall be rejected as incomplete. For the purpose of Custom Clearance Kolkata Air Port / Sea Port would be our destination port. All Firms quoting FOR IICB, Kolkata should mention in their quote about Transport Charge, Road Permit (Way Bill) and safe delivery at CSIR-IICB Stores.

Note: In case where the foreign principal quotes and he does not have an agent in India then the foreign service engineer visit and AMC charges should be provided. The foreign service engineer's visit during installation & commissioning would be added for the purpose of cost comparison and selection.

**31.6 PROCESS OF EVALUATION: (BETWEEN TWO OR MORE FOREIGN CURRENCY QUOTE):-**

In the purchase of many items against one tender, which are not inter-dependent or where compatibility is not a problem the comparison would be done on FOB/FCA price + warranty for 03 (three) years for the entire system with all machinery part therein from the date of successful and complete installation, commissioning, demonstration & training and additional 2 years of free service (labor) for keeping the equipment operational after expiry of warranty period to facilitate the proper cost comparison of technically suitable foreign currency bids. This evaluation would be followed while comparing two or more foreign currency quotes. Thus the FOB/FCA prices + warranty for 03 (three) years for the entire system with all

machinery part therein from the date of successful and complete installation, commissioning, demonstration & training and additional 2 years of free service (labor) for keeping the equipment operational after expiry of warranty period would be taken into consideration while finalizing the technically suitable lowest quoting firm. All the bidding firms should ensure that their FOB/FCA price should have packing, forwarding, internal freight, insurance charges mentioned so as to make it a technically responsive quote. The CIF/CIP prices quoted in such cases only act as an estimate and would not be taken for comparison of two or more foreign currency quotes. The Annual Maintenance Charges would not be the basis of evaluation. The Annual Maintenance charge would only be an estimate so that CSIR-IICB can take a decision at a future date whether it wants to enter into an AMC for the particular equipment at the price quoted by the bidding firms. To make it a technically responsive bid firms should quote both FOB as well as their CIF Kolkata, India, charges although for cost comparison purposes and for deciding the technically lowest quote the FOB/FCA prices + warranty for 03 (three) years for the entire system with all machinery part therein from the date of successful and complete installation, commissioning, demonstration & training and additional 2 years of free service (labor) for keeping the equipment operational after expiry of warranty period would only be the basis of evaluation between two or more foreign currency quotes taken into consideration.

Note: In case where the foreign principal quotes and he does not have an agent in India then the foreign service engineer visit and AMC charges should be provided. The foreign service engineer's visit during installation & commissioning would be added for the purpose of cost comparison and selection.

The Institute seeing the competitiveness of the CIF / CIP price quoted can place the order on CIF / CIP basis but the basis of evaluation for deciding a technical suitable lowest quoting bid would be FOB/FCA prices + warranty for 03 (three) years for the entire system with all machinery part therein from the date of successful and complete installation, commissioning, demonstration & training and additional 2 years of free service (labor) for keeping the equipment operational after expiry of warranty period.

**31.7** Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining *inter-se* position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

**31.8** Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete. *Therefore quotations showing only Ex-Works (EXW) prices shall be rejected summarily.*

**31.9** If the bidder has quoted certain optional items, these items should not be taken into consideration for the evaluation of the bid unless the specifications of the optional item quoted by the vendor are part of original indented specification.

**31.10** The cost of the enquired instrument and incidental charges must be quoted separately in BOQ.

**31.11** If there is any discrepancy in the cost quoted between PDF Financial Bid and BOQ, then the cost mentioned in the BOQ will be final.

**32. Contacting the Purchaser**

**32.1** Subject to ITB Clause No. 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. If the bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

**32.2** 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.

**33. Post qualification**

**33.1** In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having, submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause No. 10 & 11.

**33.2** 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.

**33.3** 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. PAYMENT TERMS**

**34. Payment terms:**

**The financial quote in INR for placement of purchase order to the foreign supplier for imported items and making the payment through LC/Wire Transfer will not be accepted. Suppliers are requested to quote in foreign currency for imported items if purchase order is to be placed to the**

**foreign supplier for shipment and making payment to the foreign supplier through LC/Wire Transfer.**

**34.1 Payment for Indigenous supplier : 100% payment after complete supply, complete & successful installation, commissioning, demonstration and training subject to submission of Performance Bank Guarantee(PBG) for 10% of the purchase order value covering the period beyond two months of the warranty period (warranty period + additional free service + 2 months).**

b) All the vendors/bidders are requested to furnish the following details for making payment by e-mode.

- i) 11 digit core banking Account Number.
- ii) Type of Account (Saving/Current)
- iii) Name of Account Holder
- iv) Name of Bank & Branch
- v) IFSC Code Number
- vi) MICR Number

**34.2 34.2 Payment for Foreign Suppliers:**

a. 80% payment by Foreign Letter of Credit subject to submission of Performance Bank Guarantee (PBG) for 10% of the purchase order value covering the period beyond two months of the warranty period (warranty period + additional free service + 2 months) and balance 20% payment will be released after complete and successful installation, commissioning, demonstration and training etc.

**OR**

b. 100% payment against FDD/Wire Transfer after supply, complete & successful installation, commissioning, demonstration and training subject to the submission of Performance Bank Guarantee (PBG) for 10% of the purchase order value covering the period beyond two months of the warranty period (warranty period additional free service + 2 months). Payment will be kept ready and photocopy of the FDD will be sent to the supplier before dispatch of the equipment for effecting the delivery, if required by the vendor.

(c) Documents must be negotiated within 15 days of shipment through the Bank and forwarded to Syndicate Bank, Jadavpur Branch, Branch Code 9515, 3 central road, Kolkata-32

(d) Agency Commission, if any, will be paid in India Rupees to the Indian Agent.

34.3 No outright advance payments will be made to the firms. Any advance will be against a bank guarantee of equivalent value.

#### **G. PENALTY CLAUSE**

**35. Penalty clauses:-**

**35.1** Penalty (Liquidated Damages) @ 0.5% of basic price per week will be deducted from Manufacturer's/ Indian Agent's Bill for delay in Delivery & Despatch beyond Delivery dates (as extended by IICB in Purchase Order and Letter of Credit Schedule). Maximum deduction for failing to deliver within IICB,s approved delivery period & extensions will be limited to 5% of Ex-works Value (equivalent in Indian Rupees) for non-fulfillment of delivery deadlines and any other contractual obligations as per Purchase Order. Once the maximum is reached, IICB may consider termination of the Contract.

**35.2** Delay in Installation & Commissioning beyond contractual deadline will result in forfeiture of Performance Bank Guarantee (PBG).

#### **H. AWARD OF CONTRACT**

**36. Negotiations**

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

**37.1** Subject to ITB Clause No. 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.

**38. Purchaser's Right to Vary Quantities at Time of Award**

**38.1** 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 as mentioned in Chapter No. II without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

### **39. Purchaser's Right To Accept Any Bid And To Reject Any Or All Bids**

**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 or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

### **40. Notification of Award**

**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.

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

**40.3** Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause No. 43, the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

### **41. Signing of Contract**

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

**41.2** Within twenty-one (21) days of date of date of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

### **42. Order Acceptance**

**42.1** The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to Clause No. 12.12 of ITB.

**42.2** The order confirmation must be received within 15 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 and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

### **43. Performance Security**

**43.1** 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. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

**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.

**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.

**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.

**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, Or,

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

**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.

**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.

Yours faithfully,



(A. K. Pandey)

Stores & Purchase Officer



## Chapter IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### **GCC 1. Definitions**

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

#### **GCC 2. Contract Documents**

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.

#### **GCC 3. Fraud and Corruption**

The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

- (i) "Corrupt practice" means 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;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels; and

(iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) 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;

#### **GCC 4. Joint Venture, Consortium or Association**

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. However, the supplier in whose name purchase order will be placed would be solely responsible and accountable for the supply of the item, installation, commissioning, training (if required), compliance of the terms & conditions and other obligations of per purchase order. Supplier name will be as mentioned in SCC.

#### **GCC 5. Scope of Supply**

The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements (Technical specification of the equipment / material / item as mentioned in the Purchase Order or as per separate enclosure / annexure).

#### **GCC 6. Suppliers' Responsibilities**

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.

#### **GCC 7. Contract price**

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.

#### **GCC 8. Copy Right**

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

#### **GCC 9. Application**

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

#### **GCC 10. Standards**

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

#### **GCC 11. Use of Contract Documents and Information**

(i) 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.

(ii) 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.

(iii) 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.

### **GCC 12. Patent Indemnity**

(i) The Supplier shall 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.

(ii) 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.

### **GCC 13. Performance Security**

(i) 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. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

(ii) 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.

(iii) 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.

(iv) 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.

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

(a) A Bank guarantee 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, or

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

(vi) 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.

(vii) 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.

(viii) The order confirmation should be received within 15 days from the date of notification of award. 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 and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in

specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

#### **GCC 14. Inspections and Tests**

(i) The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.

(ii) The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

(iii) The inspections and tests may be conducted on the premises of the Supplier at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

(iv) Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

(v) Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

(vi) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination (i.e. Stores, CSIR-IICB, Kolkata, India shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

(vii) The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

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

#### **GCC 15. Packing**

(i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to

extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

#### **GCC 16. Delivery and Documents**

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

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

(iii) The mode of transportation shall be as specified in SCC.

#### **GCC 17. Insurance**

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

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

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

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

#### **GCC 18. Transportation**

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

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

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

#### **GCC 19. Incidental Services**

The supplier may be required to provide any or all of the following services, including additional services, specified in SCC, if any:

- (i) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (ii) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (iv) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (v) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

#### **GCC 20. Spare Parts**

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

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

#### **GCC 21. Warranty**

- (i) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- (ii) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- (iii) The comprehensive warranty will be for a period of 18 (eighteen) months from the date of successful installation and commissioning of the equipment at purchaser's site or specifically mentioned in SCC.
- (iv) The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- (v) Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- (vi) If having been notified, the Supplier fails to remedy the defect within a reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- (vii) Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

#### **GCC 22. Terms of Payment**

- (i) The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- (ii) 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.
- (iii) Payment shall be made in currency as indicated in the contract.

(iv) Agency Commission as specified in the SCC will be paid to the Indian Agent of the Supplier in Indian Rupees only.

(v) No outright advance payments will be made to the firms. Any advance will be against a bank guarantee of equivalent value.

(v) Please see our payment terms as mentioned in Chapter No. III (ITB).

### **GCC 23. Change Orders and Contract Amendments.**

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

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) The method of shipping or packing;

(c) The place of delivery; and/or

(d) The Services to be provided by the Supplier.

(e) The delivery schedule.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

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

### **GCC 24. Assignment**

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.

### **GCC 25. Extension of time**

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

(ii) 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 penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

### **GCC 26. Penalty clause**

(b) 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 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. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

(c) Please see this clause in Chapter No. III (ITB).

### **GCC 27. Termination for Default**

(i) 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 as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

(ii) 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.

### **GCC 28. Debarring the firms from business:**

The process of debarring the firm would be initiated in the below mentioned cases subject to the recommendation of the decision making committee and Director, CSIR-IICB. The conditions for debarring the firm are:

- i) Not supplying the materials as per the technical specifications of CSIR-IICB as mentioned in the Purchase Order.
- ii) Not fulfilling the contractual obligations as per the terms & conditions of the Purchase Order.
- iii) Not able to provide the required spares for the time period 15 (fifteen) years / period as specified in the vendors quotation "or" in the tender enquiry "or" Purchase Order of the buyer.
- iv) Repeated failures during installation, commissioning & trial run.
- v) Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions and recorded by CSIR-IICB during warranty and even afterwards (during the life cycle of the equipment).
- vi) In case it is proved that the Purchase Order of CSIR-IICB has been sub-letted to some other vendor.

### **GCC 29. Force Majeure**

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

(ii) 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.

(iii) 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.

(iv) 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.

### **GCC 30. 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.

### **GCC 31. Termination for Convenience**

(i) 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.

(ii) 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.

### **GCC 32. Settlement of Disputes**

(i) 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.

(ii) 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.

(iii) 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, 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 Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

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

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

(v) Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

### **GCC 33. Governing Language**

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.

### **GCC 34. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved within Kolkata, West Bengal jurisdiction only.

### **GCC 35. Notice**

(i) 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.

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

### **GCC 36. Taxes and Duties**

(i) 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.

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

(iii) 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.

### **GCC 37. Customs & Excise Duty Exemption**

This Laboratory is registered with Department of Science & Industrial Research, Government of India and thus is exempted from Excise Duty vide GOI notification No.10/97 Central Excise dated 1<sup>st</sup> March 1997 and is also eligible for Concessional Customs Duty as per GOI Notification No.51/96 Customs dt.23/07/1996 – amended from time to time.

### **GCC 38. Right to use Defective Goods**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

### **GCC 39. Protection against Damage**

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:

(i) Voltage 230 volts – Single phase/ 415 V 3 phase ( $\pm 10\%$ )

(ii) Frequency 50 Hz.

### **GCC 40. Site preparation and installation**

The Purchaser along with the Supplier will demarcate the scope along with responsibility of site preparation and installation. The Purchaser in consultation with the Supplier will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site

preparation, if any, needed for installation, of the goods at the purchasers site immediately after notification of award/contract. Please refer SCC 25 for details.

#### **GCC 41. Integrity Pact**

As per directive of the CVC all organizations including CSIR labs./institutes have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/vendors who are willing to enter in to such an integrity pact with the buyer i.e. CSIR or its Labs./institutes, would be competent to participate in the bidding. IP also envisages Panel of Independent External Monitors (IEMs) which shall be provided/recommended by CSIR/its labs and institutes & approved by CVC. The SCC shall specify whether there is a need to enter into a separate integrity pact or not. The model format of integrity pact (IP) is at Chapter – XV.

## **Chapter V – SPECIAL CONITIONS 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.

**SCC 1**(GCC 1: Definitions). The Purchaser is: Director, CSIR-Indian Institute of Chemical Biology, 4 Raja S.C Mullick Road, Jadavpur,Kolkata-32, India with its Headquarters:

Director General  
Council of Scientific & Industrial Research  
Department of Scientific & Industrial Research  
(Government of India)  
Anusandhan Bhawan, 2, Rafi Marg  
New Delhi-110001  
INDIA

**SCC 2**(GCC 1: Definitions). The Supplier is:

M/s. ....

**SCC 3**(GCC 1: Definitions). The Indian Agent of the Supplier is:

M/s. ....

**SCC 4**(GCC 1: Definitions). Final Destination: Stores, CSIR CSIR-Indian Institute of Chemical Biology, 4 Raja S.C Mullick Road, Jadavpur,Kolkata-32 .

**SCC 5**(GCC 10: Standards). Calibration: Certificates of calibration traceable to International Standards must be provided, if applicable.

**SCC 6.** Order Acknowledgement/Confirmation:

The order confirmation should be received within 15 days from the date of purchase order indicating detailed specifications of the equipment as mentioned in the purchase order including the value of the purchase order/equipment. The schedule of the visit of Service Engineer/(s) for inspection of the site may also be provided along with the order confirmation.

**SCC 7**(GCC 13: Performance Security). The amount of the Performance Security shall be 10% of the order value.

M/s. .... will submit an unconditional Performance Bank Guarantee (PBG) favouring the Director, Indian Institute of Chemical Biology, Kolkata-32, West Bengal, India valid till 60 days after the expiry of warranty period for 10% (Ten Percent) of total order value. The PBG should be from a scheduled Indian Bank or it should be endorsed by a scheduled Indian Bank. The validity of the PBG should be 5 (five) years + 60days from the date of it's issue.

**SCC 8**(GCC 16: Delivery & Documents). The delivery of the Goods shall be within ..... days/weeks/months from the date of opening of Letter of Credit in case of foreign supplier or from the date of Purchase Order in case of supply within India/Indian supplier. (Order is placed on .....).

**SCC 9**(GCC 18: Transportation). Part supply will not be accepted.

**SCC 10**(GCC 18: Transportation). The country of origin of the Goods is ..... (name of the country).

**SCC 11**(GCC 18: Transportation). The port of shipment of the Goods is ..... (name of the country).

**SCC 12**(GCC 18: Transportation). The mode of shipment:

By Air/ Sea/ Road/ Rail from .....

**SCC 13. CSIR-IICB's Clearing Agent in India:**

**(i) CSIR-IICB's Clearing Agent in India for imported consignment coming through Air:**

**M/s Prakash Freight Movers Limited**

**15C, Tarak Dutta Road, (Opp. Quest Mall), Kolkata – 700 019. Ph. +91- 33 – 40605657, 40605757.**

**(ii) CSIR-IICB's Clearing Agent in India for imported consignment coming through Sea:**

**M/s Prakash Freight Movers Limited**

**15C, Tarak Dutta Road, (Opp. Quest Mall), Kolkata – 700 019. Ph. +91- 33 – 40605657, 40605757.**

**SCC 14** (GCC 14: Inspection & Tests). Pre-Despatch Inspection:

The Director, CSIR-Indian Institute of Chemical Biology, Kolkata reserves the right to depute the persons from CSIR-IICB for pre-despatch inspection, if required, at the Works of Supplier. The Supplier shall inform the Purchaser the readiness of the equipment before its despatch whether pre-despatch inspection is required by CSIR-IICB, Kolkata (West Bengal), India.

**SCC 15.** Training, Installation & Commissioning

(i) The vendor shall arrange for Installation & commissioning of the equipment within 15-30 days from the date of supply of equipment to CSIR-IICB.

(ii) Elaborate training shall be provided at CSIR-Indian Institute of Chemical Biology, Kolkata by M/s. .... during installation & commissioning. However, the sole responsibility of installation commissioning & training would be of M/s. .... (Name of the OEM) . The charges are included within the contract price of the Goods.

**SCC 16.** Annual Maintenance Contract (AMC)

In case CSIR-Indian Institute of Chemical Biology, Kolkata requires AMC, a separate contract will be issued to the vendor based on the AMC quote received from M/s. ....

**SCC 17**(GCC 14: Inspection & Tests). The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows:

(i) After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications.

Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing. The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.

Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with Drawings of the goods and equipments built both hard & soft copy. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.

On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

**SCC 18**(GCC 15: Packing). The marking and documentation within and outside the packages shall be:

- a. Each package should have a packing list within it detailing the part No.(s), description, quantity etc.
- b. Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
- c. Each package should be marked as 1/x, 2/x, 3/x.....x/x, where “x” is the total No. of packages contained in the consignment.
- d. All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.

**SCC 19** Manuals and Drawings:

- (i) Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- (ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- (iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

**SCC 20** (GCC 19: Incidental Services). The incidental services also include:

- (i) Furnishing of 01 set of detailed operations & maintenance manual.

**SCC 21**(GCC 16: Delivery & Documents). Details of Shipping and other Documents to be furnished by the Supplier are

- (i) Delivery of the goods should be made on or before ..... (Date).
- (ii) For Goods manufactured within India .....

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

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

Note:

- 1.The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)
2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses

(iii) For Goods manufactured abroad

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

- (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- (b) Packing list;
- (c) Certificate of country of origin;
- (d) Manufacturer's guarantee and Inspection certificate;
- (e) Inspection certificate issued by the Purchaser's Inspector, if any;
- (f) Insurance Certificate, if required under the contract;
- (g) Name of the Vessel/Carrier;
- (h) Bill of Lading/Airway Bill;
- (i) Port of Loading;
- (j) Date of Shipment;
- (k) Port of Discharge & expected date of arrival of goods and
- (l) Any other document(s) as and when required in terms of the contract.

Note:

- The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
- The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

**SCC 22**(GCC 18: Transportations). In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road (as applicable mentioned in Purchase Order). In case of supplies from abroad, the mode of transportation shall be by Air/Sea (as mentioned in Purchase Order).

**SCC 23**(GCC 17: Insurance). Insurance:

(i) Insurance liabilities will be as per the basis of delivery point/INCOTERMS as mentioned in the purchase order in case of imported items. Accordingly, CSIR-IICB will arrange the Insurance Coverage of the item on its own cost.

(ii) Insurance charges will be bear by the purchaser if it is specifically mentioned in the Purchase Order in case of Indigenous Supply (Supplier within India). If it is not mentioned then Insurance liabilities will be in Supplier's account. No extra charge will be paid by CSIR-IICB, Kolkata (Purchaser). Supplier will take care for all transit risks for the safe delivery of the item upto FOR, Stores (CSIR-IICB, Kolkata).

**SCC 24**(GCC 21: Warranty). The period of validity of the comprehensive warranty shall be: ..... months/years from the date of successful installation & commissioning.

**SCC 25**(GCC 22: Terms of Payment). The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

(A) Payment for Goods supplied from abroad:

(i) Payment of foreign currency portion shall be made in ..... (Name of the foreign currency) in the following manner:

.....  
.....

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

- (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- (b) Packing list;
- (c) Certificate of country of origin;
- (d) Manufacturer's guarantee and Inspection certificate;
- (e) Inspection certificate issued by the Purchaser's Inspector, if any;
- (f) Insurance Certificate, if required under the contract;
- (g) Name of the Vessel/Carrier;
- (h) Bill of Lading/Airway Bill;
- (i) Port of Loading;
- (j) Date of Shipment;
- (k) Port of Discharge & expected date of arrival of goods and
- (l) Any other document(s) as and when required in terms of the contract.

Note:

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

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

[iii] Agency Commission is ..... (Applicable / Not applicable) for this purchase.

(iv) If agency commission is applicable then it will be paid in INR.

[v] The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

(vi) No advance will be paid. Advance may be given against submission of Bank Guarantee of equivalent amount only.

(B) Payment for goods against indigenous supply (Supplier within India):



- (i) No advance payment will be made.
- (ii) Advance may be given against submission of Bank Guarantee of equivalent amount only.
- (iii) Within 30 days on Bill basis after the supply duly accepted by User/Installation & Commissioning/ Training.
- (iv) Please provide the following details in the invoice for payment by way of e-mode. This may please be treated as mandatory:-
  1. 11 digit core Banking Account Number
  2. Type of Account (Saving/Current).
  3. Name of Account Holder.
  4. Name of Bank & Branch.
  5. IFSC Code Number.
  6. MICR Number.

**SCC 26**(GCC 26: Penalty Clause). The penalty (Liquidated Damages) shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. The maximum amount of liquidated damages shall be 5%. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.

**SCC 27.** Site preparation and installation: The Purchaser along with the Supplier will demarcate the scope along with responsibility of site preparation and installation. The Purchaser in consultation with the Supplier will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required.

The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchasers site immediately after notification of award/contract.

**SCC 28.** Progress of Supply, Installation & Commissioning

(i) Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- (i) Quantity offered for inspection and date;
- (ii) Quantity accepted/rejected by inspecting agency and date;
- (iii) Quantity dispatched/delivered to consignees and date;
- (iv) Quantity where incidental services have been satisfactorily completed with date;
- (v) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- (vi) Date of completion of entire Contract including incidental services, if any; and
- (vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

**SCC 29**(GCC 38: Right to use Defective Goods). Right to use Defective Goods

(i) If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

**SCC 30**(GCC 33: Applicable Law). The place of jurisdiction is Kolkata (in West Bengal, India).

**SCC 31.** All the terms & conditions mentioned in our press tendered vide NIT No..... dated ..... under reference Enquiry No. .... dated ..... will be the part & parcel of this purchase order/contract.

**SCC 32.** Supplier Integrity: The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

In this case, there is no need to enter into a separate Integrity Pact. However, vendor must comply with the essence and purpose of Integrity Pact that is not to exercise any corrupt influence on any aspect of the contract.

**SCC 33**(GCC 34: Notice).

(i) For notices, the Purchaser's address is:

The Director  
(Attention: Stores & Purchase Officer)  
Location: CSIR- CSIR-Indian Institute of Chemical Biology, 4 Raja S.C Mullick Road,  
Jadavpur, Kolkata-32, India.  
PHONE: +91 33 2483-1982 EPABX: +91 33 2499-5837, 5788

Electronic mail address : [akpandey@iicb.res.in](mailto:akpandey@iicb.res.in) & [purchase@iicb.res.in](mailto:purchase@iicb.res.in)

(ii) Supplier (Name of the Supplier as per Purchase Order). M/s. ....

(iii) India Agent on behalf of supplier in case of imported items (Name of the Indian agent as per Purchase Order). M/s. ....

**SCC 34.** The Director, CSIR-IICB reserves the right to waive/relax any terms & conditions/clauses as mentioned in ITB, GCC, SCC and elsewhere in the tender document in the interest of the Laboratory.

## Chapter – VI BID FORM

The Director  
CSIR-Indian Institute of Chemical Biology 4, Raja S.C.  
Mullick Road  
Kolkata – 700 032Burmamines, West  
Bengal (WB) INDIA

Sir,

Having examined the bidding document, we the undersigned offer to supply and deliver \_\_\_\_\_ (Description of Goods) in conformity with the said bidding documents for a sum or such other sums as may be ascertained from the bid.

We undertake that if our bid is accepted to deliver the goods in accordance with the delivery schedule specified and submit the performance security as specified in SCC for the due performance of the contract.

We agree to abide by this bid for requisite period of time after the date fixed for bid opening as per the instructions to the bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

## Chapter – VII BID SECURITY FORM

Whereas .....<sup>1</sup> (*hereinafter called the “tender”*) has submitted their offer dated ..... (Date of submission of bid) for the supply of ..... (Name and/or description of the goods) (Hereinafter called the “tender”)

KNOW ALL PEOPLE by these presents that WE ..... (*Name of bank*) of ..... (Name of country), having our registered office at ..... (*Address of bank*) (Hereinafter called “the Bank”), are bound unto *Director, CSIR-Indian Institute of Chemical Biology, Kolkata, West Bengal (WB) India* (Hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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 of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature with Seal of the Bank)

(Complete Contact Details with Tel./Fax/email etc)

Name of Bidder

**CHAPTER – VIII: MANUFACTURERS' AUTHORIZATION FORM**

No. -----

Dated-----

The Director  
CSIR-Indian Institute of Chemical Biology  
4, Raja S.C. Mullick Road  
Kolkata – 700 032,  
West Bengal (WB) INDIA.

Dear Sir:

We \_\_\_\_\_ who are established and reputed manufacturers of having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s. \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry.

No company or firm or individual other than M/s \_\_\_\_\_ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per the requirement of CSIR – IICB mentioned in the tender document for the goods and services offered by the firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpriced bid.

**CHAPTER – IX BIDDER’S PERFORMANCE STATEMENT FORM**

(For A Period of Last 3 Years)

Order placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Price	Date of Completion of delivery as per contract/Actual	Remarks indicating reason for late delivery, if any	Has the equipment been installed satisfactorily ? (Attach a certificate from Purchaser/Consignee)	Contact Person alongwith Phone, Fax and Email address

Name of the Firm .....

Signature  
Rubber Stamp

Place :

Date :

**Chapter – X SERVICE SUPPORT DETAILS FROM**

S.N.	Nature of training imparted	List of similar type equipments services in the past 3 years or as per Tender Enquiry/Document	Address, Telephone Nos., Fax and email address of the firm located in Kolkata	Value of minimum stock of consumable spares held at all times

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

Place :

Date:

**Chapter – XI DEVIATION STATEMENT FORM (ITB/GCC/SCC)**

The following are the particulars of deviations (ITB/GCC, and SCC Clauses) from the requirements of the tender document and specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place :

Date :

Signature and Seal of the

Manufacture/Bidder

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



**Chapter – XII TECHNICAL COMPLIANCE STATEMENT FORM**

ITEM NAME			
S.No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation if any

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

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

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

**Chapter – XIII CONTRACT FORM**

THIS AGREEMENT made the ..... day of .....200..... between  
.....

Director, CSIR-Indian Institute of Chemical Biology, Kolkata, West Bengal India (hereinafter “the Purchaser”) of the one part and ..... (Name of Supplier) of ..... (City and Country of Supplier) (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz.,

.....(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 ..... (Contract Price in Words and Figures) (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Bid Form and the Price Bid submitted by the Bidder;
  - (b) the Technical Specifications;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract; and
  - (e) the Purchaser’s Notification of Award/Purchase Order.
3. 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 conformity in all respects with the provisions of the Contract.
4. 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.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

ITEM DESCRIPTION & QTY.		AMOUNT
		FOB/FCA/CIF/CIP
Payment Terms		Agency Commission [TO BE PAID IN EQUIVALENT IN]
Delivery Schedule		

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said ..... (For the Purchaser)

In the presence of .....

Signed, Sealed and Delivered by the

Said ..... (For the Supplier)

In the presence of .....

**Chapter – XIV PERFORMANCE SECURITY FORM**

The Director  
CSIR-Indian Institute of Chemical Biology  
4, Raja S.C. Mullick Road  
Kolkata – 700 032,  
West Bengal (WB) INDIA

WHEREAS ..... (Name of Supplier)

Hereinafter called “the Supplier” has undertaken, in pursuance of Contract no..... dated..... 20..... to supply  
..... (Description of Goods and Services) hereinafter 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 recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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 limit 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.

This guarantee is valid until the ..... Day of ..... 20.....

Signature and Seal of Guarantors

(Complete Address/Contact Details with Tel./Fax/email etc)

**Date:-**

**Chapter -XV**  
**Integrity Pact**

INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) hereinafter referred to as "The Principal".

And

.....herein referred to as "The Bidder/ Contractor."

Preamble

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

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any Undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(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.

#### Section 3 – Disqualification from tender process and exclusion from future contracts.

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/ Subcontractors.

- (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) 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)

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

(Office Seal)

(Office Seal)

Place.....

Date.....

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

\_\_\_\_\_

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