



CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
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Enquiry No.: IICB/PUR/2025-26/663/410/AMC/337

Date: 06.02.26

From: The Director
Indian Institute of Chemical Biology

Due Date	As per NIC CPP Portal
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To: M/s Becton Dickinson India Pvt Ltd,
C-53, 2nd Floor
Okhla Industrial Area, Phase-II,
New Delhi-110020

REQUEST FOR QUOTATION

Sir/Madam,

Please send your quotation for **ANNUAL MAINTENANCE CONTRACT (AMC)** for the following Equipment/Instrument/Item through NIC's CPP Portal.

Sl. No.	DESCRIPTION OF MATERIALS	Quantity
01	Non Comprehensive AMC for BD LSRFortessa-3 Laser (Sl. No.: H649225B5072)	01 job.
02	Non Comprehensive AMC for BD LSRFortessa-5 Laser SORP (Sl. No.: H647797L5004)	01 job.
03	Non Comprehensive AMC for BD FACS Aria II Cell Sorter (Sl. No.: P64828200179)	01 job.
04	Non Comprehensive AMC for BD LSRFortessa-5 Laser SORP (Sl. No.: R647800L6061)	01 job.

1. **Type of Maintenance:** Non-Comprehensive AMC

2. **Visits: Preventive Maintenance visits -02[Two] per machine per year + Unlimited Breakdown visits per machine per year** during the duration of the AMC period. **The preventive maintenance visits shall be rendered at equally spaced intervals during the AMC period**

3. **Nature of AMC :** Non Comprehensive AMC with PM Kit for each Machine. 1 PM Kit per Instrument per Year is to be provided.

4. **Job Site :**

Sl. No	DESCRIPTION OF MATERIALS	JOB SITE
01	BD LSRFortessa-3 Laser (Sl. No.: H649225B5072)	CSIR-IICB Jadavpur Campus, Kolkata-700032, West Bengal
02	BD LSRFortessa-5 Laser SORP (Sl. No.: H647797L5004)	CSIR-IICB Jadavpur Campus, Kolkata-700032, West Bengal
03	BD FACS Aria II Cell Sorter (Sl. No.: P64828200179)	CSIR-IICB TRUE Campus, CN-06, Sector V, Bidhannagar, Kolkata – 700091, West Bengal
04	BD LSRFortessa-5 Laser SORP (Sl. No.: R647800L6061)	CSIR-IICB TRUE Campus, CN-06, Sector V, Bidhannagar, Kolkata – 700091, West Bengal

- 5. AMC Period:** Three Years from the date of AMC/Work Order. However, initially it will be for one year, it will be renewed subject to satisfactory performance certificate **from the user of the equipment under the AMC contract.**

The Purchaser reserves its right to terminate the maintenance contract at any time after giving due notice of 01 Month without assigning any reason. The Contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

- 6. EMD/BID Security: Rs. 1,12,000.00 (Rupees One Lakh and Twelve Thousand only)**

Original EMD of Rs. 1,12,000.00 (Rupees One Lakh and Twelve Thousand Only) is required to be sent to Director [Attention: Controller of Stores & Purchase], CSIR-Indian Institute of Chemical Biology, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal, before the deadline for submission of bids. A bidder who is eligible for EMD Exemption will submit Bid Securing Declaration mandatorily. Non-Submission of Bid Securing Declaration for EMD Exempted bidder will lead to rejection of their offer/quotation. The original EMD is to be sent in a sealed envelope duly super scribed with the Tender Reference Number and a statement "contains original EMD". e-Bids of those Bidders whose original EMD is not received within the aforesaid deadline shall be liable to be rejected. Any postal delay in this respect will not be entertained

- Installation / replacement of any spare free of cost if spares are ordered and delivered on chargeable basis during the AMC period. This clause will be applicable only in case of a non-comprehensive maintenance service plan.
- On emergency breakdown, equipment must be attended immediately and in any case not more than four working days (exclusive of date of intimation from IICB) failing which liquidated damage/penalty will be incurred @0.5% of the contract value for each week or part there of delay up to maximum of 10% of the order value.
- GST No. of CSIR-IICB: 19AAATC2716R3ZA.
- Service provider other than the manufacturer will submit the valid Manufacturer's Authorization issued by the principal company along with offer/quotation. The authorization certificate should bear the complete name, designation, address, e-mail ID and phone number of the person / official under whose signature the authorization is being issued. Further, the authorization certificate should confirm that the service provider / bidder has all the necessary technical expertise, qualified and trained manpower, all tools and instruments etc. that would be required to render effective and efficient maintenance coverage for the equipment in question.

Digitally signed by

Rubai Ray

Date: 09-02-2026

10:44:18

Controller of Stores & Purchase

For & On behalf of the CSIR-Indian Institute of Chemical Biology, Kolkata

Terms & conditions:-

(Please go through the terms & conditions carefully before submitting the quotation especially payment terms at Point No. 6. Conditional offer will not be accepted).

TERMS & CONDITIONS

1. All Bids/Quotations shall be submitted through NIC's CPP Portal. **Bid Validity should be 180 days from the date of opening.**

2. Quotation must include details with percentage break ups if any such as service tax etc. as per GST Act (i.e. Basic service charges for AMC and the Service Tax applicable etc. as per GST Act). ~~If AMC is comprehensive in nature then the taxes applicable in percentage must be mentioned as per GST Act.~~

3. Bid Security (BS) / Earnest Money Deposit (EMD)

3.1 The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled Commercial Bank / Nationalized Bank in favour of the Director, Indian Institute of Chemical Biology.

A. In case of Foreign Bidder(s):

- a) The BS shall be submitted either by the principal or by the Indian agent.
- b) The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote.
- c) The Bank Guarantee (BG) is insisted due to steep fluctuations in foreign exchange hence the foreign DDs are not accepted towards BS/EMD.
- d) In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled Commercial Bank / Nationalised bank in India.

B. In the case of indigenous bidders:

- a) The BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

3.2 E-Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee as per format given in Chapter-8: No interest is payable on BS/EMD

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

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

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled Commercial bank / Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised / Scheduled Indian bank; OR
(b)	A Banker's cheque or demand draft in favour of the Purchaser issued by any Nationalised / Scheduled Commercial Indian bank.

3.5 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the **3.10** are invoked.

3.6 The bid security or the bid securing declaration should be submitted in its original form to the address:
CONTROLLER OF STORES & PURCHASE,
CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY
4 RAJA S C MULLICK ROAD, JADAVPUR
KOLKATA 700032, W.B., INDIA

Scanned Copy of Demand Draft/Bank Guarantee towards bid security/ Bid Securing Declaration should be uploaded along with the E-bid. The envelop enclosing EMD should be Superscribed with Tender number and specifying "**EMD**" on the envelop.

3.6 Bid security / EMD is the mandatory requirement. However, the MSEs registered with agencies /bodies mentioned below are **exempted from payment of Earnest Money Deposit (EMD) & tender fees. A bidder who is eligible for EMD Exemption will submit Bid Securing Declaration mandatorily. Non Submission of Bid Securing Declaration for EMD Exempted bidder will lead to rejection of their offer/quotation.**

As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the EMD and Tender fee exemption:

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME (MoMSM)

The tender fee and EMD exemption is **applicable to MSEs subject to conditions given below:**

i) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE Bidder to note and ensure that **nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.**

ii) **Traders / resellers / distributors / authorized agents will not be considered for availing benefits** under Public Procurement policy 2012 for MSEs as per MSME guidelines issued by MoMSME. Under MSE category, only manufacturers of goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this provision.

iii) The registration certificate issued from any one of the above agencies must be **valid as on Bid closing date of the tender.** Bidder shall ensure validity of registration certificate in case bid closing date is extended.

iv) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have **not obtained the valid certificate** as on close date of the tender, are **not eligible for exemption / preference.**

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

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

3.8 The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.

3.9 The receipt of Bid security or the bid securing declaration as the case may be before time and date of submission of bid is mandatory requirement. The bid is liable to be rejected if the bid security or the bid securing declaration is not received within stipulated time.

3.10 The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; OR
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

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

4. Taxes on Goods and Services: - The rate of Taxes in terms of percentage must be clearly indicated wherever chargeable as per GST Act.

5. Quotation must be valid for six months from the date of quotation. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

6. Payment terms: -

(i) No advance payment will be made.

(ii) Payment against Invoice/Bill within 30 days after satisfactory services at CSIR-IICB.

(iii) We may accept the payment terms pertaining to AMC in two half yearly equal installments as follows:-

(a) 50% payment of the AMC charges/ per year will be made after completion of the first six months/per year of the contract period subject to the satisfactory service certificate from the user of the equipment under the AMC contract.

(b) Balance 50% payment/per year will be made after completion of the next six months/ per year of AMC contract period subject to the satisfactory service certificate from the user of the equipment under the AMC contract.

(iv) Following information should be reflected in the Invoice/Bill for making payments through e-mode:-

(a) 11 Digit core Banking Account Number

(b) Type of Account (Saving / Current)

(c) Name of Account Holder

(d) Name of Bank & Branch

(e) IFSC Code No.

(f) MICR No.

(v) For making payments please submit your pre-receipted over a revenue stamp of Rs. 1/-. The period of AMC and the period of claim should be clearly mentioned in the invoices.

(vi) The Income Tax to be deducted at source (if any) may please be reflected in your invoice along with your Pan Number. CSIR-IICB will deduct Income Tax at source as per Govt. norms/regulations/directives without any prior intimation at the time of making payment to the vendors.

(vii) The copies of service reports of preventive / Emergency Services duly signed by the user should be submitted to the Stores & Purchase Division along with the invoices while submitted for payment. Service Providers are requested to keep such records/documents with signature of the user of the equipments under AMC.

(viii) GST-TDS will be applicable as per GST Rules.

7. Your firm should not provide similar services / AMC to any other party at a cost lower than that charged from CSIR-IICB. An undertaking for this may be provided along with bid.

8. (i) No. of preventive maintenance must be equally spaced during the entire period of AMC.

(ii) On Emergency Breakdown, equipment must be attended **immediately not more than four working days (exclusive of date of intimation from IICB) failing which liquidated damage / penalty will be incurred as indicated in this tender enquiry.**

(iii) Down time should not be **more than four days (exclusive of date of intimation from IICB).**

(iv) The down time may be added in the AMC period and accordingly, the AMC duration shall also stand extended.

9. (i) The parts, replaced on chargeable basis should be returned to the Stores, CSIR-IICB in case of non-comprehensive AMC.

(ii) Any spares and consumables required has to be provided by the contract holder i.e. CSIR-IICB to be replaced on chargeable basis in case of non-comprehensive AMC.

10. Right to Information Act 2005: 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.

11. Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

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

13. 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 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi OR India International Arbitration Centre (IIAC) for appointment of arbitrator to adjudicate the dispute. The award of the arbitrator shall be final and binding on the parties. The arbitrator may give interim award(s) and / or directions, as may be provided. Subject to the aforesaid provision, the Arbitration and Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

(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 to the Supplier.

14. 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:

(Supply means: - Services to be provided under the terms & condition of AMC)

(Purchase Order means: AMC Contract issued by CSIR-IICB and entered with the service provider).

- i) Not supplying the services/materials 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 during the contract period of AMC or the period as specified in the vendors quotation "or" in the tender enquiry "or" Purchase Order of the buyer at the time of the procurement of the equipment from OEM.
- iv) Repeated failures for keeping the equipment functional.
- v) Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions

and recorded by CSIR-IICB during the AMC period and specified above in Point no. 14 (iii)/during the life cycle of the equipment.

- vi) In case it is proved that the services being provided to CSIR-IICB has been sub-letted to some other vendor.

15. Termination for Insolvency:-

The Purchaser (CSIR-IICB) may at any time terminate the Contract by giving written notice to the Supplier (Service Provider), 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.

16. Termination for Convenience

(i) The Purchaser (CSIR-IICB), by written notice sent to the Supplier (Service provider), 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.

- (a) To have any portion completed and delivered (services) 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/Services.

17. **Applicable Law:-**The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved as per Point No.13 (settlement of disputes)

19. 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 Purchase Order/Contract.

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

20. Code of Integrity and Conflict of Interest: the firm and the procuring entity should observe the highest standard of ethics and should not indulge in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Coercive Practice, Conflict of Interest, Obstructive Practice. **The firm has to provide "Format for declaration by the Bidder for Code of Integrity & Conflict of Interest" duly filled and signed.**

21. Notwithstanding the above:-

(a) Director, CSIR-IICB reserves the right to accept/reject fully or partially any Bid received against this Enquiry without assigning any reason thereof.

(b) Director, CSIR-IICB is at the liberty to terminate the AMC at any time without assigning any reason. However, the payment will be made for the period during which services has been provided subject to the certification from the user of CSIR-IICB for the equipment under AMC.

22. In pursuance of the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India and IICB's Notice bearing No. IICB/Pur/SPO/GFR/2020-21 dated 27.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India, firms are required to submit the "Certificate as per format (Annexure-.....) as mandatory eligibility criteria for acceptance of their offers. If this certificate is not provided by the firm then their offer will be rejected. No such certificate from the firm will be accepted after opening of the bids.

Clauses:-

- (i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender/enquiry only if the bidder is registered with the Competent Authority.
- (ii) "Bidder" (including the term 'tendered', 'consultant' or 'service provider' in certain (contexts) means means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this Order (i.e. OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India means:-
- a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- (iv) The "Beneficial Owner" for the purpose of (iii) above will be as under:-
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
- Explanation –
- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.
- (v) An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.
- (vi) The successful bidder shall not be allowed to sub-contract the Purchase Order (in full or in part) or any work/services mentioned in the contract/Purchase Order to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

23. In pursuance of the OM bearing No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020 and again on 16th September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India & subsequent amendment vide ref. no. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, New Delhi and IICB's Notice bearing No. IICB/Pur/SPO/Notice/Vendor dated 16.10.2020 regarding declaration of vendors as Local Supplier Class I/II, it is hereby intimated that only Class I & II local suppliers are eligible to bid. In this context, all participating firms are requested to provide the enclosed form (Chapter XVIII) duly filled and signed. No such self-certification/declaration from the firm will be accepted after opening of the bids. The details are available at Tender Notice of IICB's website <http://iicb.res.in>.

Minimum Local Content: The 'local content' requirement to categorize a supplier as Class I local supplier is minimum 50%. For 'Class II local supplier', the 'local content' requirement is minimum 20%.

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

In pursuance of the OM bearing No. P-45021/102/2019-PP(BE-II)(E-29930) dated 26.11.2020 issued by Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India, bidders offering imported products will fall under the category of Non-Local Supplier and they can't claim themselves as Class I local supplier / Class II local supplier by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition. As per order No. P-45021/102/2019-BE-II- Part(1) (E-50310) dated 04.03.21 the bidders offering imported products will fall under the category of Non-local supplier. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition.

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

b) The following details should be provided by Service Provider:

- Channel of registering service request, response time for resolving the request.
- Channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. this would include provision of help lines, complaint registration and escalation procedures.
- Certificate from bidder to the effect that the prices charged by him should not exceed the prevailing rates charged by him from others for similar services.

25. Vendor, along with their quotation / bid, will provide the copy of at least One (01) past purchase order for the quoted / similar offered services placed on them by various organizations, CSIR Laboratories/ Govt. Research Institutes or Organizations/PSUs during the last three (03) years ending on 31.03.2025. The copy of the past purchase orders provided by the vendor will be kept confidential and it will be used by the Decision Making Committee of IICB for arriving at a proper decision only. The Purchase Order may be for individual item's AMC or consolidated.

26. The Purchaser reserves its right to terminate the maintenance contract at any time after giving due notice of 01 Month without assigning any reason. The Contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

27. The Bid prepared by the Bidder shall include documents as under:

Sr. No.	Name of the Form
1	Bidder Information Form
2	Manufacturers' Authorization Form
3	Bid Securing Declaration Form
4	Bid Security Form
5	Service Support Detail Form
6	Format for declaration by the Bidder for Code of Integrity & conflict of interest
7	Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic value addition for the quoted item to be furnished on original Manufacturer's letterhead and signed by the authorized signatory of original Manufacturer
8	Self-Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
9	Acceptance of Terms & Conditions of Tender
10	Price Reasonability Certificate
11	Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not
12	Work Order copies of identical or similar type of service during the last 03 years along with details of such services and prices eventually or finally paid.
13	PAN and GST details to be attached/indicated with documentary evidence.

14	Quotation
15	BoQ
16	Any other documents as mentioned in the Tender Document.

28. The Director, CSIR-IICB reserves the right to accept or reject any bid/quotation at any stage of tendering.

29. Please read all the terms and conditions mentioned as GCC & SCC annexed at "A" before participating. All the terms and conditions mentioned as GCC & SCC annexed at "A" are the part and parcel of this tender document.

**CONTROLLER OF STORES & PURCHASE
FOR AND BEHALF OF CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY, KOLKATA**

Bidder Information Form
(On the Letter Head of the Bidder)

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

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

Tender No : [insert number from Invitation for bids]

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

Signature of Bidder _____

Name _____

Business Address _____

MANUFACTURERS' AUTHORIZATION FORM *

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

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

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

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

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide maintenance service of the equipment (insert name of the equipment/system) as per the scope of service/terms and conditions stipulated in the tender referred above.

Further, it is certified that *[insert complete name and address of the bidder]*, has all necessary expertise, qualified and trained manpower, all tools and instruments etc that would be required to render effective and efficient maintenance coverage for the equipment *[insert name of the equipment/system]*

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

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

Title: *[insert title]*

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

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

***(Not required in case the bidder itself is the manufacturer)**

BID SECURITY FORM

Whereas _____
(hereinafter called the tenderer)

has submitted their offer dated _____
for the supply of _____
(hereinafter called the tender)

Against the Purchaser's Tender No. _____
KNOW ALL MEN by these presents that WE _____ (Bank Name)
of _____ having our registered office at _____
_____ are bound unto _____ (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 the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

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

Bid Securing Declaration Form
(On the Letter Head of the Bidder)

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

Service Support Detail Form

(On the Letter Head of the Bidder)

Sl. No	Nature of Services Imparted	List of similar type of equipment services in the past 03 years	Address, Telephone Nos., Fax Nos. and e-mail address

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

Place:

Date:

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

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

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

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic value addition for the quoted item to be furnished on original Manufacturer's letterhead and signed by the authorized signatory of original Manufacturer. (In Company Letter head)

Date: _____

I _____ S/o, D/o, W/o __resident of _____ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public Procurement (preference to Make in India), Order2017 –Revision; regarding P- 45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19th July 2024.

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

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-PP(BE-II)-Part (4) Vol. II dated 19.06.2024 and its subsequent amendments.

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

(i)	Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity),	
(ii)	Location at which the value was added (Detailed address).	
(iii)	Date on which this certificate is issued,	
(iv)	R&D item for which the certificate is produced,	
(v)	Procuring entity to whom the certificate is furnished,	
(vi)	Percentage of local content claimed,	
(vii)	Name and contact details of the unit of the manufacturer,	

Contd.....(Next Page)

I/We do hereby declare that as per the order no. P-45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19th July 2024 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, we are _____(Class-I/Class-II) supplier and we understand that:

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or recondition of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/ technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. The bidders offering imported products will fall under the category of Non-Local suppliers. They cannot claim themselves as Class-I/ Class-II local suppliers by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.
- f. Also, the bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and aftersales service support like AMC/CMC as local value addition.
- g. Further, we are not claiming the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including customs duty as local value addition.

I/WE CERTIFY THAT ALL INFORMATION FURNISHED BY OUR FIRM IS TRUE & CORRECT AND IN THE EVENT THAT THE INFORMATION IS FOUND TO BE A FALSE DECLARATION IT WILL BE A BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1)(i)(h) OF THE GENERAL FINANCIAL RULES FOW WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151(iii) OF THE GENERAL FINANCIAL RULES ALONG WITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

[Signature with office seal]

For and on behalf of M/s Authorised
 Signatory
 Name of Authorised Signatory.....
 Designation
 Office Address Email ID Phone Number

Place:-.....

Date: -.....

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

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

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

"I have read the clause no. 22 under Notes for bidders as given in CSIR-IICB Tender Document No. _____ [***please indicate the tender document reference***] regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. ***[Where applicable, evidence of valid registration by the Competent Authority shall be attached]***"

Place:
Date:

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

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

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

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

"I have read the clause no. 22 under Notes for bidders as given in CSIR-IICB Tender Document No. _____ [***please indicate the tender document reference***] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority."

OR

"I have read the clause no. 22 under Notes for bidders as given in CSIR-IICB Tender Document No. _____ [***please indicate the tender document reference***] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

Place:
Date:

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

(On the Letter Head of the Bidder)

To,

Date:

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No.: _____ Name of Tender: _____

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned tender from the website(s) namely: _____
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender document from Page No. _____ to Page No. _____ (including all documents like annexure(s), schedule(s) etc, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The Corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public Sector Undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposited, absolutely.

Yours Faithfully,

(Signature of the Bidder with Official Seal)

Price Reasonability Certificate
(On the Letter Head of the Bidder)

Quotation No.: _____

Date: _____

This is to certify that the rates quoted by us are the same and not higher than those quoted with other CSIR Labs/Institutes, Government, public sector or private organizations.

Seal and Signature of the Bidder

Annexure A

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

2.1 Definitions

2.1.1

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

- a. "**Contract**" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b. "**Contract Documents**" means the documents listed in the Contract Agreement, including any amendments thereto.
- c. "**Contract Price**" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d. "**Day**" means calendar day.
- e. "**Completion**" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f. "**GCC**" means the General Conditions of Contract.
- g. "**Goods**" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- h. "**Related Services**" means the services incidental to the supply of the Goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- i. "**SCC**" means the Special Conditions of Contract.
- j. "**Subcontractor**" means any natural person, private or government entity or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- k. "**Supplier**" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- l. The "**Council**" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
- m. The "**Purchaser**" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- n. "**The final destination**," where applicable, means the place named in the SCC.

2.2 Contract Documents

2.2.1

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

2.3 Code of Integrity

2.3.1

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

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.

Provisions in addition to above:

1. Removal from the list of registered Suppliers and banning/debarment of the Bidder from participation in future procurements of the Purchaser for a period not less than one year;

2. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
3. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4 **Joint Venture, Consortium or Association**

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

2.5 **Scope of Supply**

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

2.6 **Suppliers' Responsibilities**

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

2.7 **Contract price**

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

2.8 **Copy Right**

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

2.9 **Application**

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

2.10 **Standards**

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

2.11 **Use of Contract Documents and Information**

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

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

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

2.12 **Patent Indemnity**

- 2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims,

demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

2.12.2

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

2.13 **Performance Security**

2.13.1

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

2.13.2

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

2.13.3

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

2.13.4

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

2.13.5

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

1. A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled Commercial bank located in India or a bank located abroad in the form provided in the Bidding Documents.
Or
2. A Banker's cheque or Account Payee demand draft in favour of the Purchaser.
Or
3. A Fixed Deposit Receipt pledged in favour of the Purchaser.

2.13.6

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

2.13.7

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

2.13.8

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

2.13.9

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

2.14 **Inspections and Tests**

2.14.1

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

2.15 **Packing**

2.15.1

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

2.15.2

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

2.16 **Delivery and Documents**

2.16.1

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

2.16.2

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

2.16.3

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

2.17 **Insurance**

2.17.1

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

2.17.2

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

2.17.3

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

2.17.4

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

2.18 **Transportation**

2.18.1

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

2.18.2

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

2.18.3

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

2.19 **Incidental Services**

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

2.20 **Spare Parts**

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

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

2.21 **Warranty**

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

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

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

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

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

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

2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the Purchaser. Purchaser shall not bear any to-and-fro transportation charges, customs duty, customs clearance and any other incidental charges related to warranty replacements

2.22 **Terms of Payment**

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

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

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

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

2.23 **Change Orders and Contract Amendments**

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

- i. Increase or decrease in the quantity required, exercise of quantity opinion clause;
- ii. Changes in schedule of deliveries and terms of delivery;
- iii. The changes in inspection arrangements;
- iv. Changes in terms of payments and statutory levies;
- v. Changes due to any other situation not anticipated;

2.23.2

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

2.23.3

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

2.24 **Assignment**

2.24.1

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

2.25 **Sub-contracts**

2.25.1

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

2.26 **Extension of time.**

2.26.1

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

2.26.2

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

2.26.3

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

2.27 **Liquidated Damages**

2.27.1

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

2.28 **Termination for Default**

2.28.1

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

- i. 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
- ii. If the Supplier fails to perform any other obligation(s) under the Contract.
- iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

2.28.2

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

- i. The Performance Security is to be forfeited;
- ii. 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.
- iii. However, the Supplier shall continue to perform the contract to the extent not terminated.

2.29 **Force Majeure**

2.29.1

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

2.29.2

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

2.29.3

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

2.29.4

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

2.30 **Termination for Insolvency**

2.30.1

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

2.31 **Termination for Convenience**

2.31.1

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

2.31.2

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

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

2.32 **Settlement of Disputes**

2.32.1

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

2.32.2

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

2.32.3

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

ARBITRATION

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi OR India International Arbitration Centre (IIAC) for appointment of arbitrator to adjudicate the dispute. The award of the arbitrator shall be final and binding on the parties. The arbitrator may give interim award(s) and / or directions, as may be provided. Subject to the aforesaid provision, the Arbitration and Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

2.32.4

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

2.32.5

Notwithstanding, any reference to arbitration herein,

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

2.33 **Governing Language**

2.33.1

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

2.34 **Applicable Law**

2.34.1

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

2.35 **Notices**

2.35.1

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

2.35.2

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

2.36 **Taxes and Duties**

2.36.1

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

2.36.2

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

2.36.3

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

2.36.4

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

2.36.5

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

2.37 **Right to use Defective Goods**

2.37.1

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

2.38 **Protection against Damage**

2.38.1

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

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

2.39 **Site preparation and installation**

2.39.1

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

2.40 **Import and Export Licenses**

2.40.1

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

2.40.2

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

2.41 **Risk Purchase Clause**

2.41.1

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

2.42 **Option Clause**

2.42.1

The Purchaser reserves the right to increase or decrease the quantity of the required Goods up to 25% (Twenty-Five) per cent at any time without any change in rate or other terms and conditions of the Purchase Order, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

2.43 **Integrity Pact**

2.43.1

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

2.43.2

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

2.44 **Order Acceptance**

2.44.1

The successful Bidder should submit Order Acceptance / Order Confirmation within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the bidder is not interested and his Bid Security is liable to be forfeited pursuant to clause 1.15.11 of ITB.

B. SPECIAL CONDITIONS OF CONTRACT (SCC)

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

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is CSIR-Indian Institute of Chemical Biology, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal
2	GCC 2.1.1(m)	The Final Destination is CSIR-Indian Institute of Chemical Biology, Jadavpur Campus, Kolkata-700032 West Bengal & CSIR-Indian Institute of Chemical Biology, TRUE Campus, CN-6, Sector-V, Salt Lake, Kolkata, West Bengal, India, 700091
3	GCC 2.13.1	The amount of the Performance Security shall be 05 % of the Invoice value for warranty period of 05 years + 60 days
4	GCC 2.15.2	The marking and documentation within and outside the packages shall be: <ul style="list-style-type: none"> 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 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/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.
5	GCC 2.16.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are :</p> <p><u>For Goods/Services manufactured within India</u></p> <p>Within 24 hours of dispatch, the Supplier shall notify the Purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email.</p> <ul style="list-style-type: none"> a. Two copies of Supplier's Invoice indicating, <i>inter-alia</i> 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. <p><i>Note:</i></p> <p>01. <i>The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</i></p> <p>02. <i>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.</i></p> <p><u>For Goods/ Services manufactured abroad</u></p> <p>Within 24 hours of dispatch, the Supplier shall notify the Purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.</p> <ul style="list-style-type: none"> a. Two copies of Supplier's Invoice giving full details of the Goods including quantity, value, etc.; b. Packing list; c. Certificate of country of origin issued by Supplier; d. Manufacturer's guarantee and Inspection certificate; e. Inspection certificate issued by the Purchaser's Inspector, if any; f. Insurance Certificate, if required under the contract; g. Name of the Vessel/Carrier;

		<p>h. Bill of Lading/Airway Bill;</p> <p>i. Any other document(s) as and when required in terms of the contract.</p> <p><i>Note:</i> <i>The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</i></p> <p><i>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</i></p>
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road . In case of supplies from abroad, the mode of transportation shall be by Air/Ocean
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
8	GCC 2.21.3	Onsite Standard Warranty shall be for 05 years for the instrument from the date of installation and commissioning. The Warranty coverage shall commence from the date of completion of successful installation, commissioning, training and acceptance of the equipment.
9	GCC2.22.1 GCC 2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in currency of the Contract in the following manner:</p> <ul style="list-style-type: none"> ● On Shipment: 80 percent (Eighty percent) of the Contract Price of all the ordered Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in the LC ● On Acceptance: 20 percent (Twenty percent) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security. <p>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. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.</p> <p>Payment for Goods and Services supplied from India: The payment shall be made in Indian Rupees, as follows:</p> <p>i) No advance payment will be made.</p> <p>(ii) Payment against Invoice/Bill within 30 days after satisfactory services at CSIR-IICB.</p> <p>(iii) We may accept the payment terms pertaining to AMC in two half yearly equal installments as follows:-</p> <p>(a) 50% payment of the AMC charges/ per year will be made after completion of the first six months/per year of the contract period subject to the satisfactory service certificate from the user of the equipment under the AMC contract.</p> <p>(b) Balance 50% payment/per year will be made after completion of the next six months/ per year of AMC contract period subject to the satisfactory service certificate from the user of the equipment under the AMC contract.</p> <p><i>Note:</i> All payments due under the Contract shall be paid after deduction of statutory levies at source wherever applicable.</p>
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.

	GCC 2.27.1	The maximum amount of penalty shall be 10%
11	GCC 2.34.1	The place of jurisdiction is Kolkata, West Bengal.
12	GCC 2.35.1	For notices, the Purchaser's address is The Director Attention: Controller of Stores & Purchase CSIR-Indian Institute of Chemical Biology 4 Raja S.C Mullick Road, Jadavpur Kolkata 700032 West Bengal
13	GCC 2.35.1	Telephone: :+91-____03324995788_____ EPABX Tel: +91_____ Facsimile number: :+91_____ Electronic mail address <i>purchase@iicb.res.in</i>
14	GCC 2.43.1	The integrity pact is not to be signed.
15	GCC 2.43.2	<i>The name and contact details of the IEMs are as under:</i> NOT APPLICABLE