



CSIR - Indian Institute of Chemical Biology
4, Raja S. C. Mullick Road, Kolkata – 700032



Tender Reference: ITeG-WEB/1/2025-COMP-IICB

Name of the work: Design and Development of a New Website for CSIR-IICB, Kolkata as per GIGW 3.0 and STQC Compliances.

Notice Inviting E-Tender

Single Stage Two Envelope Bidding System

Open Tender Enquiry (OTE)

Start Date and Time of Tender: 17.06.2025 From 06:00 PM

Last Date and Time of Submission of Tender: 08.07.2025 From 03:00 PM

Opening Date and Time of Tender: 09.07.2025 From 03:00 PM

Contact Details:

Director [Attn: Administrative Officer]
CSIR - Indian Institute of Chemical Biology,
4, Raja S. C. Mullick Road, Jadavpur, Kolkata,
West Bengal, India, Pin:700032
Email: ao@iicb.res.in, manish@iicb.res.in

Invitation for Bids (IFB) / Notice Inviting Tender (NIT)

1. On behalf of Director, CSIR - Indian Institute of Chemical Biology, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal, India, E-Tender is invited for the following works / services as detailed below.

S. No.	Name of Work	Estimated Cost	EMD	Start date of Tender	Last date of Submission of Tender	Opening date of Tender
1	Design and Development of a New Website for CSIR-IICB, Kolkata as per GIGW 3.0 and STQC Compliances	Rs. 30 Lakhs	Rs. 60,000	17.06.2025 From 06:00 PM	08.07.2025 From 03:00 PM	09.07.2025 From 03:00 PM

2. Interested NICS (National Informatics Centre Services Inc., New Delhi) Empanelled Organizations / Firms / Vendors / Agencies especially under the NICS “Application and Website Development” category or NICS “Website Development” category or any other NICS Empanelled category related to Website Development may apply along with the required information and supporting documents.
3. E-Bids are invited through the electronic tendering process and the bidding documents can be downloaded from the portal of Government of India, <https://etenders.gov.in/eprocure/app/>. Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in/eprocure/app/>. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-IICB.
4. **Draft in respect of EMD is to be submitted in original before date/time of opening of tender. EMD to be deposited in the form of Demand Draft issued by any scheduled bank in favour of Director, CSIR-IICB payable at Kolkata.**
5. Original EMD [if applicable] is required to be sent to Director [Attention: Administrative Officer], CSIR- Indian Institute of Chemical Biology, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal, before the deadline for submission of bids. 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.
6. **As per Govt. of India procurement policies,**
- The Purchaser intends to give purchase preference to CLASS-I LOCAL SUPPLIER as per Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024.
 - The eligibility of the Supplier is restricted to Indian Suppliers only. Non-local Suppliers and foreign Suppliers are not eligible to bid.
 - The Purchaser intends to give purchase preference to products/Goods manufactured by Micro, Small and Medium enterprises. Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE bidders provided they meet the required technical and quality parameter.
 - The Purchaser intends to give works / services / purchase preference to CLASS-I LOCAL SUPPLIER as per Department for Promotion of Industry and Internal Trade Order No. P-45021/2/2017-PP (BE-II)-Part (4)Vol.II dated 19 July 2024.

*“ Class-I Local Supplier” means a Supplier or Service provider, whose goods, services or works offered for procurement, has minimum local content of 50%, as defined in Department for Promotion of Industry and Internal Trade Order No. P45021/2/2017-PP (BE-II)-Part (4)Vol.II dated 19 July 2024 or by the competent Ministries/Departments in pursuance of this order.

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

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

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


a) Verification of local content:

- I. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- II. In cases of services / works / procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- III. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.
- IV. A supplier who has been debarred by any entity for violation of the order of the Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024, shall not be eligible for preference under the said order for procurement by any other procuring entity for the duration of the debarment. Incomplete tender or tenders received without requisite documents as per tender terms & conditions shall also be summarily rejected. Canvassing in connection with tender/quotation is strictly prohibited.
- V. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the order of the Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024.

7. Bidders may note that the application of:

- I. Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order); and
- II. Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order), in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India.

- 8. The Director, CSIR-Indian Institute of Chemical Biology (IICB), Kolkata reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons therefor.**


 Administrative officer
 For and on behalf of CSIR-IICB

NOTES FOR BIDDER:

1. Provisions of the public procurement (preference to Make in India) order issued by the DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, GOVT. OF INDIA, VIDE OM NO. P- 45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024, shall be applicable in the tendering process. The said OM is available on the website of the DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF INDIA. Prospective bidders may please note the reciprocity clause 10(d) of the om for information and guidance.
2. Bidders seeking preference under any policy / scheme of the GOVERNMENT OF INDIA like public procurement policy for MSES, MAKE IN INDIA etc. must enclose all relevant documents and certificates at the time of submission of bids. Bidder will not be allowed to submit such certificates, documents at later stages of the bidding process. Bidder must also submit a declaration to be considered under the relevant policy/scheme.
3. Bidders must ensure that all documents pertaining to fulfilment of qualification requirement / minimum eligibility criteria are invariably furnished with their bid. Bidders who do not submit necessary documents [demonstrating that they fulfil the qualification requirement / minimum eligibility criteria] Shall be rejected. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:
 - a) District Industries Centres;
 - b) Khadi and Village Industries Commission;
 - c) Khadi and Village Industries Board;
 - d) Coir Board;
 - e) National Small Industries Corporation;
 - f) Directorate of Handicraft and Handloom; and
 - g) Any other body specified by the Ministry of MSME.
4. MSE registration certificate as furnished by the Bidder should be dated prior to the date of publication of tender on the CPP portal. In case the registration certificate is dated after the publication of the tender on CPP portal, the Purchaser reserves the right to visit the MSE's facility / works to judge whether the unit has the necessary infrastructure, technical and other capabilities to carry out the tendered work/job/supply/project.
5. The PUBLIC PROCUREMENT POLICY FOR MSEs is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. Bidder shall submit proof that he is a manufacturer of the item for which he is quoting and he shall highlight the details of his manufacturing status in the MSE certificate against the item(s) he is proposing to bid in the tender.
6. The MSE Registration certificate issued must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
7. The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible to avail benefits under PP Policy. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry.
8. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
9. The Start-up companies, recognized by DIPP are exempted from payment of EMDs.
10. The following conditions shall apply to the tendering process: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs).

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

- 11. Comprehensive Maintenance Contract:** Comprehensive Maintenance Contract for 3 Years from the date of Successful launch of New Website of CSIR-IICB and Acceptance. Annual review of the services and support will be done for further continuation of the maintenance contract.
- 12. Training:** Training for all aspects must be provided as per the tender terms and conditions.
- 13. Delivery period:** Delivery period for completion of the entire contract for supply of the required services or execution of entire project is 90 days from the date of placement of Work Order / Service order / Purchase Order. However, this would not be the criteria for evaluation for rejection. Bidders are requested to provide the reasonable delivery period from the date of placement of Work Order / Purchase Order.
- 14.** Any clarification on technical points asked by the committee of CSIR-IICB will be for the clarity of the goods / equipment / services / works for arriving at a proper decision. Any clarification from the bidder of such nature which modifies the original quote in order to suit the technical specifications of CSIR-IICB after opening of the bids will not be accepted.
- 15.** CSIR-IICB reserves the right to ask the bidders to submit the shortfall documents pertaining to their eligibility criteria, if not readable, mentioned in the tender document after opening of the bids / technical offer (under Two-Bid format) within the stipulated time failing which their technical offer may be considered as non-responsive. No document pertaining to eligibility criteria and terms & conditions mentioned in IICB's tender enquiry will be asked for submission after opening of bids and offer will be rejected. Bidder shall note that after submission and opening of tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order or services order or works order without its completion/performance certificate, the said certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

CONTENTS OF TENDER / BIDDING DOCUMENT

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

Chapter No.	Name of the Chapter
1	Instructions to the Bidder (ITB)
2A	General Conditions of Contract (GCC)
2B	Special Conditions of Contract (SCC)
3	Schedule of Requirements
4	Specifications, Allied Technical Details and Scope of Work
5	Eligibility & Qualification requirements
6	Price Schedule Forms
7	Contract Form
8	Other Standard Forms
9	OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India.

TENTATIVE TIME SCHEDULE OF TENDER / WORK ORDER PROCUREMENT PLANNING

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

Clarification of Bids/Shortfall documents:

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

Chapter – 1

Instructions to the Bidders (ITB)

A. Introduction

1.1 Eligible Bidders:

1.1.1. This Invitation for Bids is open to all Suppliers subject to Para 7 of the IFB/NIT. 1.1.2. 1.1.3. 1.1.4. 1.1.5. 1.1.6. 1.1.7. 1.2 1.3 1.3.1.

1.1.2 Only 'Class-I local Suppliers shall are eligible to participate in tender if there is sufficient local capacity and local competition.

1.1.3. 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) – Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further any bidder (including bidder from India) having specified Transfer of Technology(TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

1.1.4 As per Ministry of Finance, Department of Expenditure, Procurement Policy Division OM No.: No. 6/9/2020-PPD Dated 24th August, 2020 on Registration of suppliers on Government E-Marketplace (GeM) under Rule 150 of General Financial Rules (GFRs 2017) -It shall be mandatory for sellers providing Goods & Services where the total amount of the bid is more that Rs.25 Lacs (Including all taxes etc.) to Central Government organisations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/acceptance of contract. However, where the order is being placed upon an overseas seller as a result of Global Tender Enquiry it shall be exempt from the purview of guidelines contained in this OM.

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

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

1.1.7 Bidders who fulfil the Eligibility Criteria, if any as mentioned in Chapter 5 will be considered for Technical Evaluation / Techno-Commercial evaluation of bids.

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the bid. Under no circumstances shall the Purchaser be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.3 Code of Integrity for Public Procurement

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

a. Corrupt practice: The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.

b. Fraudulent practice: a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

c. Collusive practice: means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.

d. Coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

e. Anti- competitive practice: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels

f. Conflict of interest: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain

g. Obstructive practice: materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

1.3.2 Rejection of Proposal

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

1.3.3 Declaration of Integrity

Bidders/Suppliers shall sign a declaration confirming adherence to the Code of Integrity for Public Procurement and submit it in the form prescribed in the Tender Document.

Any transgression of this Code may result in:

Removal from the list of registered suppliers / services;

Cancellation of contracts;

Banning and blacklisting;

Action by the Competition Commission of India;

Other punitive actions as applicable.

1.3.4 Obligations for Proactive Disclosures

a) Both the Purchaser and all Bidders, Suppliers, Contractors, and Consultants are obliged to proactively disclose any conflicts of interest (whether pre-existing or arising at any stage) under the Code of Integrity for Public Procurement. Failure to do so shall be treated as a violation of the Code.

b) Bidders must declare, whether or not specifically asked in the bidding documents:

Any prior violations of the Code of Integrity within the last three years;

Any debarment by other Procuring Entities or agencies.

Failure to disclose such information shall constitute a violation.

c) To promote transparency, voluntary disclosures of conflict of interest will not lead to automatic disqualification. Such declarations will be evaluated, and mitigation measures may be taken by the Purchaser, if feasible.

1.3.5 Punitive Provisions

Without prejudice to other penal actions mentioned in the bid documents or contract, if the Purchaser determines that a (prospective) Bidder/Supplier has violated the Code of Integrity—either during the bidding or execution stages—the following measures may be taken:

a) If the bid is under consideration:

Forfeiture or encashment of bid security;

Termination of any pre-contract negotiations;

- Rejection and exclusion from the procurement process.
- b) If the contract has already been awarded:
- Cancellation of the contract and recovery of losses incurred by the Purchaser;
 - Forfeiture or encashment of any related security/bond;
 - Recovery of any payments (including advances), along with interest at prevailing rates.
- c) Additional provisions:
- Removal from the list of registered suppliers and banning/debarment for a minimum of one year from future procurements;
 - In cases of anti-competitive practices, a formal submission may be made by a Joint Secretary-level officer to the Competition Commission of India;
 - Initiation of disciplinary or criminal proceedings against individuals/staff found responsible.

B. The Bidding Documents

1.4 Cost of Bidding Documents

The bidding documents are to be downloaded Free of Cost from the CPPP Website: <https://etenders.gov.in>

1.5 Content of Bidding Documents

1.5.1 The Goods/Services required, bidding procedures, and contract terms are prescribed in the bidding documents which should be read in conjunction.

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender, are divided into the following nine chapters:

Chapter 1: Instructions to the Bidder (ITB)

Chapter 2: General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)

Chapter 3: Schedule of Requirements

Chapter 4: Specifications, Allied Technical Details and Scope of Work

Chapter 5: Qualification Requirement

Chapter 6: Price Schedule Form

Chapter 7: Contract Form

Chapter 8: Other Standard Forms comprising:

- Bidder Information Form — FORM-01
- Bid Security Form — FORM-03
- Bid Securing Declaration — FORM-04
- Performance Statement Form — FORM-05
- Deviation Statement Form — FORM-06
- Service Support Details and Escalation Matrix — FORM-07
- Bid Form — FORM-08
- Format for Declaration by Bidder for Code of Integrity in Public Procurement and Conflict of Interest Form — FORM-09
- Performance Security Form — FORM-11
- Acceptance Certificate Form — FORM-12
- Format for Affidavit of Self-Certification Regarding Local Content in the Offered Goods — FORM-13
- Format for Self-Certification Regarding Restrictions under Rule 144 (xi) of General Financial Rules (GFRs) — FORM-14

Chapter 9: OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India.

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all required information or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of the bid.

1.6 Clarification of Bidding Documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through the CPPP website <https://etenders.gov.in> OR at the Purchaser's address specified in the Special Conditions of Contract (SCC) before closing of bid submission.

If the Purchaser deems it necessary to amend the Bidding Documents due to a clarification, it shall do so following the procedure under:

Clause 1.7 relating to amendment of bidding documents, and

Clause 1.20 relating to Due Date for Submission of Bids.

Amendments / Corrigendum will be hosted on the CPPP website <https://etenders.gov.in> for the benefit of prospective bidders, who are expected to take cognizance before submitting their bids.

1.7 Amendment to Bidding Documents

1.7.1 At any time prior to the due date for submission of bids, the Purchaser may modify the bidding documents by amendment, either on its own initiative or in response to a clarification request.

1.7.2 All prospective bidders who have downloaded the Tender Document should check the CPPP website <https://etenders.gov.in> periodically to know about any changes or modifications in the Tender Document.

1.7.3 To allow reasonable time for bidders to consider amendments, the Purchaser may extend the due date for submission of bids and will host changes on the CPPP website.

C. Preparation of Bids

1.8 Language of Bid

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

However, if the Government of India mandates otherwise under Rajbhasha Abhiyan, views of the Rajbhasha unit of CSIR may be sought.

1.8.2 The Supplier / Service provider shall bear all costs of translation, if any, to English and bear all risks related to the accuracy of such translation for documents provided by the Supplier.

1.9 Documents Comprising the E-Bid

1.9.1 The E-bid shall comprise the following documents:

The documents should be scanned and uploaded in PDF format. These normally include the following, but bidders may be required to furnish any other documents as per the tender requirement.

Documents to be submitted in the Techno-Commercial Bid:

- Techno-Commercial Evaluation will be done on the basis of Annexure – A specified below. Non submission of any of the documents will lead to rejection of the bid.

Annexure - A

S.No.	Description	Documentation Required
1	The bidder should be ISO certified.	The Bidder must submit the copy of the Valid ISO Certificate must be submitted along with the Technical Bid.

2	The bidder should be a valid NICS (National Informatics Centre Services Inc., New Delhi) empanelled, especially under the NICS "Application and Website Development" category or NICS "Website Development" category or any other NICS empanelled category related to Website Development.	The Bidder must submit the copy of the valid NICS empanelled certificate and undertaking letter must be submitted along with the Technical Bid.
3	The bidder should have a valid certificate for Incorporation / Registration in India, including GST & PAN Registration etc.	The Bidder must submit the proof of Certificate for Incorporation / Registration, GST Registration, PAN Registration Details etc., must be submitted along with Technical Bid.
4	The Bidder should have an average annual turnover of Rs. 30 Lakhs or above during the financial years: 2021-2022, 2022-2023, 2023-2024 and 2024-2025.	The Bidder must submit the valid Proof of documentary evidences like Income Tax Returns, Balance Sheets etc. must be submitted along with Technical Bid.
5	<p>The bidder should have successfully designed, developed and hosted at least two (2) GIGW 3.0 & STQC compliance websites/web portals/web applications for different Indian government clients like CSIR or Its Labs / Indian Academic or Research Institutes, PSU's, etc., with each order value being INR 30 lakhs or above during the financial years: 2021-2022, 2022-2023, 2023-2024 and 2024-2025.</p> <p>(or)</p> <p>The bidder should have successfully designed, developed and hosted at least four (4) GIGW 3.0 & STQC compliance websites/web portals/web applications for different Indian government clients like CSIR or Its Labs / Indian Academic or Research Institutes, PSU's, etc., with each order value being INR 15 lakhs or above during the financial years: 2021-2022, 2022-2023, 2023-2024 and 2024-2025.</p>	The Bidder must submit the copies of work orders or purchase orders, including certificates of completion for govt. clients or client satisfaction certificates should be submitted along with the Technical Bid.
6	The bidder should have clarity & understanding of the scope of work, approach & methodology, technology selection, copyright, government compliance's & licensing policy, work plan including timeline, manpower & recourses, execution & monitoring mechanism, technical documentation, etc., to execute the entire project as per the tender scope of work. [The bidder must submit the complete details & plan of action by covering all aspects along with the technical bid].	The Bidder must submit the detailed Project Management Plan and The Time Frame required for Execution of entire project and plan of action including technical expertise with manpower and resources etc. must submit along with Technical Bid
7	The Bidder should have competent enough to execute the contract or work order As per the technical specifications and scope of work mentioned in CHAPTER - 4	The Bidder must submit the declaration on firm or company letter head along with acceptance of all terms and conditions.
8	The bidder should have not been blacklisted by any of the government agencies in the past years for any reason whatsoever.	The Bidder must submit the declaration along with Technical Bid
9	<p>I. Bid Security / EMD for Amount specified in NIT OR Bid Securing Declaration form (if EMD amount is NIL/exempted) (.pdf)</p> <p>II. Bid form – without disclosing prices (.pdf)</p>	The Bidder must submit the respective forms along with the Technical Bid.

III.	Declaration by the Bidder for Code of Integrity & conflict of interest (.pdf)	
IV.	Bidder Information Form (.pdf)	
V.	Deviation Statement together with all declarations and certifications as per tender TERMS (.pdf)	
VI.	Performance Statement Form(.pdf)	
VII.	Service Support Details and Escalation Matrix (.pdf)	
VIII.	Self-Certification – for Make in India (.pdf)	
IX.	Self-Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) (.pdf)	

Documents to be submitted in the Price Bid:

- Evaluation of Financial Bids will be done on the basis of BOQ and Price Bid Form (Annexure – B) specified below. Bidders submitting quotations with unit cost and applicable taxes separately for all the items as per tender enquiry will be considered for evaluation for selecting the lowest quoting firm. Missing out any item will make the quoting firm non-responsive to our requirement and bid will be rejected.
- The evaluation of Financial Bids will be on a consolidated basis including all taxes on the basis of BOQ and Price Bid Form (Annexure – B). Please upload the prices of all the items (SL No. 1 to SL No. 6) mentioned in the BOQ and Price Bid Form (Annexure – B) of the Tender Document.
- The Bidder should quote the prices for 3 Years Onsite Comprehensive Maintenance and Technical Support charges in Price Bid as a single item.
- The Onsite Comprehensive Maintenance and Technical Support charges will be calculated annually based on the 3 years' price as a single item quoted by the bidder.

Sl. No	Document Required	Document Type
1	Price Bid giving a component wise price break up of the offered items and services including Taxes	.pdf
2	Price Schedule Form as a MS-EXEL BOQ sheet duly filled-in and digitally signed by Bidder	.xls

Annexure - B

Price Bid Format: [Rates are to given in Rupees (INR) Only]

S.No.	Item Description	Qty	Units	Unit Price / Basic Rate	Taxes: GST in Percentage	Total Amount without Taxes	Total Amount with Taxes
1	Design and Development of New Website for CSIR-IICB, Kolkata as per GIGW 3.0 and STQC Compliances.	1	No				

2	STQC Certification for Newly Developed CSIR-IICB Website with 3 Years Validity. [It is the scope of the awardee Vendor or Firm or Agency to approach STQC and Get it certified with 3 Years Validity]	1	No				
3	SSL Certificate Supply and Installation with 3 Years Validity for CSIR-IICB Newly Developed Website.	1	No				
4	Security audit for newly developed website through NIC or CERT.IN empanelled agencies year wise audit from time to time for 3 Years.	1	No				
5	Technical Support for Hosting Newly Developed Website including Data migration and Content translation in Hindi and Bengali, Content Management, Domain mapping, Training, Technical documentation, Acceptancy test and Launch of the website.	1	No				
6	3 Years Onsite Comprehensive Maintenance and Technical Support for Newly Developed CSIR-IICB Website from the date of Successful launch of the Website and Acceptance.	1	No				
	Grand Total in figures including all applicable taxes						
Quoted Rate in Words :							

1.9.2 Documents comprising Double Bid (Techno-Commercial Bid & Price Bid)

All documents (as applicable) for the Techno-Commercial bid shall be submitted in one cover, and the documents listed for the Priced Bid shall be submitted in a separate cover.

1.10 Bill of Quantity (BOQ) – Price Bid

Bidders must submit their financial bids using the provided Price Schedule Form and MS-Excel BOQ file. No other formats will be accepted. Prices mentioned in BOQ and Price Schedule Form will be used for evaluation. Bidders must Download the BOQ file, fill only the unprotected cells (e.g., prices, bidder name) Save and upload without changing the filename. Modification of BOQ format will lead to bid rejection.

1.11 Bid Prices

1.11.1 Bidders must carefully fill out the Price Schedule Form and MS-Excel BOQ file, as these will determine the L1 bidder. The contract will be awarded to L1, subject to other tender conditions and Purchase Preference Policy (Clauses **1.32.10 & 1.32.11**).

1.11.2 Prices must be entered as follows:

(a) For Goods Manufactured within India:

- i. Ex-works price of goods
- ii. GST payable on goods

- iii. Charges for inland transportation, insurance, and other local services
- iv. Installation, commissioning, and training charges (if applicable)

(b) For Goods Manufactured Abroad:

- i. FCA (named airport abroad) or FOB (named port) price
- ii. Charges for insurance and transportation to port/place of destination
- iii. Agency commission payable to Indian agent (if any)
- iv. Installation, commissioning, and training charges (if applicable)

1.11.3 Terms such as FOB, FCA, CIF, CIP shall be governed by the current Incoterms (ICC, Paris).

1.11.4 If packing, forwarding, freight, insurance, taxes, etc., are not mentioned, such offers shall be treated as incomplete and rejected.

1.11.5 Prices quoted shall be firm and fixed for the contract period.

1.11.6 All lots/items must be listed in the Unpriced Bid and priced separately in the Price Schedule Form and BOQ. Items listed but not priced will be considered included in other prices. Items not listed in the unpriced bid will be assumed not included.

1.11.7 Purchaser is a public-funded Research Institution (under DSIR), eligible for concessional Customs Duty under Govt. of India Notification No. 51/96-Customs dated 23.07.1996.

1.11.8 For INR bids, prices should be Free Delivery to IICB, Kolkata. GST and other levies will be paid at actuals on the delivery date.

1.11.9 Deleted

Note:

All payments under the contract will be made after deduction of applicable statutory levies (like ESIC, IT, etc.).

1.12 Bid Currencies

Prices shall be quoted in Indian Rupees for offers received for supply within India, and in freely convertible foreign currency for offers received from foreign countries.

Domestic tenderers shall quote and accept payment in Indian currency.

Indian agents of foreign suppliers shall receive their agency commission in Indian currency.

The cost of imported goods and services rendered in India, which are directly imported against the contract, may be quoted in foreign currency.

A multi-currency BOQ shall allow quotation of prices in multiple currencies.

1.13 Documents Establishing Bidder's Eligibility and Qualifications

1.13.1 The bidder shall furnish, as part of its bid, documents establishing:

The bidder's eligibility to bid, and The bidder's qualifications (as specified in Chapter 5) to perform the contract if its bid is accepted.

1.13.2 The documentary evidence of the bidder's qualification to perform the contract, if the bid is accepted, shall establish to the Purchaser's satisfaction that:

(a) The bidder meets the qualification criteria listed in the bidding documents, if any.

(b) A bidder who does not manufacture the goods it offers to supply shall submit a Manufacturer's Authorization Form (as specified in the bidding document) to demonstrate that it has been duly authorized by the manufacturer to quote and/or supply the goods.

(c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India, equipped and able to carry out the supply,

maintenance, repair obligations etc. during the warranty and post warranty period like CAMC or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period like CAMC.

1.13.3 Conditional tenders/offers shall not be accepted. Alternate offers/makes/models will not be considered.

1.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1.14.1 To establish the goods' eligibility, the documentary evidence shall consist of:

A statement of the country of origin of the goods and services offered,
Confirmed by a Certificate of Origin at the time of shipment.

1.14.2 To establish the conformity of the goods and services with the specifications and requirements of the bidding documents, the documentary evidence may include:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list providing full particulars, including sources and current prices of spare parts, special tools, etc., necessary for the proper and continued functioning of the goods during the warranty period, to be included in the Price Bid;
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness, or a statement of deviations and exceptions to the Technical Specifications.

1.14.3 For the commentary mentioned above, the Bidder shall note: Standards for workmanship, material, and equipment designated in the Purchaser's Technical Specifications are descriptive, not restrictive. Substitutions may be proposed only if they demonstrate substantial equivalence to the standards specified.

1.15 Bid Security (BS) / Earnest Money Deposit (EMD)

1.15.1. 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 the case of indigenous bidders:

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

1.15.2. 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

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

1.15.4. 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.

1.15.5. The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.15.11 are invoked.

1.15.6. The bid security or the bid securing declaration should be submitted in its original form to the address: Section Officer, General Section, 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 Super scribed with Tender number and specifying “EMD” on the envelop.

1.15.7. 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. 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 MSME. 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.

1.15.8. 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.

1.15.9. 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.

1.15.10. 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.

1.15.11. 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.

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

1.16 Period of Validity of Bids

1.16.1. Bids shall remain valid for minimum of 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

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

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

1.17 Deleted

1.18. Format and Signing of Bid

1.18.1 The bids may be submitted in single envelop or in two parts as specified in the Notice Inviting Tenders / Invitation for Bids. In case e-bids are specifically invited, ITB Clause 1.19.7 shall be applicable

1.18.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

1.18.3 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

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

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

D. Submission of Bids

1.19. Submission of Bids

The following instructions shall apply:

- Bidder should login to the site well in advance for e-Bid submission so that he/she uploads the bid in time i.e. on or before the bid submission deadline. Bidder will be sole responsible for non-submission of bids in due time.
- The bidder has to digitally sign and upload the required documents one by one as indicated in Purchaser's Bidding Documents.
- Bidder has to select the payment option as 'offline' to pay the EMD as applicable and enter details of the instrument(s). Bidder should prepare the EMD as per the instructions specified in Purchaser's Bidding Documents. The Bidder shall seal the original Demand Draft / Bank Guarantee / Bid Securing Declaration [whichever is applicable], in an envelope duly super scribed with the Purchaser's Tender Reference and a comment "CONTAINS EMD INSIDE". The Bidder shall also mark their name and tender reference number on the back of the Demand Draft before sealing the same. If the envelope is not marked as specified above, Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. The aforesaid sealed envelope shall be posted/couriered so as to reach the following address latest by the date and time specified in the CRITICAL DATE SHEET:

Director [Attention: Administrative officer]

CSIR-Indian Institute of Chemical Biology

4, Raja S.C. Mullick Road, Kolkata 700 032 West Bengal

- Wherever the Bidding Documents prescribe that the Price Bid be submitted in a BOQ EXCEL file [.xls format] , Bidders are required to download the BOQ file, open it and complete unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the e-Bid will be rejected.
- The server time (which is displayed on the Bidders' Dashboard) will be considered as the standard time for referencing the deadline for submission of the bids by the Bidders, opening of e-Bids etc. The Bidders should follow this time during e-bid submissions. All the documents being submitted online by the bidders would be encrypted using encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.
- The uploaded Documents become readable only after the Bid Opening by the authorized bid openers. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a Bid Summary will be displayed with the Bid No. and the date & time of submission of the bid with all other relevant details. The Bid Summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.20. Deadline for Submission of Bids

The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.21. Withdrawal, substitution and Modification of Bids.

1.21.1 A Bidder may withdraw, substitute, or modify the bid as per CPPP guidelines and rules.

1.21.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser

The opening of e-bids shall be done on-line as per laid down norms of e-tendering.

1.24. Confidentiality

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

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

1.25. Clarification of Bids

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

1.26. Preliminary Examination

1.26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.

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

a. Bid Form in accordance with ITB Clause 1.9 and Price Schedule, in accordance with ITB Clause 1.10. However, in case of two-bid / double bid tendering process, the Bid Form submitted in the Techno-Commercial bid shall not disclose any prices. In other words, no prices will be indicated in the Bid Form furnished in the Techno-Commercial Bid.

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

- I. Bid Security/Earnest Money Deposit/ EMD exemption documents has not been furnished.
- II. Original Bid Security / Earnest Money Deposit did not reach Purchaser's address prior to the prescribed deadline
- III. Details and other particulars of the original instruments furnished as Bid Security / Earnest Money Deposit does not tally with the instrument uploaded on the e-tendering portal.
- IV. The Bidder is not eligible.
- V. The Bid validity is shorter than the required period.
- VI. The Bidder has quoted for Goods manufactured by a different firm without the required authority letter from the proposed Manufacturer.
- VII. Bidder has not agreed to give the required Performance Security.

- VIII. The Goods quoted are sub-standard, not meeting the required specification etc.
- IX. Against the schedule of Requirement (incorporated in the tender enquiry), the Bidder has not quoted for the entire requirement as specified in that schedule.
- X. The Bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- XI. Bidder has not mentioned charges related to factors like transportation, taxes etc. [as asked for in the Price Schedule Form and MS-EXEL BOQ file] thus rendering such offers as incomplete.
- XII. Bidder has not met the prescribed Qualification / Minimum Eligibility Criteria.

1.27 Bidder's right to question rejection.

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

Only a Bidder who has participated in the concerned procurement process i.e. pre-qualification, Bidder registration or bidding, as the case may be, can make such representation;

In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a Bidder who has qualified in pre-qualification bid;

In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a Bidder whose technical bid is found to be acceptable.

Following decisions of the Purchaser in accordance with the provision of internal guidelines shall not be subject to review:

- ii. Determination of the need for procurement;
- iii. Selection of the mode of procurement or bidding system;
- iv. Choice of selection procedure;
- v. Provisions limiting participation of Bidders in the procurement process;
- vi. The decision to enter into negotiations with the L1 Bidder;
- vii. Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- viii. Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the bidder/contractor; and
- ix. Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

1.28 Responsiveness of Bids

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

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

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

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

1.28.4 If a Bidder Quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.29 Non-Conformity, Error and Omission

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

1.29.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

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

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

1.30 Examination of Terms & Conditions, Technical Evaluation

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

1.30.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

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

1.31 Conversion to Single Currency

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

1.32 Evaluation and comparison of bids

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

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

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

1.32.4 For Goods supplied from within India

- i) The price of the goods quoted Ex-works
- ii) GST which will be payable on the goods if the contract is awarded.
- iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the Tender Document.
- iv) The installation, commissioning and training charges including any incidental services, if any as prescribed in the Tender Document

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

(a) Towards customs duty and other statutory levies like IGST etc.–as per applicable rates.

(b) Towards custom clearance, inland transportation etc.- 2% of the CIF / CIP value.

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

1.32.6 In case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on ex-works, (in case of indigenous items) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

1.32.7 Orders for Imported Goods need not necessarily be on FOB / FCA basis rather it can be on the basis of any of the Inco terms latest edition as may be amended from time to time by the ICC or any other designated authority and favourable to CSIR-IICB.

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

1.32.9 The GCC and the SCC shall specify the mode of transport i.e. whether by air / ocean / road / rail.

1.32.10 Purchase preference to Local suppliers and MSE suppliers will be as per OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India mentioned at Chapter 9 of this tender document. Bidders may note that the application of Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order) and Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order), in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India, a copy of which is provided at Chapter-9 of this tender document.

1.32.11 Purchase Preference to MSEs

Bidders may note that the application of Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order) and Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order), in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India, a copy of which is provided at Chapter-9 of this tender document.

1.33 Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest bid (L1), in accordance with ITB Clause 1.32.

1.34 Contacting the Purchaser

1.34.1 Subject to ITB Clause 1.24, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

1.35 Post qualification

1.35.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.13.

1.35.2 The determination will take into account the Eligibility & Qualification criteria listed in the Chapter-5 of the Tender document and it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

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

F. Award of contract**1.36 Negotiations**

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

1.37 Award Criteria

Subject to ITB Clause 1.39, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP website <https://etenders.gov.in> & Purchaser's website www.iicb.res.in.

1.38 Purchaser's right to vary Quantities at the time of Award of contract or thereafter

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).

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

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

1.40 Notification of Award

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

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

1.40.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to ITB Clause 1.41 and 1.43 respectively, the Purchaser will promptly notify each unsuccessful Bidder and discharge its Bid Security.

1.41 Signing of Contract

1.41.1. Promptly after notification, the Purchaser shall send the successful Bidder the Letter of award of contract along with Purchase Order / Work order.

1.41.2. Within twenty-one (21) days of date of the Purchase Order / Work order, the successful Bidder shall enter into Contract Agreement as per Chapter- 7.

1.42 Order Acceptance

1.42.1 The successful bidder should submit Order Acceptance / Order Confirmation within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the bidder is not interested and his bid security is liable to be forfeited pursuant to ITB Clause 1.15.11.

1.42.2 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled. Under such circumstances, the Purchaser shall retender the required goods and services.

1.43 Performance Security

Within 21 days of receipt of the notification of award of Work Order / Purchase Order the Successful Bidder / Supplier shall furnish Performance Security as per the GCC Clause 2.13, for the amount specified in SCC, valid for the time 60 days beyond the fulfilment of all contractual obligations including warranty.

1.44 Assistance to Bidders:

1.44.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

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

1.45 Bidder's right to question rejection

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

1.45.1 Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation.

1.45.2 In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid.

1.45.3 In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

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

1.45.5 Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the bidder/contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.46 Integrity Pact

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

1.46.2 The Integrity pact essentially envisages an agreement between the prospective bidders/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those bidders/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

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

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

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

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

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

1.46.7 The modal format of Integrity Pact is given in Chapter-8.

CHAPTER 2 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 contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

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

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, allied technical details and Scope of work.

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, software's, source codes, design works, development works 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, designs, source codes, 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 / Rendering of Services by the Supplier or the use of the Goods / Rendering of Services in India; and
- (b) the sale in any country of the products produced by the Goods / Services.

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier / Service Provider a notice thereof, and the Supplier / Service Provider 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/Work order, 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 Incidental Services

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

2.16 Maintenance:

Comprehensive Maintenance Contract for 3 Years from the date of Successful launch of New Website and Acceptance.

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 fulfilment 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 taxed 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.

2.45 The Service provider shall abide by the minimum wages act and labour laws as specified by the Govt. of India from time to time.

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 <i>CSIR-Indian Institute of Chemical Biology, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal</i>
2	GCC 2.1.1(m)	The Final Destination is <i>CSIR-Indian Institute of Chemical Biology, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal</i>
3	GCC 2.13.1	The amount of the Performance Security shall be 5% of contract price/invoice value
4	GCC 2.15.2	Not Applicable
5	GCC 2.16.1	Not Applicable
6	GCC 2.16.3	Not Applicable
7	GCC 2.17.1	Not Applicable
8	GCC 2.21.3	<i>Comprehensive onsite maintenance, valid for 03 years from the date of successful launch of website and acceptance.</i>
9	GCC 2.22.1	<p>The method and conditions of payment to be made to the Supplier / Service Provider under this Contract shall be as follows:</p> <ul style="list-style-type: none"> • No advance payment for any of the milestones / services. • The payment will be made within 30 days of after completion of design & development work as per GIGW 3.0 compliances, STQC certification, SSL certificate supply & installation, security audit by any cert-in empanelled vendor, technical support for the hosting of the website, domain mapping, training, technical documentation, acceptancy test and launch of the website. • The Comprehensive Annual Maintenance Contract will start from the date of successful launch of the CSIR-IICB website and acceptance. • Payment for Comprehensive Annual Maintenance Contract Charges will be processed annually after satisfactory services rendered.

		<ul style="list-style-type: none"> All payments due under the Contract shall be paid after deduction of statutory levies at source, wherever applicable.
10	GCC 2.27.1 GCC 2.27.1	<p>The penalty shall be 0.5% of the contract value or work order value per week or part of a week towards late delivery and delay in supply or execution of the contract.</p> <p>The total penalties should not exceed 10% of the total project cost.</p>
11	GCC 2.34.1	The place of jurisdiction is Kolkata, West Bengal.
12	GCC 2.35.1	<p>For notices, the Purchaser's address is</p> <p>The Director Attention: Administrative Officer, CSIR-Indian Institute of Chemical Biology 4 Raja S.C Mullick Road,Jadavpur, Kolkata 700032 West Bengal</p>
13	GCC 2.35.1	<p>Telephone: :033-24995829</p> <p>electronic mail address: ao@iicb.res.in / manish@iicb.res.in</p>
14	GCC 2.43.1	Not Applicable
15	GCC 2.43.2	Not Applicable

CHAPTER 3

SCHEDULE OF REQUIREMENTS

Sl. No.	Tender Ref.	Description of Goods and Services	Qty
1.	ITeG-WEB/1/2025-COMP-IICB	Design and Development of a New Website for CSIR-IICB, Kolkata as per GIGW 3.0 and STQC Compliances. (As per details given in the Chapter-4 of this Tender Document)	01 No.

Delivery & Installation site / Final Destination	<i>CSIR-Indian Institute of Chemical Biology, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal</i>
Period of Delivery shall count from	DATE OF AWARD OF CONTRACT / ISSUE OF PURCHASE ORDER / WORK ORDER
Delivery Period [Total work order execution]	90 days
Time frame required for Design and Development of a New Website for CSIR-IICB, Kolkata as per GIGW 3.0 and STQC Compliances., STQC Certification, Security Audit, Hosting and Launching the new Website of CSIR-IICB and including installation & commissioning as per the scope of the tender.	

CHAPTER 4

SPECIFICATIONS, ALLIED TECHNICAL DETAILS AND SCOPE OF WORK

3.1 Technical Specifications, Allied Technical Details and Scope of Work

Design and Development of a New Website for CSIR-IICB, Kolkata as per GIGW 3.0 and STQC Compliances

1. Introduction:

The CSIR-Indian Institute of Chemical Biology is a national-level research laboratory in Kolkata, West Bengal, India, under the Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology, Government of India.

CSIR-IICB Website URL: <https://iicb.res.in>

2. Objective:

A new website (<https://iicb.res.in>) needs to be developed with a Content Management System (CMS) and Multi-language (English, Hindi and Bengali) as per GIGW 3.0 (Guidelines for Indian Government Websites) and STQC (Standardization Testing and Quality Certification) Compliances & Certification including Supply and Installation of SSL Certificate, Security Audit and Technical Support Services for Hosting at an ISO-certified data centre / any other designated hosting location with all necessary arrangements.

Therefore, the vendor or firm or agency needs to be included in the CSIR-IICB New Website Design & Development activities, GIGW 3.0 Compliances, STQC Compliances & Certification, SSL Certificate Supply & Installation, Security Audit, Technical Support for Hosting with all necessary arrangements, Maintenance and support in their quotations.

3. Scope of work including, but not limited to:

a) Design & Development:

- The new website should be designed and developed as per GIGW 3.0 (Guidelines for Indian Government Websites) guidelines and STQC (Standardization Testing and Quality Certification) audit compliances.
- The new website development will be preferred to use open-source technologies.
- The new website should be developed on top of a content management system (CMS), and it must be compatible with multiple devices, have multi-screen resolution support, and have operating system compatibility, browser compatibility, and search engine optimization.
- The new website should be dynamic and have multi-language modules (English, Hindi and Bengali). The default language should be English and the users can select the option with other preferred languages.
- A separate admin portal for all three languages should be provided, including hierarchical users for all content updates.
- The new website should be database-driven.
- A secured portal with username and password for sensitive content like intranet content and other internal content to be made available to access outside CSIR-IICB Network.
- By default, the intranet should open without a username and password if users are trying to access the CSIR-IICB Network. The website intranet should automatically check whether the user attempts to open from the CSIR-IICB Network or outside the network.
- The intranet module should also be part of the website. The common content should be mapped between the intranet and the website.
- It should have places for iframes for quick links to our Facebook page, and Twitter and other social media handles may be provided with external links.
- The new website needs to reflect CSIR-IICB and its scientists' achievements appropriately. There should be a provision to highlight the contents as required. The admin panel should have access to upload such content. The highlighted contents include but are not limited to all continued scientific achievements; new products; technologies; grants of international patents; scientific publications in high impact factor

journals; awards and honours of IICB scientists; competence capabilities of its laboratories; expertise base details on scientific conferences/workshop/training programmes etc.

- The website will also adhere to data format, metadata, and search ability guidelines.
- Template, layout, themes & colours: The awardee vendor or firm or agency needs to prepare five different templates, out of which the CSIR-IICB website committee and competent authority will select the appropriate template. All five templates should have different design patterns, themes, layouts and colours. The website committee or competent authority may ask the awardee vendor or firm, or agency to submit some fresh templates again if any of the earlier submitted templates are not satisfactory, and it will continue up to a selection of the final template without any additional cost to the CSIR-IICB, Kolkata within the time frame.
- Multiple contents and template-based management options should be enabled to upload various content from the admin portal.
- The new website should have a look and feel with aesthetic design, good colour combination, background and screens, structure and layout, easy navigation facility to upload documents and other information and allow users to define the period for which document is available on the site, etc.
- The new website should have mandate options like skip to main content, efficient searching methodologies, help, screen reader access, social media links, site map, different website policies like copyright policy, privacy policy, hyperlinking policy, archival policy, accessibility statement, terms & conditions/disclaimer, feedback form, search, last updated, visitor counter, contact us form, web information manager etc.
- The platform will follow the web content accessibility guidelines (WCAG) 2.0 AA standard to ensure accessibility to users with disabilities. This includes providing text alternatives for non-text content, ensuring ease of navigation and making content easily perceivable.
- The new website will be designed with a focus on usability, offering an intuitive, user-friendly interface with consistent navigation. It will be responsive across various devices, ensuring accessibility on mobile, tablets, and desktops, among others.
- The new website home page, banner, scroll options, menus and links, header and footer should be appropriately aligned and designed.
- The new website should have special modules or multipage tab format for unique content like about us, director and its department, tender & purchase Section information, recruitment, research divisions, research, technologies, achievements, academics & HRG, services, facilities, administration, academics, faculty information, staff information, student information, skill development portal and SDP applications forms session wise, outreach programs & jigya, BDG, publication & information, multi-campus navigation, multiple campuses, photo gallery, the video gallery and webcasting, animal house, CIF facilities and division, news, events, talks, conferences, public information & RTI, pensioners Information, guest house links etc. All special modules should have active and archived content facilities with sorting and different searching options.
- All Research Divisions should have individual research highlights and respective faculty lists.
- A special module must be provided to the research and faculty. Individual research divisions and faculty profiles must allow every faculty to update individually by respective login credentials.
- The facility to add corrigendum/addendum/amendments to the main tender document / recruitment-related notices through appropriate links should be provided, enabling the visitors to view the main and linked documents in an integrated manner.
- The new website also keeps options like a content creator & approver system wherein authorized individuals from different locations can upload data onto the website, which, after due approval by a designated approver, would be available to the webmaster/publisher for final hosting onto the website.
- Features like alt texts for images, screen-reader compatibility, keyboard navigation, and colour contrast must be implemented as part of the disability features.
- Enable the features when creating and updating the website content as per GIGW guidelines, ensuring proper metadata, tagging, meaningful titles display, structuring, content validity, sorting with latest records, searching options, etc.
- The new website should enable a clear navigation structure, accessible forms, search options, and links.
- The new website should support visually impaired and differently-abled users through features like contrast settings, text size adjustment, and screen reader compatibility.

- Ensure the site can integrate with other government services (APIs, databases) from time to time.
- The new website would also have a single-point administrative control for all the modules and content.
- The different user levels hierarchy must be implemented, like the admin level, which has the privileges to edit all the pages and create some dynamic content. The other is a set of users who can edit a specific page and will be given access to edit a particular page only. All other pages will be read-only for them. This applies to faculties and divisional heads of other administrative divisions who manage a web page for their division.
- Every article or content should have a valid time frame to be visible under a specific section's active or archive modules. The system should automatically move the content to the archive section after a particular interval specified during the upload or creation of the content or article.
- Log report generation should be based on user access, editing, data upload, archive and site visits daily, weekly, monthly, yearly or between particular periods. Any deleted, edited, modified, or uploaded page should also be part of the report.
- The new website should have a special meeting calendar module as part of the intranet. The booking facilities will be provided to specific users who can edit the calendar. This page will be visible from inside the IICB network. Anyone can make meeting requests from the IICB network. Still, the meeting admin can assign rooms based on availability, and that should be visible to all visitors from inside the IICB network.
- Every time a file is uploaded, a section should be there to mention the title of the file, and that will act as the name of the file where it is stored. It will help people to access or locate the file from the stored area in case of issues. Complete file / folder path must have maintained.

b) Salient Features and Other requirements:

- Home Page: The home page should showcase the entire website's window. It should contain background information about CSIR-IICB, the logo and name of CSIR-IICB, navigation buttons for main sections, the last modified date, contact information and visitor counter.
- The home page may be divided into frames. Brief messages of the director must be included on the home page. The home page must also contain the latest news and activities.
- Page layout (full width preferred) and graphics should be consistent on all pages; splash screens, animated gifs, scrolling headlines, and blinking texts may be used appropriately.
- Use a consistent method of navigation on every page. Good navigation is critical and increases the user's ability to find information on the website. The text on the navigation buttons should be identical to the page headings. The navigation for the website's main sections should be at the top of the navigation menu and visible without scrolling. Please provide a link on every page to site utilities, i.e. home, about us, sitemap, contact us, etc.
- Site utilities can be grouped together and have a smaller font. Primary navigation should not consist of more than 10 main sections. A submenu can be added to display subsections.
- The site map should contain a comprehensive list of links to all sections and subsections. The link to the site map should be visible.
- Multiple browsers: The site should be able to run across different browsers.
- Organisation of contents: Contents should be organised so that users can find the information quickly. Information should be easily accessible.
- The website design should be such that the site is easy to maintain and scalable. All online forms should have the CSIR-IICB logo and CSIR-IICB name on top of the page, followed by a second-level heading (name of the department).
- Contents and Text: The most critical information should be at the top of each page. State the conclusion in the topic sentence and then add details to support it. Contents should be concise, scalable and understandable to the users. To increase the scalability of pages, use bulleted lists and emphasise keywords using coloured text, highlighting and hypertext. Subheadings should be broken down into sub-subheadings. Contents should be single-spaced with double spaces between paragraphs. A long scrolling page should be broken into several detail pages using hypertext links. The text on the navigation and the content should be large enough for average readers to read easily.
- Page fault: If the content of a page is NULL, then there should be appropriate messages shown on the page rather than showing zero content.

- Content: The new website should have all the valuable features and content of the existing website in addition to the latest features, and the data should be migrated to all useful information, including tender and recruitment data, news, etc.
 - Special features may have been designed especially for recruitment and carrier notices, scientist's profiles, tender pages like active tenders, expired tenders, amendments upload, news and notice boards, scrolling images at the home page main banner and footer as thumbnails, gallery, etc., along with other features like auto or manual translation of multiple language content, straightforward of search options for contents, sorting of data etc.
 - The admin panel should provide all the features like uploading multi-language content, creating or deleting menus, re-arranging menu orders, staff/scientists profile creation and updates, creating additional pages and more, which is required for updating day-to-day content.
 - The admin super user should also have privileges, such as undoing the activity of the other users and operations as required.
 - The admin and other specific users should have shared or dedicated file-sharing folders to keep the content or data, which can be accessed through a user ID and password. The data storage folders should also have a specific time tenure for deletion from the server to optimise the storage.
 - The admin panel should also have features like auto backup or manual content and source code backup to the same server or external server to safeguard the data, code and databases.
 - The latest or required content must be migrated from the existing website database and server. All the necessary features and information should be migrated from the existing website to the new one in their respective sections.
 - The content translation from English to Hindi and English to Bengali is also the scope of the awardee vendor or firm or agency. All three languages' content (English, Hindi and Bengali) should be uploaded and updated by the awardee vendor or firm or agency along with necessary graphics, image or video tools. The required images or graphics, staff, department images, institute both the campuses facilities, building images, animations etc. also scope of the vendor or firm or agency to collect from the different sources or make their own arrangements to improve the quality of the website design and look to complete the website.
 - Security: Besides applying sound architectural and design practices, incorporate robust corporate or industrial security policies in the design phase, including all necessary software tools.
 - Online forms for skill development applications acceptance session-wise and year-wise, feedback forms, recruitment-related multipurpose advertisement forms, conference or workshop applications acceptance forms and contact forms must be developed as part of the new website with individual admin panels with login credentials.
 - The admin panel should open with a separate website path. It should contain features like uploading or update or create or edit content like staff management, faculty management, news management, talks management, menu management, notice & circular management, career / recruitment / opportunities management, tender management, event management, media management – photo/video, download management, RTI Act, feedback management, FAQ management, scroll images management, footer images management, intranet portal management, divisions management etc.
 - The CMS should allow users to easily update, edit, and manage website content from time to time.
 - The Website shall facilitate online payments / payment gateways through portal for online payment services. Payment gateway services should provide complete audit functionality for tracking and monitoring / reconciling the financial transactions taking place through CSIR-IICB.
 - Unlimited Data Base with Admin Access
 - System Management like SSH Access and Cron Job Scheduling etc.
 - Security features for the whole website for all different aspects as per the STQC, GIGW 3.0 and Industrial Standards.
- c) Compliances, Testing, Certifications & Security Aspects:**
- The new website should be designed, developed and hosted as per GIGW 3.0 (Guidelines for Indian Government Websites) and STQC (Standardization Testing and Quality Certification) Compliances.
 - The complete website should strictly follow the guidelines of GIGW 3.0. It is the awardee vendor or firm or agency responsibility to ensure the GIGW 3.0 compliances and guidelines from all aspects.

- It is also the responsibility of the awardee vendor or firm or agency to meet all STQC audit compliances and certifications.
- The new website should be STQC certified with 3 Years validity and free from all vulnerabilities and security bleaches. It is the scope of the awardee vendor or firm or agency to approach STQC and get it certified with 3 years' validity for CSIR-IICB, and All associated costs & expenditures are included along with the work order or purchase orders with no extra cost to CSIR-IICB, Kolkata.
- The new website should also have an SSL Certificate enabled with URL (<https://iicb.res.in>), and an SSL certificate with a validity of 3 years will be supplied from major certificate authority agencies, installation, domain mapping etc. is the scope of the awardee vendor or firm or agency and All associated cost & expenditure is included along with this work order or purchase order with no extra cost to CSIR-IICB, Kolkata.
- It is also the responsibility of the awardee vendor or firm or agency to conduct a security audit for the newly developed website through NIC or CERT.IN empanelled agencies year-wise audit from time to time for 3 Years, and All associated costs & expenditures are included along with this work order or purchase order with no extra cost to CSIR-IICB, Kolkata.
- The latest Information Technology Acts and other applicable laws governing data protection and privacy must be followed for source code, technologies and content.
- The new website should comply with web content accessibility guidelines (WCAG) 2.1 to ensure accessibility to users with disabilities.
- The new website must implement strong security measures such as SSL encryption, regular security audits, and vulnerability assessments to protect user data and maintain the platform's integrity.
- Authentication and authorization processes will be robust to prevent unauthorized access.
- Perform various types of testing (functional, non-functional, security, and accessibility testing) to ensure all GIGW 3.0 and STQC requirements are met.
- The vendor should fix any issues raised during internal testing or audit phases.
- The existing website's STQC Audit report is also taken into consideration to avoid the same kind of security observations or compliances for the new website.

d) Training, Documentation, Technical Support, Maintenance and Other Services:

- The final hosting should be at an ISO-certified data centre like the NIC / ERNET Cloud. The awardee Vendor / Firm / Agency is responsible for technical and other necessary support services to host the final website at an ISO Data Centre like NIC or ERNET Cloud or / Any other designated ISO Data Centre with all necessary software and other requirements. The hosting charges or expenditure required for NIC / ERNET Cloud / Any other designated ISO Data Centre will be paid by the CSIR-IICB, Kolkata along with necessary approval and documentation but the technical support and other necessary services are scope of the awardee vendor or agency or firm.
- A copy of the Website also must have hosted at Internal Server of the CSIR-IICB as high availability and backup solution along with all necessary support and services.
- Complete training to the users and administrators from all aspects and user manuals & technical manuals should be prepared and submitted during the training.
- Copyrights & trademarks are applicable for developed sourced code under the name CSIR-IICB.
- The new website should have auto backup enabled for a database, code files, configuration files and content files to take regular backups to help retrieve or restore the whole website at any point in time. In addition, disaster management plans and backup schedules should be implemented to restore the website at any point during an emergency, and timeline backups should also be maintained.
- Training for users to handle the web content related to department wise or divisional wise. Special Training for Administrators which includes a technical session dedicated to source code, maintenance and backup procedures.
- Website Installation and Configuration Manuals.
- Systems Administration Manuals and CMS Tools Manuals.
- Workflow Diagrams and Functionality documentation.
- Licenses wherever required should provide with the CSIR-IICB name including Copyright and Trade mark.
- Reports Generation facility like Daily, Monthly, Yearly etc. including Admin Portal.
- Version updates and firmware updates during comprehensive maintenance tenure.

- 24 / 7 Technical support for post launching and comprehensive maintenance tenure with Onsite and Offsite support mode.
- 3-year comprehensive maintenance contract from the date of successful commissioning of the new website and acceptance. All associated costs & expenditures are included along with this work order or purchase order with no extra cost to CSIR-IICB, Kolkata.
- The new website should have been developed under a new production server or host in the cloud during the design or development stage, and it is the scope of the awardee vendor or firm or agency to provide the production environment and facilities.
- The firm or vendor or agency responsibility to provide the onsite support whenever necessary for all aspects related to the website smooth functioning like coding & designing, minor changes on design and development as per the requirement from time to time, version updates, firmware updates, upgradation, migration to another server or data centre, security aspects, backup and restore or any other services during the warranty or comprehensive maintenance period to run the CSIR-IICB website smoothly.

4. Key Milestones & Activity Proposal for Awardee Vendor / Firm / Agency:

- a) Requirement gathering and preparation, including configuration of the production server.
- b) Preparation of technical documents and development of 5 different templates and themes.
- c) Design and development of complete new website for CSIR-IICB, based on the selected theme and template from the above five templates and themes.
- d) Content migration, upload, translation, etc., for a complete website.
- e) User acceptance test and approval.
- f) STQC security audit and certification, SSL certificate supply and installation and security audit for newly developed websites through NIC or CERT.IN empanelled agencies.
- g) Technical Support services for website hosting at ISO-certified data centre or ERNET / NIC Cloud or Any other designated hosting place, including SSL certificate and mapping of CSIR-IICB domain: <https://iicb.res.in>
- h) Training to the users and administrator for all aspects.
- i) Launch of new website.
- j) Work completion report.
- k) Maintenance for 3 years after the launch of the new CSIR-IICB website and acceptance.

5. Other Terms & Conditions:

- a) The awardee firm or vendor or agency must ensure the confidentiality and security of all CSIR-IICB data.
- b) The awardee vendor or firm or agency is responsible for updating the latest firmware and software. It should maintain version control, including new patches or firmware updates, etc., during the development stage, warranty or comprehensive maintenance tenure.
- c) The above milestones should be completed in a timely manner.
- d) The rules and regulations of GIGW 3.0 and STQC audit may be strictly followed in all aspects of making the brand new website. In this regard, the vendor should go through the respective websites <https://guidelines.india.gov.in/> and <https://www.stqc.gov.in/> or any other useful resources to learn the complete rules and regulations before developing the new website.
- e) The scope of work given in this document is to outline the requirement, and the vendor should come up with new ideas and templates by reviewing the existing CSIR-IICB website template & content and features. Also, visit other CSIR Labs websites and Govt. institutions to make a brand new website for CSIR-IICB, Kolkata.
- f) For improvement of the website the activities like upgradation, inclusions of new features / requirements, inclusions of new Govt. of India compliance's, migration to the new hosting places etc. also scope of the bidder during the execution of the contract and during the maintenance tenure.
- g) **Escalation Matrix:** Different levels of contact persons details like Project Manager, Technical Manager, Coordinator etc. must be submitted as part of SLA to escalate the problems from time to time.

CHAPTER 5

Eligibility & Qualification Requirements

5.1 Eligibility Criteria:

a) Legally Valid Entity:

The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Indian Companies Act, 1956 or any statutory provisions in the Country of Origin. Bidder may be a Joint Venture, Consortium, or Association, provided they are formed and registered prior to the bid submission date. A copy of the Certificate of Incorporation issued by the Registrar of Firms/Companies/Statutory Authority must be submitted as evidence.

b) Indian Agent (for Foreign Principal Suppliers / Service Providers):

The Indian Agent quoting on behalf of a Foreign Principal Supplier must submit a certified copy of an Agreement/Memorandum of Understanding (MOU) or Authorization Certificate in the prescribed Manufacturer's Authorization Form. This document must clearly outline the services to be rendered by the Agency. Foreign bidders must disclose the name and address of their agent and representatives in India. Indian bidders must disclose the foreign principal or associates they are representing.

5.2 Technical Qualification Criteria:

S.No.	Description	Documentation Required
1	The bidder should be ISO certified.	The Bidder must submit the copy of the Valid ISO Certificate must be submitted along with the Technical Bid.
2	The bidder should be a valid NICS (National Informatics Centre Services Inc., New Delhi) empanelled, especially under the NICS "Application and Website Development" category or NICS "Website Development" category or any other NICS empanelled category related to Website Development.	The Bidder must submit the copy of the valid NICS empanelled certificate and undertaking letter must be submitted along with the Technical Bid.
3	The bidder should have a valid certificate for Incorporation / Registration in India, including GST & PAN Registration etc.	The Bidder must submit the proof of Certificate for Incorporation / Registration, GST Registration, PAN Registration Details etc., must be submitted along with Technical Bid.
4	The Bidder should have an average annual turnover of Rs. 30 Lakhs or above during the financial years: 2021-2022, 2022-2023, 2023-2024 and 2024-2025.	The Bidder must submit the valid proof of documentary evidences like Income Tax Returns, Balance Sheets etc. must be submitted along with Technical Bid.
5	The bidder should have successfully designed, developed and hosted at least two (2) GIGW 3.0 & STQC compliance websites/web portals/web applications for different Indian government clients like CSIR or Its Labs / Indian Academic or Research Institutes, PSU's, etc., with each order value being INR 30 lakhs or above during the financial years: 2021-2022, 2022-2023, 2023-2024 and 2024-2025. (or)	The Bidder must submit the copies of work orders or purchase orders, including certificates of completion for govt. clients or client satisfaction certificates should be submitted along with the Technical Bid.

	The bidder should have successfully designed, developed and hosted at least four (4) GIGW 3.0 & STQC compliance websites/web portals/web applications for different Indian government clients like CSIR or Its Labs / Indian Academic or Research Institutes, PSU's, etc., with each order value being INR 15 lakhs or above during the financial years: 2021-2022, 2022-2023, 2023-2024 and 2024-2025.	
6	The bidder should have clarity & understanding of the scope of work, approach & methodology, technology selection, copyright, government compliance's & licensing policy, work plan including timeline, manpower & recourses, execution & monitoring mechanism, technical documentation, etc., to execute the entire project as per the tender scope of work. [The bidder must submit the complete details & plan of action by covering all aspects along with the technical bid].	The Bidder must submit a detailed Project Management Plan and The Time Frame required for Execution of entire project and plan of action including technical expertise with manpower and resources etc. must submit along with Technical Bid
7	The Bidder should have competent enough to execute the contract or work order As per the technical specifications and scope of work mentioned in CHAPTER - 4	The Bidder must submit the declaration on firm or company letter head along with acceptance of all terms and conditions.
8	The bidder should have not been blacklisted by any of the government agencies in the past years for any reason whatsoever.	The Bidder must Submit a declaration along with Technical Bid

5.3 Conflict of Interest among Bidders/Agents

A bidder shall not have a conflict of interest with other bidders. Conflict of interest can result in disqualification. A conflict exists if:

- a. They have controlling partner(s) in common; or
- b. They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c. They have the same legal representative/ agent for purposes of this bid; or
- d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e. Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f. In cases of agents quoting in off shore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry (refer CVC(CTE)No.12-02-6-CTE/SPI(1)-2, dated January13, 2012). One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - The principal manufacturer directly or through one Indian agent on his behalf; and
 - Indian/foreign agent on behalf of only one principal
- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid
- h. In case of a holding company having more than one independent manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

Bidders may note that any other qualification criteria if mentioned in any other part of this Tender Document shall also be applicable in the tendering process.

CHAPTER 6

PRICE SCHEDULE FORMS

Mandatory Instructions to be followed by bidders:

Bidder shall quote their prices in the BOQ MS Excel BOQ file as uploaded on the CPP Portal, www.etenders.gov.in. While filling up the BOQ file, bidder must ensure that all the fields/cells are filled up. In case no quote is offered for any particular cell/field, the numeral “zero” must be entered. Bidders must understand that the value entered in the BOQ file is final and no subsequent changes shall be allowed.

Bidders must exercise sufficient caution while filling up the BOQ file so that all the relevant unprotected cells are filled up correctly. For multi-currency BOQ, instructions for filling up the BOQ is also uploaded on the CPP Portal. Bidders may see those instructions for due guidance.

Price evaluation shall be done in the manner prescribed in Chapter 1 – instructions to the bidders. For clarity and proper assessment of prices quoted, bidder shall also fill up the price schedule forms appropriately.

There is also a provision of uploading a pdf copy of the priced bid on the CPP Portal with component wise price break up. Bidder may provide complete break-up of each cost component for clarity. Bidder must ensure that there is no mis-match between the prices quoted in the BOQ sheet and the pdf document [price bid and price schedule form]. In any case, the prices entered in the BOQ sheet shall be considered by the system generated comparative sheet.

The evaluation will not be based on item-wise basis, rather the evaluation will be on a consolidated basis. Please upload the prices of all the items through price schedule form and put the total value in BOQ.

CHAPTER 7**Contract Form**

Contract No. _____ Date: _____

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

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., **[insert brief description of Goods and Services]** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of **[insert Contract Price in words and figures, expressed in the Contract currency (ies)]** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a)	This Contract Agreement
(b)	General Conditions of Contract
(c)	Special Conditions of Contract
(d)	Technical Requirements (including Schedule of Requirements and Technical Specifications)
(e)	The Supplier's Bid and original Price Schedules
(f)	The Purchaser's Notification of Award
(g)	[Add here any other document(s)]

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

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

For and on behalf of the Council of Scientific & Industrial Research Signed: **[insert signature]**
in the capacity of **[insert title or other appropriate designation]**
in the presence of **[insert identification of official witness]**

Signed: **[insert signature]**
in the capacity of **[insert title or other appropriate designation]**
in the presence of **[insert identification of official witness]**

For and on behalf of the Supplier

Signed: **[insert signature of authorized representative(s) of the Supplier]**
in the capacity of **[insert title or other appropriate designation]**
in the presence of **[insert identification of official witness]**

CHAPTER 8**OTHER STANDARD FORMS**

Sr. No.	Name of the Form	FORM
1	Bidder Information Form	01
2	Bid Security Form / Earnest Money Deposit	03
3	Bid Securing Declaration Form	04
4	Performance Statement Form	05
5	Deviation Statement Form	06
6	Service Support Details and Escalation Matrix	07
7	Bid Form	08
8	Format for declaration by the Bidder for Code of Integrity & conflict of interest	09
9	Performance Security Form	11
10	Acceptance Certificate Form	12
11	Self-Certification for Make in India	13
12	Self-Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	14

FORM - 01**BIDDER INFORMATION FORM**

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

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

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

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

Signature of Bidder: _____

Name: _____

Business Address: _____

FORM – 02**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.

FORM - 03**BID SECURING DECLARATION FORM****Date:** _____**Tender No.:** _____

To (insert complete name and address of the purchaser) I/We. The undersigned, declare that:

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

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

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

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

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

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

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

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

Corporate Seal (where appropriate)

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

FORM - 04**PERFORMANCE STATEMENT FORM****Details of similar services rendered & websites commissioned & launched during past 4 years in India****Name of the Firm:** _____

Order Placed by (full address of Purchaser)	Order No. and date	Description of Services	Value of order	Date of completion of services as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Have the Services rendered satisfactorily? (Attach a certificate from the purchaser / Consignee)	Name of Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder**Place:****Date:**

FORM - 05**DEVIATION STATEMENT FORM****PART – I**

The following are the particulars of deviations from the requirements of the tender specifications:

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

Note for the bidders:

If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.

The technical and commercial deviations should be indicated separately.

If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

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

Date:

Signature and seal of the Manufacturer/Bidder

FORM - 06**Service Support Details and Escalation Matrix Form****1. Bidder's Service Support Details:**

Parameter	Details to be Provided by Bidder
Name of Bidder	
Registered Office Address	
Contact Person (Primary)	
Designation	
Phone Number	
Mobile Number	
Email ID	
Service Support Office Address (if different)	
Number of Service Engineers	
Working Hours for Support	
Response Time (in hours)	
Resolution Time (in hours)	
Availability of Resources	
Any Additional Support Commitments	

2. Escalation Matrix

The bidder shall provide a clear escalation matrix with at least three levels of contact to ensure resolution of issues within agreed timeframes.

Level	Contact Person	Designation	Phone Number	Mobile Number	Email ID
Level 1					
Level 2					
Level 3					

3. Declaration

We hereby confirm that the above information is true and accurate to the best of our knowledge. We also agree to adhere to the escalation matrix and service support commitments as specified above.

Authorized Signatory

Name

Designation

Date

Company Seal

FORM - 07**Bid Form**

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

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

Tender No. :

To: **Director, CSIR-Indian Institute of Chemical Biology, 4, Raja S.C. Mullick Road, Kolkata, 700 032, India.**

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, Pre-Bid Conference, including Addenda No.: [insert the number and issuing date of each Addenda]
(b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services] as specified in Chapter 4
(c)	The prices are separately mentioned as per format of Price Schedule Form and the MS-EXCEL Bill of Quantity (BOQ) file prescribed in this tender.
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.16, from the date fixed for opening of bids in accordance with ITB Clause 1.20 and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract
(g)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient

Address

Reason

Amount

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

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

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

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

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

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

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

FORM – 09

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

No:

Date:

To,

(Name & address of the Purchaser)

Sir,

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

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

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

a

b

c

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

Yours sincerely,

Signature

(Name of the Authorized Signatory) Company Seal

FORM – 11**PERFORMANCE SECURITY FORM****MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS

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

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you,

upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

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

FORM – 12**Acceptance certificate form****No.****Dated:****M/s.****Sub: Certificate of acceptance of services rendered**

1. This is to certify that the Services as detailed below has/have been rendered to the satisfaction of Purchaser and as per the scope of the tender along with all the standard and specifications. The same has been commissioned.

(a)	Contract No. Date:	
(b)	Description of the Work Order	
(c)	Name of the Purchaser	
(d)	Scheduled date of successful launch of new website of CSIR-IICB	
(e)	Actual date of successful launch of new website of CSIR-IICB	
(f)	Penalty for late delivery & commissioning if any (at Laboratory / Institutes level) Rs.	

2. Details of Services not rendered / items not yet supplied and recoveries to be made on that account:

Sr. No.	Description	Amount to be recovered

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

OR

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

Sr. No.	Failure	Amount to be recovered
(a)		
(b)		
(c)		

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at para 3.

For Supplier

Signature

Name

Designation

Name of the firm

Date:

For Purchaser

Signature

Name

Designation

Name of the Laboratory

Date:

FORM – 13**Self-Certification for Make in India**

(to be furnished on Original Equipment Manufacturer's official letter head and signed by the authorised signatory of OEM)

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

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

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

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

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

Place:

Date:

Signature of Authorized Signatory of OEM
 Name of Authorized Signatory of OEM
 Designation of Authorized Signatory of OEM
 Address
 Mobile Phone No.
 Email ID
 Company Seal
 [All Fields are mandatory]

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

FORM - 14**Self-Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)**

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

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

"I have read the clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-IICB Tender Document No.

[please indicate the tender document reference] regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Place:

Date:

Authorised Signatory.

Name:

Designation Address Mobile No. e-mail ID

Company Seal.

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

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

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

"I have read the clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-IICB Tender Document No.

[please indicate the tender document reference] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority."

OR

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

Place:

Date:

Authorised Signatory.

Name: Designation Address Mobile No. e-mail ID

Company Seal.

Chapter 9

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

264-C, North Block, New Delhi.

18.05.2023.

OFFICE MEMORANDUM

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

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

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

Guidelines

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

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

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

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

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

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

y
18/5/2023
(Kanwalpreet)
Director

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

To

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

Annexure

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

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

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

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

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