TENDER DOCUMENT

FOR

Table - Top Pressurised Solvent Extraction System

CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY
DONA PAULA – 403 004
GOA - INDIA

CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY
DONA PAULA – 403 004
GOA - INDIA
Tel #: 00 91 8322450230 / 721
Email: purchase.nio@csir.res.in, spo.nio@csir.res.in
Website: www.nio.res.in

Invitation for Bids / Notice Inviting Tender

Date: 23.10.2026

CSIR- National Institute of Oceanography (NIO), Goa is one of the premier laboratories under Council of Scientific and Industrial Research an autonomous body under Department of Scientific and Industrial Research (Government of India). NIO is a science and knowledge based research, development and consulting organization. It is internationally known for its excellence in scientific research in Oceanographic research. The Director, NIO would like to procure the following Goods / Services for its day-to-day research. The Technical specifications, Allied requirements and Scope of Supply are given in **Chapter 4** appended herewith.

Sr. No.	Tender No.	Brief Description of Goods / Services	Quantity	Type of Bid	Mode of Procurement
1	**IMP/005/EQ/2026**	**Table-top Pressurised Solvent Extraction System**	As mentioned in Chapter 4	**Single Stage-Two Bid**	**Global Tender**

1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, https://etenders.gov.in. A copy of the Tender Document is also available on CSIR-Website, www.nio.res.in. The submission of e-Bids will be only through the e-Tender portal https://etenders.gov.in. Bids will not be accepted in any other form.

2. The address for submission of EMD/Bid Security and for obtaining further information:
   STORES & PURCHASE OFFICER,
   CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY
   DONA PAULA – 403 004
   GOA - INDIA
   Tel #: 00 91 832 2450 230 / 721
   Email: purchase.nio@csir.res.in, spo.nio@csir.res.in

3. The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal**https://etenders.gov.in.**

4. A Pre-bid Conference shall be held (if specified) at venue and as per schedule mentioned in Tender Details Screen. All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach the CONTROLLER OF Stores & Purchase Officer at least one day before Pre-Bid Conference.

5. Bid Security/Earnest Money Deposit

(i)	**The amount of bid security/EMD shall be** a) In case of Foreign Bidder : **USD 1500/- (or equivalent in any foreign currency)** b) In case of Indigenous Bidder : Approx. **INR 1,40,000/-**
(ii)	**If the bid security is NIL or Bidder is claiming exemption as per provisions specified in the Tender document then the bidder has to give Bid Securing Declaration as per format specified in Chapter-8: Annexure- D.**
(iii)	The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee/Demand Draft drawn in favour of "The Director, National Institute of Oceanography, Goa". The original Bid Security/EMD must be delivered to address mentioned in Sr.No.2 above on or before bid submission date and time as mentioned in "Date Sheet" failing which the bid shall be summarily rejected. For further details, refer Clause No.1.15 of Tender document.

6. As per Procurement policy of Government of India

a) The purchaser intends to give purchase preference to local suppliers in case the cost of procurement is above Rs. 5 lakh (as specified in **Clause- 1.30.3and Chapter-9: Part-A**of Tender Document)

b) The purchaser intends to give purchase preference to products/goods manufactured by micro and small enterprises (as specified in **Clause- 1.30.3and Chapter-9: Part-B**of Tender Document).

7. Preference to Make in India

As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16thSeptember 2020 issued by Ministry of Commerce, Class-I and Class-II Local suppliers are eligible to bid(as specified in **Clause- 1.30.3 and Chapter-9: Part-A** of Tender Document).

8. The Director, CSIR-National Institute of Oceanography (NIO), Goa reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

9. ***IN CASE OF ANY UNRESOLVED ISSUES/INTERPRETATIONS, THE PROVISIONS OF CSIR MPG 2019 AND AMENDMENTS THEREOF WILL APPLY.**

CONTENTS OF TENDER / BIDDING DOCUMENT

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

Chapter No.	Name of the Chapter	Page No.
1	Instructions to Bidder (ITB)	5
2A	General Conditions of Contract (GCC)	21
2B	Special Conditions of Contract (SCC)	34
3	Schedule of Requirements	36
4	Specifications, Allied Technical Details And Scope of Supply	37
5	Qualification requirements	42
6	Format of Unpriced Bid	44
7	Contract Form	46
8	Standard Forms	48
9	Preference to Local and MSE suppliers	69
-	CSIR-NIO Bank and other details	73

LIST OF SHORT FORMS AND FULL FORMS

SHORT FORM	FULL FORM
BG	BANK GUARANTEE
BOQ	BILL OF QUANTITY
BS	BID SECURITY
CIF	COST INSURANCE &FREIGHT
CIP	CARRIAGE PAID TO
CSIR	COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH
CVC	CENTRAL VIGILANCE COMMISSION
EMD	EARNEST MONEY DEPOSIT
ESIC	EMPLOYEES STATE INSURANCE CORPORATION
FCA	FREE CARRIER
FOB	FREE ON BOARD
GCC	GENERAL CONDITIONS OF CONTRACT
GOI	GOVERNMENT OF INDIA
GST	GOODS & SERVICES TAX
ICC	INTERNATIONAL CHAMBERS OF COMMERCE
IEMs	INDEPENDENT EXTERNAL MONITORS
IP	INTEGRITY PACT
IPC	INDIAN PENAL CODE
IST	INDIAN STANDARD TIME
ITB	INSTRUCTIONS TO BIDDERS
JS (A)	JOINT SECRETARY (ADMINISTRATION)
LC	LETTER OF CREDIT
LD	LIQUIDATED DAMAGES
MAF	MANUFACTURER AUTHORISATION FORM
NIO	NATIONAL INSTITUTE OF OCEANOGRAPHY
NIT	NOTICE INVITING TENDER
NSIC	NATIONAL SMALL INDUSTRIES CORPORATION
PS	PERFORMANCE SECURITY
SCC	SPECIAL CONDITIONS OF CONTRACT
UNCITRAL	UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW

CHAPTER 1-INSTRUCTIONS TO BIDDERS - TABLE OF CONTENTS

Clause No.	Contents	Page No.
	A. Introduction	6
1.1	Eligible Bidders	6
1.2	Cost of Bidding	6
1.3	Code of Integrity for Public Procurement	6
	B. The Bidding Documents	8
1.4	Cost of Bidding Documents	8
1.5	Content of Bidding Documents	8
1.6	Clarification of Bidding Documents	8
1.7	Amendment to Bidding Documents	9
	C. Preparation of Bids	9
1.8	Language of Bid	9
1.9	Documents Comprising the Bid	9
1.10	Bill of Quantity (BOQ)- Price bid	9
1.11	Bid Prices	9
1.12	Bid Currencies	10
1.13	Documents establishing Bidder's Eligibility and Qualifications	11
1.14	Documents establishing Goods' Eligibility and Conformity to Bidding Documents	11
1.15	Bid Security / Earnest Money Deposit	11
1.16	Period of Validity of Bids	13
1.17	Format and Signing of Bid	13
	D. Submission of E-Bids	13
1.18	Submission of E-Bids	13
1.19	Due date for Submission of E-Bids	14
1.20	Late submission of EMD	14
1.21	Withdrawal, Substitution and Modification of Bids	14
	E. Opening of E-Bids and Evaluation of Bids	14
1.22	Opening of E-Bids by the Purchaser	14
1.23	Confidentiality	15
1.24	Clarification of Bids	15
1.25	Preliminary Examination	15
1.26	Responsiveness of Bids	15
1.27	Non-Conformity, Error and Omission	16
1.28	Examination of Terms & Conditions, Technical Evaluation	16
1.29	Conversion to Single Currency	16
1.30	Evaluation and Comparison of Bids	17
1.31	Comparison of Bids	17
1.32	Contacting the Purchaser	17
1.33	Post qualification	18
	F. Award of Contract	18
1.34	Negotiations	18
1.35	Award Criteria	18
1.36	Purchaser's right to vary Quantities at the Time of Award or later	18
1.37	Purchaser's right to accept any Bid and to reject any or all Bids	18
1.38	Notification of Award	18
1.39	Signing of Contract	18
1.40	Order Acceptance	19
1.41	Performance Security	19
1.42	Assistance to Bidders	19
1.43	Bidder's right to question rejection of bid	19
1.44	Integrity Pact	20

A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract. Instructions applicable for import of goods (Global Tender Enquiry) need not be applicable for Domestic tender enquiry and those may be ignored.

1.1 Eligible Bidders

1.1.1. This Invitation for Bids is open to all suppliers. However, **only Class-I and Class-II local suppliers** are eligible to participate in **Domestic Tender**. **Any bidder** from foreign country can participate in **Global Tender Enquiry** subject to clause-1.1.3 below. Mode of procurement is whether Domestic Tender or Global Tender Enquiry is specified in NIT.

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

1.1.3. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services only if the bidder is registered with the Competent Authority as specified in Ministry of Finance(GoI) Order No. 6/18/2019 – PPD dated 23rd July 2020.

1.1.4. 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.

1.1.5. Bidders who fulfil the Eligibility Criteria mentioned in **Chapter 5** will be considered for Technical Evaluation of bids.

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Code of Integrity for Public Procurement

1.3.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement 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. 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. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Chapter-8: Annexure-I along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action by Competition Commission of India, and so on.

1.3.4. Obligations for Proactive disclosures

a) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.
b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
c) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

1.3.5. Punitive Provisions

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

a) If his bids are under consideration in any procurement:
   i. Forfeiture or encashment of bid security;
   ii. Calling off of any pre-contract negotiations; and
   iii. Rejection and exclusion of the bidder from the procurement process.

b) If a contract has already been awarded
   i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
   ii. Forfeiture or encashment of any other security or bond relating to the procurement;
   iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

c) Provisions in addition to above:
   i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
   ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
   iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 Cost of Bidding Documents

The bidding documents are to be **downloaded Free of Cost** from 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 have been divided into Eight Chapters.

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

1.6 Clarification of bidding documents

1.6.1. In case when there is NO PRE-BID CONFERENCE

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through the CPPP websitehttps://etenders.gov.inThe Purchaser will respond in writing through the CPP Portal to any request for clarification, provided that such request is received within **period of clarification specified on CPPP**. No request for clarification or query shall be entertained after the **period of clarification specified on CPPP** is over. If the Purchaser deems it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause 1.7relating to amendment of bidding documents and Clause 1.19 relating to Due date for Submission of Bids. The clarifications / amendments issued would be hosted on the CPPP websitehttps://etenders.gov.in of the purchaser for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

1.6.2. In case when there is PRE-BID CONFERENCE

a) A prospective Bidder requiring any clarification of the Biding Documents shall contact the Purchaser in writing through CPPP websitehttps://etenders.gov.inThe Purchaser will respond in writing through the CPP Portal to any request for clarification, provided that such request is received within **period of clarification specified on CPPP** which would be deliberated as per **Clause 1.6.2 (b)**below. No request for clarification or query shall be entertained after the **period of clarification specified on CPPP** is over. If the Purchaser deems it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause1.7 relating to amendment of Bidding Documents and Clause 1.19 relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the CPPP websitehttps://etenders.gov.in of the Purchaser for the benefit of the other prospective bidders.

b) A Pre-bid Conference shall be held at venue and schedule specified in Tender Detail Screen. All prospective bidders are requested to kindly attend the Pre-bid Conference. A prospective Bidder requiring any clarification of the Biding Documents shall contact the Purchaser in writing through CPPP website https://etenders.gov.in Queries would be clarified during the pre-bid conference. The queries and clarifications would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on CPPP website https://etenders.gov.in for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the CPPP websitehttps://etenders.gov.in after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the Tender document.

1.7 Amendment to Bidding Documents

1.7.1. At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2. All prospective bidders who have down loaded the Tender Document should surf CPPP websitehttps://etenders.gov.in from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the CPPP websitehttps://etenders.gov.in.All prospective bidders are expected to surf the CPPP websitehttps://etenders.gov.in before formulating and submitting their bids to take cognizance of the amendments.

1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPPP websitehttps://etenders.gov.in of the purchaser.

C. Preparation of bids

1.8 Language of Bid

1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhiyan, in that case views of Rajbhasha unit of CSIR may be sought.

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

1.9 Documents Comprising the E-Bid

1.9.1 The E-bid shall comprise of the documents as per the requirement of the Tender Document. The documents specified in **Chapter-8: Annexure-F (Part-B)** should be scanned and **uploaded in PDF format in proper sequence.** The scanned documents uploaded as part of bid should be scanned in high resolution for better readability.

1.9.2 Documents comprising Single Bid

All the documents (**as applicable**) specified in **Chapter-8: Annexure-F (Part-B)**should be submitted in Single E-Bidalong with BOQ- Price bid.

1.9.3 Documents comprising Two Bid (Technical Bid & Price Bid)

Technical bid should comprise documents (**as applicable**) specified in **Chapter-8: Annexure-F (Part-B)**. **Price Bid** should comprise of BOQ & **Annexure-N (if applicable**).

1.10 Bill of Quantity (BOQ)- Price bid

Bidders should necessarily submit their price bid in the format provided and no other format is acceptable. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids. Bidders are required to download the BOQ file, open it and complete the Blue coloured (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 bid will be rejected.

1.11 Bid Prices

1.11.1. The bidder shall fill up the Bill of Quantity (BOQ) which is price bid. The BOQ should be filled up carefully as it will be used for evaluation of L1. The contract will be awarded to L1 bidder **subject to** fulfilment of other terms and conditions of tender and also the Price preference policy of Govt of India as specified in Clause- 1.30.3**(Chapter-9)** of the Tender document.

1.11.2. Prices shall be entered in BOQ in the following manner:

(a) **For Goods manufactured 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 BOQ.
iv)	The installation, commissioning and training charges including any incidental services, if any.

(b) **For Goods manufactured abroad:**

i)	The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the BOQ.
ii)	The charges for insurance and transportation of the goods to the port / place of destination.
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if any

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

1.11.4. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

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

1.11.6. All lots and items must be listed in Unpriced bid and priced separately as per BOQ. If Unpriced bid shows items listed but not priced in BOQ, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in Unpriced bid shall be assumed to be not included in the bid.

1.11.7. The CSIR-NIO is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty @5.15% is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996

1.11.8. In case of imports the freight & insurance will be paid by the Purchaser, as the consignments are to be shipped through the Purchaser nominated freight forwarder.

1.11.9. In case of INR bids the price criteria should be on Free Delivery to NIO, Goa. Govt. Levies like GST etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST etc., if any.

1.11.10. Custom Duty is levied on all import meant for CSIR-NIO. Hence, the suppliers are requested to quote only on FOB/FCA basis, freight, insurance and custom duty as applicable to R&D Institutions will be paid by the Purchaser.

1.11.11. CSIR-NIO is a public funded Research Institution under Department of Scientific & Industrial Research and concessional GST is not applicable for the goods purchased for research purpose. GST shall be applicable @ 18% for goods and services supplied to CSIR institutes.

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

1.12 Bid Currencies

Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries i.e. domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; cost of imported goods & services rendered in India, which are directly imported against the contract, may be quoted in foreign currency (currencies). Multicurrency BOQ shall have provision to quote prices in multiple currencies including Indian Rupees.

1.13 Documents Establishing Bidder's Eligibility and qualifications

1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification (as specified in Chapter-5) to perform the contract if its bid is accepted.

1.13.2. The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that:

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

(b)	Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and / or supply the goods.
(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 or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

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 of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

1.14.2. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

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

1.14.3. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

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 **Insurance Surety Bonds / account payee demand draft / fixed deposit receipt / banker's cheque or Bank Guarantee (including e-Bank Guarantee) or payment online in an acceptable form.** drawn on any Scheduled / Nationalized Bank in favour of the Director, National Institute of Oceanography, Goa.

A. In case of Foreign Bidder(s):

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

B. In the case of indigenous bidders:

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

1.15.2. E-Bids submitted without BS/EMD will stand rejected. BG format given in Chapter-8: **Annexure-C.** 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)	**Insurance Surety Bonds / account payee demand draft / fixed deposit receipt / banker's cheque or Bank Guarantee (including e-Bank Guarantee) or payment online in an acceptable form by Government of India** 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;

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 should be submitted in its original form to the address:
CONTROLLER OF STORES & PURCHASE OFFICER,
CSIR- CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY
DONA PAULA – 403 004
GOA - INDIA
Scanned Copy of Demand Draft/Bank Guarantee towards bid security 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).**
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)
h) Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME.

The tender fee and EMD exemption is **applicable to MSEs subject to fulfilling conditions given in Chapter-9 Part-B: Point-9.**

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 before time and date of submission of bid is mandatory requirement. The bid is liable to be rejected if the bid security 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.

1.15.13. The bidder who seek exemption for EMD/BS or when EMD/BS specified in NIT is NIL then bidder should submit **Bid Securing Declaration as per format specified in Chapter-8: Annexure- D.**

1.16 Period of Validity of Bids

1.16.1. Bids shall remain valid for **minimum of 90 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 Format and Signing of Bid

1.17.1. The bids may be submitted as Single-bid or Two-bid as specified in the Invitation for Bids / NIT.

1.17.2. In case the bids are invited on single bid basis, then the Bidder shall submit E-bid comprising all documents listed under Clause- 1.9 relating to documents comprising the bid.

1.17.3. In case the bids are invited on two-bid system, the Bidder shall submit E-bid in two separate parts.First part shall contain Technical bid comprising all documents listed under Clause- 1.9 relating to Documents Comprising the Bid. The second part shall contain the Price-Bid as the form of BOQ.

1.17.4. The scanned copies of the E-bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

1.17.5. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

D. Submission of E-Bids

1.18 Submission of E-Bids

1.18.1 Bids shall be submitted online only at CPPP website https://etenders.gov.in
Manual / Offline bids shall not be accepted under any circumstances.

1.18.2 The Bidder shall download the Tender Enquiry Document directly from the website https://etenders.gov.in and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

1.18.3 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.

1.18.4 Bidders are advised to go through **"Bidder Manual Kit"**, **"System Settings"**&**"FAQ"** links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.

1.18.5 Bidders are advised to visit CPPP websitehttps://etenders.gov.in regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.

1.18.6 Intending bidders are advised to visit CPPP website https://etenders.gov.in regularly till closing date of submission of bid, for any corrigendum.

1.18.7 The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee / Demand Draft drawn in favour of "The Director, National Institute of Oceanography, Goa.". The original Bid Security/EMD must be delivered at address mentioned in Sr.No.2 of NIT till bid submission date and time as mentioned in "Date Sheet" failing which the bid shall be summarily rejected.

1.18.8 Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

1.19 Due date for Submission of E-Bids

1.19.1. EMD/BS must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT.

1.19.2. Bidders are advised to upload and submit their E-bids timely within due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.

1.19.3 The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender 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 due date will thereafter be subject to the due date as extended.

1.20 Late Submission of EMD

1.20.1. Any bid security/EMD received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.

1.20.2. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

1.21 Withdrawal, substitution and Modification of Bids

1.21.1 The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

1.21.2 The bidder is not allowed to modify or withdraw bid after deadline for submission of bids.

E. Opening and Evaluation of E-Bids

1.22 Opening of E-Bids by the Purchaser

1.22.1 The E-bids shall be opened online by authorised officials of the Purchaser as per schedule given in Date Sheet. In case of two bid tender, the price bid of only those bidders who qualified in technical evaluation, shall be opened.

1.22.2 In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.

1.22.3 Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and CSIR-NIO will not be responsible for the same.

1.22.4 On opening of bids online, accepting the bid would not mean that the firm is technically or financially qualified.

1.23 Confidentiality

1.23.1. 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 Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

1.23.2. 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.

1.24 Clarification of Bids

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.

1.25 Preliminary Examination

1.25.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9 and Chapter-8: Annexure-F** have been provided, and to determine the completeness of each document submitted.

1.25.2. 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) 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, will be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

i	The Bidder is not eligible
ii	The Bid validity is shorter than the required period
iii	The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer
iv	Bidder has not agreed to give the required performance security
	The goods quoted are sub-standard, not meeting the required specification, etc.
vi	Against the Requirement (Scope of supply) the bidder has not quoted for the entire requirement as specified in Chapter 4
vii	The bidder has not agreed to some essential condition(s) incorporated in the tender.

(b) BOQ (Price Bid) of the technically qualified bidders shall be liable to rejection if any condition is added in BOQ which contradicts the technical bid/unpriced bid.

1.26 Responsiveness of Bids

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

(a)	affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender; **OR**
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Proposed Contract; **OR**
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

1.26.3. 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.

1.26.4. If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.27 Non-Conformity, Error and Omission

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

1.27.2. 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 non-material non-conformities 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.

1.27.3. Provided that the Bid is substantially responsive, the bid shall be evaluated as per BOQ.

1.27.4. 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.

1.28 Examination of Terms & Conditions- Technical Evaluation

1.28.1. 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.

1.28.2. The Purchaser shall examine the Bid to confirm that Eligibility and Qualification criteria as specified in Chapter is fulfilled by the bidder.

1.28.3. 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 Chapter 4 of the Bidding Documents have been met without any material deviation or reservation.

1.28.4. 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 1.26**, it shall reject the Bid.

1.28.5. Any bidder seeking benefit/preference under MSE / Make in India or any other policy/scheme of the Government of India, which is currently in force MUST at the time of bidding itself enclose all relevant documents / certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the conditions for claiming such benefits. It may be noted that no other benefit / preference / concessions which is beyond the scope of the policy or the bidder's entitlement under the policy shall be given / considered by us. If the bidder fails to claim such benefit and/or fail to submit necessary documents/certificates in support of its claim at the time of bidding itself, its claim shall not be entertained at a later stage in the bidding process and no opportunity shall be provided to it to submit any document / certificate.

1.29 Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single bid and the rates prevalent on the **date of opening of the Technical Bids** in case of two-bid. For this purpose, "Bill currency selling"exchange rate notified in **www.xe.com** or **www.rbi.org** or any other website would be used by the purchaser.

1.30 Evaluation and comparison of bids

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

1.30.2. 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.

1.30.3. **Price preference**
Price preference to **Local suppliers** as per Make in India procurement policy of Govt of India and **MSEs** shall be given as per provisions and methodology specified in **Chapter-9**.

1.30.4. The bids shall be evaluated on the basis of final landing cost which shall be arrived as under and as per format given in BOQ of e-Tender:

(a) **For Goods manufactured 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 BOQ.
iv)	The installation, commissioning and training charges including any incidental services, if any as given in Scope of Supply (Chapter 4)

(b) **For Goods manufactured abroad**

i)	The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the BOQ.
ii)	The charges for insurance and transportation of the goods to the port / place of destination i.e. CIP/CIF Price.

iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if any

1.30.4. 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–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 rejected as incomplete.

1.30.5. 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.

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

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

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

1.31 Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest bid (L1), in accordance with **ITB Clause1.30** and and Technical & Price bid evaluation as per criteria laid down in Chapter-5.

1.32 Contacting the Purchaser

1.32.1. 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.

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

1.33 Post qualification

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

1.33.2. The determination will take into account the Eligibility& Qualification criteria listed in the Chapter-5 of 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.

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

F. Award of contract

1.34 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.

1.35 Award Criteria

Subject to **ITB Clause 1.37**, 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&CSIR-NIO Website www.nio.org.

1.36 Purchaser's right to vary Quantities at Time of Award or later

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).

1.37 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.

1.38 Notification of Award

1.38.1. 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.

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

1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and discharge its bid security.

1.39 Signing of Contract

1.39.1. Promptly after notification, the Purchaser shall send the successful Bidder the Letter of award of contract (Chapter-7B) along with Purchase Order.

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

1.40 Order Acceptance

1.40.1. The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause1.15.11**.

1.40.2. The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.41 Performance Security

Within 21 days of receipt of the notification of award / Purchase Order as per the GCC Clause 2.12, the Supplier shall furnish Performance Security for the amount specified in SCC, valid for the time 60 days beyond the fulfilment of all contractual obligations including warranty.

1.42 Assistance to Bidders:

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

1.42.2 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.

1.43 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:

1.43.1 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.

1.43.2 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.

1.43.3 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.

1.43.4 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.

1.43.5 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 vendor/contractor; and
h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.44 Integrity Pact

1.44.1 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.

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

i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available

ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860

iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.

iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;

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.

1.44.3 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.

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

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

1.44.6 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.

1.44.7 The modal format of Integrity Pact is given in**Chapter-8: Annexure-J.**

CHAPTER 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

Clause No.	Contents	Page No.
2.1	Definitions	22
2.2	Contract Documents	22
2.3	Fraud, Corruption and Code of Integrity	22
2.4	Joint Venture, Consortium or Association	23
2.5	Scope of Supply	23
2.6	Suppliers' Responsibilities	23
2.7	Contract price	23
2.8	Copy Right and Patent Indemnity	24
2.9	Application	24
2.10	Standards	24
2.11	Use of Contract Documents and Information	24
2.12	Performance Security	24
2.13	Installation, Commissioning, Demonstration, Inspection, Tests & Training	25
2.14	Packing	25
2.15	Delivery and Documents	25
2.16	Insurance	27
2.17	Transportation	27
2.18	Incidental Services	27
2.19	Spare Parts	28
2.20	Warranty	28
2.21	Terms of Payment	29
2.22	Change Orders and Contract Amendments	29
2.23	Assignment	30
2.24	Subcontracts	30
2.25	Extension of time	30
2.26	Penalty Clause	30
2.27	Force Majeure	30
2.28	Termination for Default	31
2.29	Termination for insolvency	31
2.30	Termination for Convenience	31
2.31	Settlement of Disputes	31
2.32	Governing Language	32
2.33	Applicable Law	32
2.34	Notices	32
2.35	Taxes and Duties	32
2.36	Right to use Defective Goods	32
2.37	Protection against Damage	33
2.38	Site preparation and installation	33
2.39	Import and Export Licenses	33
2.40	Risk Purchase Clause	33
2.41	Purchaser' s right to vary Quantities	33
2.42	Order Acceptance	33
2.43	Integrity Pact	33

Note: The General Conditions of Contract shall form the part of Purchase Order / Contract.

GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

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

Sr. No.	Words / Expressions	Meaning
(a)	Contract	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	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	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	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	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)	Services	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	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Supplier	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)	Council	The Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
(m)	Purchaser	Any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC
(n)	The final destination	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.

2.2.2 Successful bidder shall have to enter into Contract Agreement as per Contract Form given in Chapter-7A within 14 days of placement of Purchase Order having value above Rs. 10 Lakh or equivalent amount in Foreign Currency.

2.3 Fraud, Corruption and Code of integrity

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

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

I	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
II	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract

III	Collusive practice	A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
IV	Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

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

2.3.2 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.
d) Provisions in addition to above:
   i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year
   ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India
   iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4 Joint Venture, Consortium or Association

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

2.5 Scope of Supply

Scope of Supply (i.e. the Goods to be supplied and Related Services to be performed) shall be as specified in the Chapter-4 clause 4.2

2.6 Suppliers' Responsibilities

2.6.1 The Supplier shall supply all the Goods and perform all Related Services included in the Scope of Supply-Clause 2.5 of the GCC and the Delivery &Completion Schedule, as per GCC Clause 2.15 relating to delivery and document.

2.6.2 Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

2.7 Contract price

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

2.8 Copy Right and Patent Indemnity

2.8.1 Copy Right

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

2.8.2 Patent Indemnity

a) The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.8.2(a), 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:

(I)	the installation of the Goods by the Supplier or the use of the Goods in India
(II)	the sale in any country of the products produced by the Goods

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

2.9 Application

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

2.10 Standards

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

2.11 Use of Contract Documents and Information

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

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

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

2.12 Performance Security (PS)

2.12.1 Within 21 days of receipt of the notification of award of contract / Purchase Order, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

2.12.2 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.

2.12.3 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.

2.12.4 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.

2.12.5 The Performance security shall be in one of the following forms:

(a)	A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. **OR**
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser.

2.12.6 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.

2.12.7 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.

2.12.8 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

2.12.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and 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.

2.13 Installation, Commissioning, Demonstration, Inspections, Tests and Training

Bidder shall be responsible for Installation, Commissioning, Demonstration, Inspections, Tests and Training wherever applicable and for after sales service during the warranty and thereafter **as specified in Chapter- 4.**

2.14 Packing

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

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

2.15 Delivery and Documents

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

Details of Shipping and other Documents to be furnished by the Supplier are :	
A)	**For goods manufactured or supplied from within India**
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/email
(a)	Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value
(b)	Packing list
(c)	Certificate of country of origin
(d)	Insurance certificate, if required under the contract
(e)	Railway receipt/Consignment note
(f)	Manufacturer's warrantee certificate and in-house inspection certificate, if any
(g)	Inspection certificate issued by purchaser's inspector, if any
(h)	Any other document(s) as and when required in terms of the contract
NOTE:	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
B)	**For goods manufactured or supplied from abroad**
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post / courier and copies thereof by FAX.
(a)	Three copies of supplier's Invoice giving full details of the goods including quantity, value, etc.
(b	Packing list
(c)	Certificate of country of origin
(d)	Manufacturer's warrantee and Inspection certificate, if any
(e)	Inspection certificate issued by the Purchaser's Inspector, if any
(f)	Insurance Certificate, if required under the contract
(g)	Name of the Vessel / Carrier
(h)	Bill of Lading / Airway Bill
(i)	Port of Loading
(j)	Date of Shipment
(k)	Port of Discharge & expected date of arrival of goods
(l)	Any other document(s) as and when required in terms of the contract
NOTE:	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	The clearing of the consignment at Mumbai Airport shall be done by our authorized Custom House Agents (CHA). The corresponding shipping documents may be forwarded to them accordingly. It is advised to give us and our CHA, a pre-alert before the consignment is dispatched. If there is delay in clearing of the consignment for <u>not</u> giving timely pre-alert then demurrage (Ware house charges), if applicable has to be refunded to us.

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

2.15.3. The mode of transportation shall be as specified in SCC.

2.15.4. The Bidders may please note that the delivery of the system should be strictly within delivery schedule mentioned in theChapter-4 / Purchase Order.

2.15.5. Goods should not be dispatched until the vendor receives a firm Purchase Order

2.16 Insurance

2.16.1. Indigenous goods, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.16.2. Where delivery of the goods is required by the purchaser on CIF / CIP basis for imported goods or FOR destination for Indigenous goods, the supplier shall arrange and pay for Marine / Transit Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, in the event of any loss or damage.

2.16.3. Where delivery is on FOB or FCA basis for imported goods or FOR dispatch station for indigenous goods, then insurance would be the responsibility of the purchaser.

2.16.4. The equipment to be supplied will be insured by the supplier against all risks of loss or damage from the date of shipment till such time it is delivered at NIO site in case of Rupee transaction

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

2.17 Transportation

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

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

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

2.17.4. The clearing of the consignment at Mumbai Airport shall be done by our authorized Custom House Agents (CHA) for CIP / CIF consignments. The details of CHA will be given in the Purchase Order.The corresponding shipping documents may be forwarded to them accordingly. It is advised to give us and our CHA, a pre-alert before the consignment is dispatched. If there is delay in clearing of the consignment for not giving timely pre-alert then demurrage (Ware house charges) and/or penalty imposed by Indian Customs for late custom clearance, if payable has to be refunded to us by the Supplier / Indian Agent or the same will be deducted from any payment due to Supplier / Indian Agent against this order or any other Purchase order.

2.18 Incidental Services

The supplier may be required to provide any or all of the services, including training, if any, as specified in **Chapter 4: Clause-4.2.**

2.19 Spare Parts

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

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

2.20 Warranty

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

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

c) **Unless otherwise specified in the SCC**, the warranty shall remain valid for Thirty Six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for Forty Two (42) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

d) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

e) The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.

f) The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.

g) An undertaking from the manufacturer is required in this regard stating that they would facilitate the Bidder, Service provider on regular basis with technology / product updates & extend support for the warranty as well.

h) Supplier will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

i) The Principal Supplier must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Supplier of equipment to its channel partner/system integrator.

j) Details of onsite warranty, Name of Agency that shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the name of Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.

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

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

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

n) In case the Equipment / System remains non-operational or performs below the desired level for more than 1 week after intimation of the fault in the Equipment / System then Warranty period shall be extended for further period for which Equipment / System remained non-operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract.

o) The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

p) In case of any replacement during the warranty period the same shall be made free of cost i.e. DDP for import replacement and/or free delivery to NIO for indigenous replacement. All the duties / taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance.

q) Any replacements during warranty period should be free of cost. If the defective item has to be sent back to the Principal Supplier, for such replacements / returns to the Principal Supplier / Indian Agent has to bear documentation charges. If the cost of replacement is upto Rs. 5 Lakh then the documentation charges will be Rs. 5,000 and above Rs. 5 Lakh it is Rs. 10,000. Such charges have to be paid in favour of The Director, NIO, Goa. These charges are only for documentation. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Principal supplier / Indian Agent for returning of defective items. In other words, any warranty replacement has to be done immediately/within a week (7 days) without expecting NIO to export the defective items to Principal supplier for repair/replacements. All charges involved for re-export of defective items have to be borne by Principal supplier / Indian Agent.

2.21 Terms of Payment

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

2.21.2. 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.

2.21.3. Advance payment will be paid in **exceptional cases** only against equivalent amount of Bank Guarantee or Stand by Letter of credit valid till acceptance of all ordered goods and services. Advance payment shall not exceed 30% of Purchase Order value.

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

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

2.22 Change Orders and Contract Amendments

2.22.1. 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:

a)	Increase or decrease in the quantity required
b)	Changes in schedule of deliveries and terms of delivery
c)	The changes in inspection arrangements
d)	Changes in terms of payments and statutory levies
e)	Changes due to any other situation not anticipated

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

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

2.23 Assignment

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

2.24 Subcontracts

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.

2.25 Extension of time

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

2.25.2. 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 penalty, in which case the extension shall be ratified by the parties by amendment to the Contract.

2.25.3. 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 penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.26 Penalty clause

Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.27 Force Majeure

2.27.1. Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.27.2. 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.

2.27.3. 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.

2.27.4. 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.

2.28 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:

(a)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time;
(b)	If the Supplier fails to perform any other obligation(s) under the Contract
(c)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

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:

(a)	The Performance Security/EMD will be forfeited;
(b)	The Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
(c)	However, the supplier shall continue to perform the contract to the extent not terminated.

2.29 Termination for Insolvency

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

2.30 Termination for Convenience

2.30.1. 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.

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

(a)	To have any portion completed and delivered at the Contract terms and prices ; **and / or**
(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods / Services and for materials and parts previously procured by the Supplier.

2.31 Settlement of Disputes

2.31.1. 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.

2.31.2. 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. .

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

(a)	If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the

	Arbitrators otherwise decides in the Award. The venue of arbitration should be the place from where the contract has been issued.
(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

2.31.4. The venue of the arbitration shall be the place from where the Purchase Order or Contract is issued.

2.31.5. Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; **and**
(b)	the Purchaser shall pay the Supplier any monies due the Supplier.

2.32 Governing Language

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

2.33 **Applicable Law / Jurisdiction**

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.

2.34 Notices

2.34.1. 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.

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

2.35 Taxes and Duties

2.35.1. 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.

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

2.35.3. 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.

2.35.4. The CSIR-NIO is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty @5.15% is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996

2.35.5. CSIR-NIO is a public funded Research Institution under Department of Scientific & Industrial Research and concessional GST is not applicable for the goods purchased for research purpose. GST shall be applicable @ 18% for goods and services supplied to CSIR institutes.

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

2.36 Right to use Defective Goods

If after delivery, installation and within commissioning & acceptance and within 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.

2.37 Protection against Damage

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

(a) Voltage 230 volts – Single phase or 415 Volt for 3 phase (±10%)
(b) Frequency 50 Hz.

2.38 Site preparation and Installation

The Purchaser is solely responsible for the construction of the equipment sites unless otherwise specified in Chapter 4 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.

2.39 Import and Export Licenses

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

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

2.40 Risk Purchase Clause

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.

2.41 Purchaser's right to vary Quantities

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

2.42 Order Acceptance

2.42.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause1.15.11**.

2.42.2 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

2.43 Integrity Pact

2.43.1 As per directive of the CVC all organizations including CSIR laboratories / institutes have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement having **procurement value above Rs.3 Crore.** The integrity pact envisages an agreement between the prospective bidders / vendors with the buyer committing the persons / officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders / vendors, who are willing to enter in to such an integrity pact with the Purchaser, would be competent to participate in the bidding.

2.43.2 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not. If the Integrity Pact is required for the Tender then the format of Integrity Pact is as given in **Chapter – 8.**

CHAPTER- 2: 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.

GCC Clause	Special Condition of Contract (SCC)	
GCC 2.1(m)	**The Purchaser is:** THE DIRECTOR CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY DONA PAULA – 403 004, GOA-INDIA Tel #: 00 91 8322450230 / 721 Email: purchase.nio@csir.res.in, spo.nio@csir.res.in Website: www.nio.res.in	
GCC 2.1(n)	**The Final Destination is:** CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY DONA PAULA – 403 004, GOA-INDIA	
GCC 2.12.1	The amount of the **Performance Security** shall be **5% of the contract value,** after the date of completion of contract obligations including warranty obligations.	
GCC 2.14.2	**The marking and documentation** within and outside the packages shall be marked with proper paint / indelible ink.	
	(a)	Each package should have a packing list within it detailing the Part No.(s), description, quantity etc.
	(b)	Outside each package, the Contract No., the name and address of the Purchaser and the Final destination should be indicated on all sides and top.
	(c)	Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.
	(d)	All the sides and top of each package should carry an appropriate indication / label / stickers indicating the precautions to be taken while handling / storage.
GCC 2.15.3	(a)	In case of supplies from within India, the **mode of transportation** shall be by **Air / Rail / Road.**
	(b)	In case of supplies from abroad, the **mode of transportation** shall be by **Air/Sea**.
GCC 2.16.1	The **Insurance** shall be for an amount equal to **110% of the CIF or CIP** value of the contract from "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion, in addition to **storage policy for 60 days** is advised so as to ensure the inspection by the Indian Agent at the time of opening the packages.	
GCC 2.20(c)	The period of validity of the Warranty shall be: The warranty shall remain valid *for* **03 years** after the Goods, or any portion thereof as the case may be, have been delivered and accepted after successful installation and satisfactory commissioning at the final destination.	
GCC 2.21.1	The **method and conditions of payment** to be made to the Supplier under this Contract shall be as follows:	
	A	**Payment for Goods supplied from abroad:**
		Payment of foreign currency portion shall be made in currency of the Contract by opening irrevocable Letter of Credit for 100% value of Purchase Order in the following manner:
	(a)	On Shipment: **Eighty (80%)**percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.15.
	(b)	On Acceptance: **Twenty (20%)**percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.
	(c)	The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB / FCA value.
	(d)	The LC will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e.

		supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If LC is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.
	(e)	As per guidelines of RBI, it is mandatory to submit Creditworthy Report of Supplier before opening of LC or making foreign remittance for import of goods/services having value of contract not less than USD 25000 or equivalent amount in other foreign currency. Supplier should submit Creditworthy Report from reputed agency such as Dun &Bradstreet at the time of acceptance of Purchase Order.
	(f)	Payments for Purchase Order **value not exceeding US $ 15000** or equivalent amount in other foreign currency, shall be **preferably made on the basis of Cash against documents through bank** (Sight Draft).
	B	**Payment for Goods and Services supplied from India:**
	The payment shall be made in Indian Rupees, as follows:	
	(a)	On shipment **: Eighty (80%)** percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 2.15
	(b)	On Acceptance: The remaining **twenty (20%)** percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any.
	(c)	In case of supplies where installation & commissioning is **not** required 100% payment will be made within 30 days from receipt of items by purchaser as per purchase order contract.
	(d)	**E-Payment:** All payments, CSIR-NIO prefers to make Electronic Transfers (RTGS) through State Bank Of India, Dona Paula Branch, Goa.
	NOTE:	
	➢ All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.	
GCC 2.26.1	(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise we will have to forfeit EMD/PS and also LD clause will be applicable /enforced
	(b)	If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier
	(c)	NIO reserves the right to cancel the order in case the delay in supply is more than 20 weeks. Penalties, if any, will be deducted from the EMD/PS
	(d)	The **maximum** amount of **penalty** shall be **10%.**
	(e)	The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 2.33.1	The **place of jurisdiction** is **Goa**, India.	
GCC 2.34.1	**For notices,** the Purchaser's address is THE DIRECTOR CSIR-NATIONAL INSTITUTE OF OCEANOGRAPHY DONA PAULA – 403 004, GOA-INDIA Tel #: 00 91 8322450230 / 353 Email: purchase.nio@csir.res.in, spo.nio@csir.res.in **Website: www.nio.res.in**	
GCC 2.39.4	**The integrity pact is not to be signed.** However, efforts must be made to realize the objectives & spirits thereof.	

CHAPTER 3

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

SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify **the time frame required (Schedule) for delivery of goods and services to be completed** by the bidder (in reference to Scope of Supply given in Clause-4.2 of Chapter-4) if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

A) Delivery Schedule:

Sr. No.	Brief Description of Goods and Services	Quantity & Unit	Delivery Schedule

Period of delivery shall start from : _____

B) Term of delivery / Delivery Term :

Goods from Abroad	
Goods from India	

C) Time frame required for conducting installation, commissioning of the equipment, acceptance test, training, etc. after the arrival of consignment or before dispatch of equipment:

Sr. No.	Activity	Time Frame
1	Site Preparation (if required)	
2	Installation & Commissioning	
3	Acceptance Test	
4	Training	
5		

Place : _____ Signature of the Bidder : _____

Date : _____

NOTE

a) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC **or** from the date of contract **or** from the date of advance payment etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.

b) The date or period for delivery should be carefully specified, taking into account the implications of delivery Incoterms (EXW, or CIF, CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered to the carriers), and the date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

CHAPTER 4

SPECIFICATIONS, ALLIED TECHNICAL DETAILS AND SCOPE OF SUPPLY

4.1 Specifications: (Item Name): Qty.1

1. Table-top Pressurised Solvent Extraction System for the extraction of organic components from multiple (4 or more) environmental samples under high temperature and pressure without cross-contamination
2. Extraction Cell
   (i) Stainless steel, organic solvent friendly, high-pressure resistant
   (ii) Cell size: should be between 20mL and 120mL
   (iii) Should be able to handle up to 50g samples at a time
   (iv) Vertical cell orientation with flow from top to bottom
3. Oven Temperature Programmable between 30 - 200°C or better
4. Pump
   (i) Fluid delivery pressure: Variable between 50 - 150 bar
   (ii) Pump flow: Between 1 and 50 ml/min or better
5. System purging by nitrogen or any other inert gas
6. Extract collection
   (i) Collection vial in the range of 50-250mL (with thread)
   (ii) The method program must monitor if the extraction cell sizes match the collection vial size and volume
7. Cleaning and rinsing. The system should have:
   (i) Programmable volume of flushing solvent, before and after extraction into waste
   (ii) No. of waste/rinse bottles: At least 2 nos. (250mL or more)
8. Solvent stations
   (i) Facility for mixing at least 2 different solvents
   (ii) Solvent bottles must be pressure and organic solvent resistant
   (iii) Volume of solvent bottles: 2L
   (iv) Cap and Tube Assembly must be organic solvent-friendly
9. Solvent compatibility of instrument and peripherals: Compatible with a wide range of organic and aqueous solvents
10. Display and Keyboard (i) In-built control panel containing LC display and membrane keypads allowing programmable operations
11. Program, Operation and monitoring (i) Programmable method including oven temperature, pressure, solvent volume, rinse volume, temperature hold time, run time, etc.
    (ii) Schematic representation of the program and the current stage of the method as well as possible errors (over-pressure, leakage, over-heating, etc.).
12. Recovery and system performance (i) ≥ 80% recovery of the analyte
    (ii) Rigorous operation must be possible for at least 2000 samples
13. Accessories, consumables, and spares:
    For extraction of ~2000 samples or 3 years of regular operation (whichever is more)
    (i) Extraction vessel: 8 nos. of 20-40ml volume; 4 nos. of 80 ml volume; 4 nos. of 100-120mL volume
    (ii) Collection Bottles (VOC certified): 20 nos. of 50-60mL volume; 40 nos. of 200-250ml volume
    (iii) Septa and PTFE-coated silicon caps for collection bottles
    (iv) Glass fibre filters (GF/F)
    (v) Septa and accessories (seals, rings, frits, septa, caps, plug screw, etc.) for cell fitting
    (vi) Preparatory material (Diatomaceous Earth, Sample Dispersant and Drying Agent): 5 kg
    (vii) Tubing and plumbing
14. Voltage and power requirements 220-240 V; 50 Hz; upto 1750 W
15. Warranty and maintenance: 3 years of on-site warranty

During the warranty period, the vendor should ensure to resolve any instrument breakdown within max 20 working days.

16. Installation and commissioning: (i) All required materials (gas control panel, moisture trap, gas tubings etc.) must be provided for on-site installation and commissioning of the instrument.
    (ii) Any other requirement recommended by the company for operation
    (iii) Vendor shall visit the site for pre-installation requirements for the instrument, if required
    (iv) Recovery and system performance (as specified in point no. 12) must be demonstrated at the time of installation
17. Training: The technical performance of the instrument, as per the specification, must be demonstrated to the scientific personnel during the installation. A few NIO personnel must be trained for the operation of the instrument.
18. Post-warranty:
    •The vendor should guarantee the supply of all types of spares/accessories for the Instrument system for a minimum period of 10 years after the warranty period and AMC service
    • Current users list with contact details (Customer name, phone, email id, etc.) and date of installation to be provided
    • Contact Numbers and details of the service engineers must be provided
    • The system should be compatible with any future upgradation during the warranty period
19. Manual and application notes should be included

Optional:

1) A nitrogen gas cylinder (99.999% purity) with 2 regulators may be quoted as an optional item.
2) Please provide an offer for the buy-back of the existing ASE-200/Dionex (Sr. No. 080 50646) procured in 2008.

4.2 Scope of Supply

Scope of Supply includes the following:

(i) Supply of the equipment / system as specified in 4.1 above
(ii) Installation & Commissioning as specified in Clause- 4.3.3
(iii) Training as specified in Clause- 4.4
(iv) Warranty as specified in Clause- 4.5
(v) Post warranty AMC

4.3 Inspection & Tests

4.3.1 General

(i) The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified here. The Supplier shall at its own expense and at no cost to the CSIR-NIO carry out all such tests and/or inspections of the Goods and Related Services as are specified in the chapter 4 or as discussed and agreed to during the course of finalization of contract.

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

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

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

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

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

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

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

(ix) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

(x) The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.

(xi) Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.

(xii) On successful completion of acceptability test, receipt of deliverables, etc and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment. Acceptance certificate form as given in Annexure-L (Chapter 8) should be signed by authorised representative of Supplier &Purchaser.

(xiii) Installation demonstration is to be arranged by the supplier and the same is to be done within 15 days of the arrival of the equipment at site.

4.3.2 Manufacturer's Inspection Certificate

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such Pre- dispatch inspection and testing.

4.3.3 Installation, Commissioning &Acceptance Test

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.

4.4 Training—

i) Location: CSIR-NIO, Goa

ii) **Number of persons: 5**

iii) **Number of days: 3**

iv) **Type of training: hands-on training on the instrument**

4.5 Incidental Services:

(i) On site Comprehensive Warranty: **3 years.**

- **From Date of** Installation & Commissioning and acceptance.
- Down-time call attendance should be within 48 hrs
- In case the Equipment / System remains non-operational for more than 20 days then warranty period will be extended for the equivalent period for which Equipment / System remained non-operational. Warranty extension in such case shall be done without prejudice to any other Term & condition of the contract

4.6 Delivery Schedule

Within 8 weeks after receipt of Order.

4.7 Commercial evaluation of bid

The bid will be treated as **incomplete** if bidder has **not quoted** for all the components given in scope of supply (clause 4.2) and **the incomplete bid will be rejected**. The bidder should also include all incidental services in their quote (clause 4.5). The bid will be commercially evaluated for the components in the scope of supply.

CHAPTER 5

Eligibility &Qualification Requirements

5.1 Eligibility Criteria

a) **Legal 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 Country of Origin. Bidder may be Joint Venture, Consortium or Association so long as they are formed and registered prior to the bid submission date.
Copy of Certificate of Incorporation issued by Registrar of firms/companies is to be submitted in support of this criterion.

b) Only Class-I and Class-II local suppliers are eligible to participate in **Domestic tender enquiry**. Refer Clause- 1.30.3 (Chapter-9) and submit Annexure-M & N with your bid/offer (if applicable).

c) An **undertaking (self-certificate)** is to be submitted to demonstrate that the bidder satisfies the bidders' **eligibility criteria**, as mentioned in **ITB Clause- 1.1**in the formtas per **Annexure-I and Annexure-O of Chapter- 8**.

5.2 Technical Qualification Criteria

a) The Bidder should be a manufacturer /authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Authorised representative / Indian Agent to submit the **Manufacturers' Authorization Form Chapter-8: Annexure B** with the technical bid.

b) Equipment / System offered must be of the most recent series/models incorporating the latest improvements in design. The models should be in **successful operation for at least one year as on date of Technical Bid Opening.** The bidder (OEM/Direct Distributor/Dealer) should have supplied and installed during **past 5 years, at least two similar equipment / systems** as mentioned in Chapter-4.
The Bidder should furnish the information on all past supplies and satisfactory performance during past 5 years in the **Performance Statement Form** (Chapter-8, Annexure-E). Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the **satisfactory operation of the equipment / system**.

c) Details of Service Centres and information on service support facilities that would be provided after the warranty period (in the **Service Support Form-Chapter-8 Annexure-G).**

d) Foreign bidder/suppliers quoting directly, should submit a letter of Authorisation in favour of Indian Agent/Representative indicating complete address, contact person and validity of Authorization if any along with their technical bid. Foreign bidder/suppliers quoting directly should ensure that adequate and specialized expertise is already available **or** will be made available following the execution of the contract in the Purchaser's country, to ensure that **the support services are responsive and adequate** as per **ITB 1.13.2(c)**.

5.3 Financial Qualification Criteria

a) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 31st March 2026 and also it should have not eroded by more than 30% (thirty percent) in the last three years, ending on 31st March 2026.

b) A copy of the annual report (**audited balance sheet and profit & loss account**) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries, is to be submitted **in support of this criterion**.

5.4 Applicability in Special Cases:

a) **Applicability to 'Make in India'**
Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

i. their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
ii. the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
iii. the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

b) Authorized Representatives

Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

i. their principal manufacturer meets all the criteria above without exemption, and
ii. the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
iii. the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

c) For Existing Successful Past Suppliers

In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past 02 procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.

d) Joint Ventures and Holding Companies

Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

Note for Bidders:

a) Doctrine of Substantial Compliance

The Eligibility and Qualification Criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Eligibility and Qualification Criteria. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

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

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

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

CHAPTER 6

FORMAT OF UNPRICED BID/QUOTATION FOR GOODS

(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)

To be submitted as part of Technical bid

Note:-

There should not be any mention of cost/price/taxes/duties in the **unpriced bid.** The prices mentioned in BOQ shall be considered for evaluation and comparison of bids.

Name of Bidder: _____

Tender No: _____ Tender Date: _____

Quotation No. _____ Date: _____

Quotation Valid upto date: _____

Country/Countries of goods: _____

Sr. No.	Description of Item	Quantity	Unit
1.	Catalogue, Part/Model Number with Specifications		
2.	Spares/Consumables (if any)		
3.	Accessories (if any)		
4.	Additional Items		

Approximate Weight of the Consignment
Approximate dimensions of the Consignment

TENDER CLAUSE NO.	TERM		CONDITION
GCC/SCC 2.15.3	Mode of Shipment		BY AIR / SEA / ROAD
GCC 2.15.2	Delivery Term (Use INCOTERM for import of goods. Kindly mention the name of Airport/ port of shipment along with the incoterm)		
CHAPTER 3	Delivery Schedule		Use Chapter-3 of Tender document
	Period of delivery shall count from		
	Time Frame required for conducting Installation & commissioning of the equipment, Acceptance Test, Training, etc.		
	Port of destination (for import goods)		Goa, India
	Final Destination		CSIR-NIO, Goa
	Installation & Commissioning		
4.4	Training Details		
GCC/SCC 2.20 (c)	Warranty Period		
	Annual Maintenance Contract	Comprehensive	
		Non-Comprehensive	
GCC/SCC 2.21.1	Payment Term		
GCC/SCC 2.21.1 (d)	Bank Charges (for import goods)		Inside India to NIO account and Outside India to beneficiary's account

SIGNATURE OF AUTHORISED PERSON

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder_____ **Tender No.**_____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forward-ing up to station of dispatch if any	Charges for inland transporta-tion, insurance up to Lab. / Instt.by ***air/road/ rail (retain one only)***	Total Price	Installation, Commis-sioning and training charges, if any

Note:

(a) The cost of optional items, if any shall be indicated separately

(**b**) Cost of Spares, if any

Total Bid price in foreign currency_____

in words _____

Signature of Bidder _____

Name _____

Business Address _____

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder_____ **TENDER No.**_____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description	Country of origin	Unit	Qty.	Unit price Indicating currency FOB (named port of shipment or FCA (named place of delivery) ***(retain only one)***	Total price (5x6) FOB (named port of shipment) or FCA (named place of delivery) ***(retain only one)***	Charges for Insurance & transportation to port//place of destination	Total price ***CIF/CIP (retain one only)*** (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Approx. Ship-ment weight and volume	Indian Customs Tariff No and HSN No. (ICT & HSN No.)

Note:

Currency _____

(a) Indian agents name & address _____

(b) Installation, commissioning & training charges, if any _____

(c) Cost of Spares, if any _____

Total Bid price in foreign currency _____

in words _____

Signature of Bidder _____

Name _____

Business Address _____

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 2.22 of GCC.

(e) The cost of optional items shall be indicated separately.

CHAPTER 7

A: 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 National Institute of Oceanography, Goa(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]*

B: Letter of Award (LOA) of Contract

Confidential

Order No..... Dated .....

Contract Title:

To,
M/s.

Sub: Award of contract for Tender No: [insert contract number] and contract title: [insert contract title]

Ref. Your Offer No. [insert offer number] against our Tender no. [insert tender no] opened on [insert date of opening of tender] and subsequent correspondence No. ..... dated .....

Dear Sir/Madam,

I am directed to inform you that after evaluating the bid documents submitted by you as referred above, The Director, ... (name of the Procuring Entity) is pleased to inform you that you have been selected as the successful bidder for the supply of [enter description of the item]. The total purchase price shall be .....[enter amount]....., as indicated in your financial bid submitted on [enter date], in accordance with the procedures intimated in the relevant bid documents. You/your authorised representative(s) are requested to be personally present at [insert address] for the signing of the contract by [enter date]. In this respect, we also request you to submit the performance security of [insert amount of Rupees in words] by [insert date] (*within 21 days from the date of LoA)* Please apply for refund of EMD deposited .

You are requested to execute necessary agreement within fourteen days from the date of issue of this letter in the enclosed agreement form. Special adhesive stamp of ₹10 (Rupees Ten) and revenue stamp of Rupee one shall be affixed on the enclosed agreement form.
This LOA/notification concludes the legally binding contract between you and the CSIR- Lab/Instt , till issue of a formal contract.

Yours truly,

[Authorised Officer]
For & on Behalf of
The Council of Scientific and
Industrial Research

Enclosure: Agreement Form along with the schedule of delivery

CHAPTER 8

OTHER STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	A
2	Manufacturers' Authorization Form	B
3	Bid Security Form / Earnest Money Deposit	C
4	Bid Securing Declaration Form	D
5	Performance Statement Form	E
6	Deviation Statement Form	F
7	Service Support Detail Form	G
8	Bid Form	H
9	Format for declaration by the Bidder for Code of Integrity & conflict of interest	I
10	Format of Integrity Pact	J
11	Performance Security Form	K
12	Acceptance Certificate Form	L
13	Certificate of Local Content	M
14	Certificate of Price break up of Local Content	N
15	Self Certification	O

ANNEXURE - A

Bidder Information Form

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

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

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

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

Signature of Bidder _____

Name _____

Business Address _____

ANNEXURE-B

MANUFACTURERS' AUTHORIZATION FORM *

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

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

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

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

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 2.20 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

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

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

ANNEXURE-C

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.

ANNEXURE-D

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 he 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)

ANNEXURE-E

PERFORMANCE STATEMENT FORM

Details of similar equipment / systems supplied & installed during past 3 years in India & Abroad

Name of the Firm _____

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed/ working satisfactory? (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 :

ANNEXURE-F

DEVIATION STATEMENT FORM

PART – A

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

Sr.No.	Specifications / Parts / Accessories as per Tender	Specifications of Model / Part /Accessory	Compliance Whether Yes of 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:

a) If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
b) The technical and commercial deviations should be indicated separately.
c) If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.
d) 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

ANNEXURE – F

PART – B

(Refer Clauses 1.9 and 1.25 of Tender Document)

I. Technical Bid shall comprise of the documents as per the requirement of the Tender Document. The documents specified below should be scanned and **uploaded in PDF format in proper sequence.** The scanned documents uploaded as part of Technical bid should be scanned in high resolution for better readability.

i) Technical Bid Cover-1

Sr. No.	Document Required	Reference Clause & Forms of tender document	Submission
1	EMD OR Bid Securing Declaration form if EMD is exempted.	1.15 & Chapter-8: Annexure D	Yes / No
2	Bid form- Tender Acceptance form	Chapter-8: Annexure-H	Yes / No
3	Declaration by the Bidder for Code of Integrity & conflict of interest	5.1 (c) & Chapter-8: Annexure-I	Yes / No
4	Self-Certification	1.1.3 & Chapter-8: Annexure-O	Yes / No
5	Bidder Information Form	Chapter-8: Annexure-A	Yes / No
6	Certificate of Incorporation	5.1 (a)	Yes / No
7	Manufacturers Authorisation Form **(if bidder is not OEM)**	Chapter-8: Annexure-B	Yes / NA
8	Self Certification for Local content (**for Class- I or II Local suppliers)**	1.30.3& Annexure-M	Yes / NA
9	Documents to substantiate **MSE Bidder** status	MSE registration of appropriate authority	Yes / NA

ii) Technical Bid Cover-2

Sr. No.	Document Required	Reference Clause & Forms of tender document	Submission
1	Annual Financial Report (audited balance sheet and profit & loss account) of the last three financial years, duly authenticated by a Chartered Accountant/Cost Accountant	5.3	Yes / No
2	Deviation Statement	Chapter-8: Annexure-F	Yes / No

iii) Technical Bid Cover-3

Sr. No.	Document Required	Reference Clause & Forms of tender document	Submission
1	Unpriced bid with Technical Specifications & Scope of Supply/services and Terms & Conditions	Chapter-4 & Chapter- 6	Yes / NA
2	Schedule of Requirement (**for equipment**)	Chapter-3	Yes / No
3	Performance Statement Form(**for equipment**)	5.2 (b) & Chapter-8: Annexure-E	Yes / No
4	Service Support Details (**for equipment**)	5.2 (c) & Chapter-8: Annexure-G	Yes / NA

II. The following important conditions of the tender document are fulfilled as given below:

Sr.No.	TENDER REQUIREMENT	Reference Clause of tender document	COMPLIANCE
1	Bid Validity (90 days after the date of Bid opening)	Clause- 1.16	Yes / No
2	Warranty: **36 Months** from date of Installation & Commissioning and acceptance	Clause- 2.20 and as specified in SCC	Yes / No
3	Agree to submit Performance Security **5%** of PO Value as per	Clause 2.12 and as specified in SCC	Yes / No
4	Original Equipment Manufacturer/Authorised Indian Agent agree to submit Contract Agreement	Chapter-7	Yes / No

III The financial qualification criteria as specified in Clause 5.3 of the Tender document is fulfilled by us and the copies of the annual reports (**audited balance sheet and profit & loss account**) of the relevant period (1st April 2023 to 31st March 2026), duly authenticated by a Chartered Accountant/Cost Accountant, are submitted in support of the following information:

i) The net worth of our firm M/s _____ had not been negative on 31st March 2026 and also it has not eroded by more than 30% (thirty percent) in the **last three years**, ending on 31st March 2026 as per the following data:

Financial Year end date	2023	2024	2025	2026
Net worth in Rupees lakh				

IV **Price bid** comprises of **BOQ (format in Chapter-6)** filled up on CPPP website https://etenders.gov.in along with **Annexure-N** filled up and uploaded as Cover-1.**Price break up for Local content (to be attached with Price bid in case of Two Bids) for Class- I or II Local suppliers (Make in India) in the form of Annexure-N, if applicable.**

Date: **Signature and seal of the Bidder**

ANNEXURE-G

SERVICE SUPPORT DETAIL FORM

Sr. No.	List of similar type of equipment serviced in the past 3 years	Address, Telephone Nos., Fax No. and e-mail address of the buyer	Nature of training Imparted/ service provided	Name and address of service provider

Date: **Signature and seal of the Manufacturer/Bidder**

ANNEXURE-H

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-NIO, Goa*

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 Bill of Quantity (BOQ) of this tender.
(d)	Our bid shall be valid for the period of time specified in ITB Clause 1.16, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(e)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.41 and GCC Clause 2.12 for the due performance of the Contract
(f)	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.")

(g)	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.
(h)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed : *[Insert signature of person whose name and capacity are shown]*
In the capacity of *[Insert legal capacity of person signing the Bid Submission Form]*

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

Duly authorized to sign the bid for and on behalf of: *[Insert complete name of Bidder]*
Dated on _____ day of _____, _____ *[Insert date of signing]*

ANNEXURE-I

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

ANNEXURE-J

Format of Integrity Pact

(Refer para 5.1.2 (ix) (k) of the CSIR Manual)

INTEGRITY PACT Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as "The Principal" and .....herein referred to as "The Bidder/ Contractor."

Preamble

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

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

Section 1 – Commitments of the Principal

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

   a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.

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

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

1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

   a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

   b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)//Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

Section 4 – Compensation for Damages

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

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitors

1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.

3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.

8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally singed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

_____	_____
(For & On behalf of the Principal)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place.....	Place.....
Date.....	Date.....

Signature of Witness 1:
(Name & Address):

Signature of Witness 2:
(Name & Address):

ANNEXURE-K

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.

ANNEXURE-L

Acceptance certificate form

No. Dated:

M/s. _____
_____
_____

Sub: Certificate of commissioning of equipment

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

(a)	Contract No. Date:	
(b)	Description of the equipment	
(c)	Name of the consignee	
(d)	Scheduled date of delivery of the consignment to the Laboratory / Institutes	
(e)	Actual date of receipt of consignment by the Laboratory / Institutes	
(f)	Scheduled date for completion of installation/commissioning	
(g)	Actual date of completion of installation/commissioning	
(h)	Penalty for late delivery (at Laboratory / Institutes level) Rs.	
(i)	Penalty for late installation (at Laboratory / Institutes level Rs.	

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

Sr. No.	Description	Amount to be recovered

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

OR

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

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 para03.

For Supplier
Signature .....
Name .....
Designation .....

Name of the firm .....
Date .....

For Purchaser
Signature .....
Name .....
Designation .....

Name of the Laboratory.....
Date .....

ANNEXURE-M

Certificate of Local Content

(to be enclosed along with **Technical Bid**)

Ref: Clause 1.30.3and Chapter-9(Part-A) of the Tender No. _____

We M/s. _____ (Name of Bidder) hereby certify that we meet the minimum Local content for the Goods and services offered vide our offer/bid No. _____ dated _____ as specified below:

- ☐ Class-I Local Supplier with **local content of 50% and above**

OR

- ☐ Class-II Local Supplier with **local content of 20% and above but less than 50%**

(Tick appropriate category of Local Supplier)

We are **not claiming the services** such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our 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.

Signed : *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

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

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

ANNEXURE-N

Certificate of Price break up of Local Content

(to be enclosed along with **Price Bid**)

Ref: Clause 1.30.3 and Chapter-9(Part-A) of the Tender No. _____

We M/s. _____ (Name of Bidder) hereby certify that we meet the minimum Local content for the Goods and services offered vide our offer/bid No. _____ dated _____ as specified below:

- ☐ Class-I Local Supplier with **local content of 50% and above**

OR

- ☐ Class-II Local Supplier with **local content of 20% and above but less than 50%**

(Tick appropriate category of Local Supplier)

Minimum Local content is _____ % as per Price break up given below:

Component of cost		Imported product		Domestic value addition to product	
		In Foreign Currency US$ or specify	In Rupees Exchange Rate @ 1 US$ = Rs	In Rupees	Location of value addition
	Goods				
i	Material				
ii	Equipment				
iii					
	Total Quoted Price = (X + Y)		X =	Y =	

$$\% \text{ Local Content} = \left(\frac{Y}{X+Y}\right) \times 100$$

We are **not claiming the services** such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition. **These costs should not be included in Y above.**

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our 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.

Signed : *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

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

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

ANNEXURE- O

Self Certification

With reference to **Clause No. 1.1.3 of this tender** and GoI Ministry of Finance Order No.: F. No. 6/18/2019-PPD dated 23rd July, 2020 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)" & OM No. F. No. 18/37/2020-PPD dated 8thFebruary, 2021;

It is certified that

☐ We are **not** a bidder of a country which shares a land border with India.

OR

☐ We are a bidder of a country which shares a land border with India, however, we are **eligible to bid** in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD dated 23rd July 2020**. Copy of valid registration is attached.**

☐ **Tick as applicable**

Place:
Date:

Authorised Signatory
Name:
Company Seal

Chapter-9

A) Price preference to Local suppliers as per Make in India procurement policy of Govt of India

Reference: DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce (Govt of India)

Only Class-I and Class-II local suppliers are eligible to bid for all procurements other than Global Tender Enquiry and Purchase preference shall be given with reference to provisions of above DPIIT order and as specified below:

1) Definitions of terms applicable to **Make in India procurement policy of Govt of India**

a) **'Local content** ' means the **amount of value added in India** which shall be the total value of the item 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.

b) **'Class-I Local supplier'** means a supplier provider whose product offered for procurement meets the **local content of 50% and above**.

c) **'Class-II Local supplier'** means a supplier provider whose product offered for procurement meets the **local content of 20% and above but less than 50%.**

d) '**Non-Local supplier'** means a supplier provider whose product offered for procurement meets the **local content of less than 20%.**

e) 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation .

f) 'Margin of purchase preference ' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

2) Tendered goods are **divisible** in nature, the following procedure shall be followed to evaluate L1 bidder and bidder for award of contract **with** the **margin of purchase preference of 20%** to Class-I Local supplier:

a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.

b) If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling with in the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

3) Tendered goods are **not divisible** in nature, the following procedure shall be followed to evaluate L1 bidder and bidder for award of contract **with** the **margin of purchase preference of 20%** to Class-I Local supplier:

a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.

b) If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

c) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d) Only Class-II Local suppliers are **not eligible to get price preference** under this clause.

4) **Applicability in tenders where contract is to be awarded to multiple bidders**

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers'.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference shall be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference shall be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

5) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by Class-I Local supplier	Finalization of tender
Can be Split	L1	Full order on Local supplier
Can be Split	Not L1 but within L1 + 20%	50% order on Class-I Local supplier subject to matching L1 price
Cannot be Split	L1	Full Order on Local supplier
Cannot be Split	Not L1 but within L1+20%	Full Order on Class-I Local supplier subject to matching L1 price

6) Verification of local content

a) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification (Chapter-8: Annexures-M& N) that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.

b) Bidder shall also give price break up and the location(s) at which the local value addition is made in the form of Annexure-N (Chapter-8). **Annexure-M**(Chapter-8)should be enclosed with **Technical bid** and **Annexure-N** should be enclosed as part of **Price bid**.Bidder **cannot claim the services** such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty **as local value addition.**

c) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II 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 Contractors other than companies) giving the percentage of local content.

d) 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.

B) Price Preference to MSEs

1) In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.

2) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (where the tender quantity can be split).

3) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the goods can be split.

4) In case the tendered quantity of goods cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

5) If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.

6) If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.

7) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
Can be Split	Not L1 but within	25% order on MSE subject to matching L1
Cannot be Split	L1	Full Order on MSE
Cannot be Split	Not L1 but within	Full Order on MSE subject to matching L1

8) The purchase preference to MSE is **not applicable** for works contracts where supply of goods not produced by MSEs is also involved.

9) Price preference shall be made applicable subject to **bidder meeting the following conditions as MSE firm:**

(a) MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's 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.**

(b) **Traders / resellers / distributors / authorized agents will not be considered for availing benefits** under Public Procurement policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

(c) 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.

(d) 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 EMD exemption / preference.**

(e) Where any aggregator has been appointed by the Ministry of MSE, 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.

Information required for National Electronic Fund Transfer (NEFT) & (SWIFT) or Bank Identifier Code (BIC)

Sr. No.	*Types of Codes*	*Codes / Nos. etc.*
1.	PAN No.	AAATC2716R
2.	TAN No.	BLRN02511F
3.	TIN NQ.	-
4.	VAT No.	*XXVNo.GOA/CCT/01/TDS/020*
5.	Income Tax Ward/Circle	ITO Ward 2(3) Panaji
6.	Service Tax Code No.	AAATC2716RSTOI0
7.	Service Tax No.	Scientific & Technical Consultancy Service, Panaji *(Goa)/6/2001-02* dt 6.2.2002
8.	*Particulars of Bank Account*	
a.	Name of the Bank	STATE BANK OF INDIA
b.	Branch	DONA PAULA
c.	Telephone No.	0832 - 2452868
d.	Address	Dona Paula, Goa - 403 004
e.	Branch Code	03566
f.	Account No.	30267368692
g.	Type of Account *(10/11/13)*	10
h.	NEFT IFSC CODE (11 digit)	SBINOO03566
i.	MICR CODE (9 digit)	403002004
j.	SWIFT CODE	SBININBB366

Name & Address of the Institute	*TeL / Fax / E mail ID/ Website/ Gram*
Director National Institute of Oceanography Dona Paula, Goa - 403 004, India.	EPABX : 0832 - 2450 327 FAX : 0832 - 2450 604 *1 603 /602* E mail : sanil@nio.org Website : www.nio.org Gram : Oceanology, Panaji