

# Chapter 1

## Introduction and Principles of Purchase



### 1.0.0 Introduction

1.1.0 Provision of adequate and timely supply of material to scientists is of prime importance for carrying out meaningful scientific research as well as for meeting the targets set for completion of various in house & sponsored projects in our labs/Institutes of CSIR. On the other hand, any public procurement will not only have to be made in fair and transparent manner but will also have to fall in line with the canon of financial propriety. The procedure given in the succeeding paragraphs of this Manual strives to achieve all these ends. However, leveraging of technology in the form of implementing “Electronic procurement” (E-Procurement), which aims to ensure speed, efficiency, economy and transparency in procurement process and now mandatory, shall be an important step in this direction.

1.2.0 The items required to be Purchased under the ambit of the rules & procedures outlined in this Manual includes all articles, material, commodities, livestock, general furniture/ laboratory furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, chemicals, solvents, gases, glassware, stationery, liveries, and any other item meant for Research & Development both standard and non standard.  
It also Includes Annual Maintenance Contracts of goods and equipment purchased or otherwise acquired for the use of CSIR Labs. and Institutes, custom clearance & cargo handling & consolidation services, exporting of goods for warranty replacements/repairs/upgradation ,Specific Scientific & Technical Services viz, Professional consultant services, Computer & Network management, Software & web design Development services, Special Storage, Communication facilities but excludes publications, periodicals for library & or outsourcing activities relating to Infrastructure, house keeping security, cleaning, horticulture, works related to engineering services, Desk top printing (DTP), scanning, outputting, printing, binding, data entry work, packing and dispatching work, empanelment of media agency including graphic designer, cartoonist, etc. for which systems are already in operation.

1.3.0 The members of Purchase Committee/s (PC), Technical & Purchase Committee (T&PC) and any other official related with any public procurement process shall have the responsibility and accountability to bring efficiency, economy, and transparency in

matters relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in procurement.

#### 1.4.0 **Principles of Public Procurement**

1.4.1 The procedure to be followed in making public procurement must conform to the following yard sticks:

- (i) (a) The specifications in terms of quality, type etc., as also quantity of goods to be procured, should be clearly spelt out keeping in view the specific needs of the Lab/Institute.
- (b) The specifications so worked out should meet the basic needs of the organization without including superfluous and non-essential features, which may result in unwarranted expenditure.
- (c) Care should also be taken to avoid purchasing quantities in excess of requirement to avoid inventory-carrying costs.
- (ii) Offers should be invited following a fair, transparent and reasonable procedure.
- (iii) The Purchase Committee/s (PC) and Technical & Purchase Committees should be satisfied that the selected offer meets the requirement in all respects and satisfy itself that the price of the selected offer is reasonable and consistent with the quality required.
- (iv) At each stage of procurement, the detailed considerations/ decision shall be placed on record, in precise terms.

#### 1.5.0 **Stages of Procurement**

1.5.1 The procurement of material in CSIR Labs/Institutes can be generally divided into the following distinct stages:

- a) The budget Provision
- b) Prioritization of Purchase of equipment, machinery etc. for the financial year for CSIR budget on project needs & priorities of sponsored projects.
- c) Preparation of specification/ identification of the exact requirement by the indenting scientist or by Technical & Purchase Committee (T&PC through Pre-Indent discussion/presentations or Conference (wherever required) in case of high value R&D Purchases.
- d) Placing of the Indent by the scientist and other officers concerned after verifying the non-availability of stock.

- e) Consideration of the indents by the respective Purchase Committee, where required.
- f) Calling for tender/quotations wherever required and processing of tender papers by the Purchase Department.
- g) Evaluation of the tenders/quotations by the Indenter/Technical & Purchase Committee (T&PC) and recommendations of the indenting officer for final decision.
- h) Submission of the papers to the sanctioning authority for financial sanction.
- i) Placement of orders/ Award of contract.
- j) Arrival of equipment, installation, commissioning and inspection certification by indenter for processing payment.

### **1.6.0 The Budget provision**

- 1.6.1 No Purchase will be made in the Lab/Institute unless there is a specific budget provision for such a Purchase.
- 1.6.2 Processing of indents for any Purchase can be made by the Lab/Institute even without specific budget allocation for the current year provided such cases are cleared for administrative processing by the Sanctioning Authority but final order shall be placed only after funds have become available.

### **1.7.0 Prioritization for Purchase of equipment, Machinery etc.**

- 1.7.1 For Purchase of equipment, Machinery etc. to be procured out of CSIR funds, the Director of the Lab/Institute will appoint a committee at the beginning of every financial year to correctly assess the requirement of equipment, machinery, plant etc. for various projects including infrastructure requirement.
- 1.7.2 This committee will be chaired by a scientist of senior rank.
- 1.7.3 The committee will consult various heads of Divisions/Units, get their requirements for the year and prioritize the list of Purchases to be made in that year. The committee shall check the availability of such equipment in the lab, its performance and the rationale for procurement of another piece of equipment.
- 1.7.4 The priority list will be circulated to all concerned by 30th of June of every financial year. All Purchases that are made during the year

from CSIR funds will normally be in accordance with the finalized list. However depending upon the exigencies of requirement, the priority list for Purchase of equipment out of CSIR funds may be amended with the approval of the Sanctioning Authority.

1.7.5 The items mentioned in the project approval letter from the sponsoring authority will normally be taken as priority list for sponsored projects.

1.7.6 In order to meet emergency requirements and Purchases within the powers delegated, it would be desirable that certain amount of the budget allocated is kept as reserve and such Purchases should be made from within this reserve. However, this decision will be taken in consultation with Finance and approval of competent authority.

## Chapter 2

### Indents and specifications

#### 2.0.0 Placing of the indent by the Indenter

2.1.0 In order to buy the best it would be desirable that a rigorous pre-indent exercise is carried out by user scientist/Section/Division of the lab.

2.1.1 Whenever an indent is placed by the scientist/other concerned official, he has to ensure that the following details accompany it:

- a) A detailed description of the equipment including summary of its function and detailed specifications including whether the requirement is fresh or additional or replacement along with a certificate that the specifications are complete and correct to meet the requirement fully.
- b) The details, such as, the useful life of equipment, availability of spares, arrangement for maintenance etc.
- c) The estimated cost of equipment.
- d) The list of available vendors, their addresses, past experiences if any and their website wherever available.
- e) A description of space requirement for the equipment, the installation area and other infrastructural requirements such as, power, civil works etc. wherever applicable.
- f) The approximate period required for the equipment to become operational from the date of its arrival.
- g) Tentative inspection schedule.
- h) Emergency Purchase certificate, in case of Purchase is to be made on emergent basis.
- i) "Proprietary Usage" certificate, in case the Purchase is to be made on the proprietary usage basis.
- j) Budget provision certificate duly linking with the Project/ Scheme.

2.1.2 Wherever applicable, the PAC Certificate as per annexure-D should be given by the indenter. He shall be responsible if the certificate is found to be incorrect.

2.1.3 The indenter will normally make Electronic submission of indents on line with built in safety mechanism or type written one in case computer generated indent is not possible. Submission of hand written indent should be avoided. No addition/ alteration will be generally made in the indent. In case, this becomes necessary on rare occasions, the indenter will affix his initials on the corrections/additions made.

2.1.4 Splitting of indents, in order to bring it outside the ambit of open tender method is strictly prohibited. In addition, a demand should not be deliberately divided by the indenter to avoid necessity of obtaining sanctions of higher authority.

## **2.2.0 Specifications**

2.2.1 While framing specifications of the indented items conformity to the following points must be ensured:

- (i) The specifications of the required goods should be framed giving sufficient details in such a manner that it is neither too elaborately restrictive as to deter potential tenderers or increase the cost of Purchase nor too sketchy to leave scope for sub-standard supply.
- (ii) The specifications must meet the essential requirements of the user department.
- (iii) Specifications should aim at procuring the latest technology and avoid procurement of obsolete goods.
- (iv) Specifications should have emphasis on factors like efficiency, optimum fuel/power consumption, use of environmental-friendly materials, reduced noise and emission levels, low maintenance cost etc.
- (v) The specifications should conform to the latest BIS standards. In cases where Indian Standards do not exist or, alternatively, decision needs to be taken to source the foreign markets also, International Standards (like ISO etc.) may be adopted. Where no widely known standards exist, the specifications shall be drawn in a generalized and broad-based manner to obtain competitive bids from different sources.
- (vi) The indenting Officer while formulating the specifications should ensure and also certify that the specifications are complete and correct to meet the requirement fully.
- (vii) All dimensions incorporated in the specifications shall be indicated in metric units. If due to some unavoidable reasons, dimensions in (Foot-Pound-Second (FPS) units are to be mentioned, the corresponding equivalents in the metric system must also be indicated. The specifications and the technical details should be expressed with proper clarity without any ambiguity or double meaning. Wherever necessary, the written specifications should be supplemented with drawings for additional clarity etc.

## **2.2.2 Specifications for Purchase of high value R&D equipment/material:**

The specification of these materials may be finalized (wherever felt necessary) by Technical & Purchase Committee(T&PC) through a Pre-Indent discussion, presentations and Conference with prospective vendors in the manner outlined under Para 4.9.0 in the Chapter 4. However, the broad guidelines provided under Para 2.2.1 above may be kept in mind while framing specifications for these Purchases also.

## **2.3.0 Recording of no-stock certificate by the Stores Department**

- 2.3.1 If the stock position is available on intra net and updated regularly the Indenter himself may certify the non-availability of stores. Otherwise the indent together with its enclosures will be sent to the Stores Department which will verify its stock and render a no-stock certificate wherever applicable.

## **2.4.0 Processing of Indents**

- 2.4.1 The relevant approved indents shall be thoroughly checked and processed as per rules. Faulty or incomplete indents may be returned to the indenter normally within two working days. Minor defects in the indents, however, should be set right by discussions with the indenters.
- 2.4.2 The Purchase Officer shall ensure while purchasing office equipment that the provisions of Official Language Act 1963 are complied with.
- 2.4.3 The Purchase Officer shall check that items sought to be imported do not fall within the restrictive list contained in the EXIM policy.
- 2.4.4 Since speed is the essence of any Purchase, the Purchase Officer while vetting the indents must play a facilitating role. This role is to guide the Indenter in order that the right item is bought at the right price. If necessary, he could help the indenter raise the indent in the correct manner by giving him relevant inputs.

## **Chapter 3**

### **Purchase Committees**

#### **3.1.0 Purchase Committee (PC) / Technical & Purchase Committee(T&PC)**

3.1.1 There shall be two committees for regulating, recommending and deciding the procurement in the Laboratories/institutes and in CSIR Hqrs called;

- a) Purchase Committee (PC)
- b) Technical & Purchase Committee(T&PC)

#### **3.2.0 Functions of Purchase Committee (PC)**

3.2.1 Purchase Committee (PC) will consider procurement of all items both consumable and non consumables (equipment, machinery etc.) up to Rs. 25 lakhs. PC will also consider cases of purchase of item with estimated cost of Rs. 25 to 50 lakhs by adopting limited tender mode of procurement where sources of supply are limited or definitely known and the cost & time involved in open tendering process may not be a prudent option.

3.2.2 The PC shall first draw up an exhaustive list of routine stock replenishment items in two categories viz., R&D and non R&D, with detailed standardized specification keeping in mind the desired quality of the product, minimum and maximum limits to be stocked and periodicity of purchase of such stocks. The PC shall further identify those items from amongst the above lists which are to be brought under Rate contracts.

3.2.3 Once the PC has finalized and approved such a list of routine stock replenishment items of stores, the Sr. most purchase officer in the lab./Institute/CSIR Hq. shall directly process replenishment indents up to Rs.25 lakhs without further reference to PC for placement of orders under duly concluded & approved Rate contract (R/C) & subject to allocation of funds by the Director in the labs./institute and JSA/DG in CSIR Hq. in the beginning of the financial year for such routine items. The periodicity of order placement will be decided by PC . As for the items not covered under R/C, normal procedure in accordance with the delegation of powers annexed to the CSIR Purchase rules of Goods & Services will be followed.

- 3.2.4 The PC will devise its own methods within the ambit of the extant rules & regulations on the subject for making Purchases. However, its functions will broadly include the following:

It will decide periodicity of procurement of the repetitively needed items by fixing the minimum and maximum levels, concluding of Rate contracts (R/C)

- a) It will check relevant specification for such Purchases and recommend standardization of items where ever felt necessary.
- b) It will take final decision on Purchases under its purview as per rules in cases where technical scrutiny is desirable.
- c) Purchase committee may also nominate a Technical sub committee (TSC) of scientists/Technical experts along with indenting scientist to select technically suitable equipment and material wherever felt necessary after evaluating the bids.
- d) All the members of the Committee shall be responsible for the recommendations/decision taken by the Committee. However, primary responsibility of the concerned functionaries of Purchase & Finance shall be to exercise due diligence to ensure procedural compliance in their respective areas of competence.
- e) If need is felt, the Purchase Committee can also constitute a Technical Sub-Committee for examination/modification of specifications of an item submitted in the indent and for subsequent evaluation of the bid received after tendering.

3.3.0 **Constitution of Purchase Committee (PC) :**

- (i) The PC will be constituted by the Director in the Labs/Institutes and for CSIR Hqrs by the JS (A). Normally Scientist not below the rank of scientist EII/T.O. EII will act as chairman of PC. However Director may nominate any other scientific & Technical person as chairman. The other members of the PC will be as per following:
  - (1) Indenter/project Leader
  - (2) One Scientific/Technical officer (other than Indentor /Project leader)
  - (3) Sr. CoFA/CoFA/FAO
  - (4) Sr CoSP/CoSP/SPO.

- (ii) The Sr. most Stores and Purchase officer & Sr. most officer of Finance cadre posted in the Lab. shall be the regular members of PC. In their absence, the next senior person in the respective stream shall be the member.
- (iii) The Director in the lab/institutes and JS (A) in the CSIR may also nominate another Scientific/Technical officer as alternate chairman/member who shall chair/ attend the meeting in the absence or non availability of the regular chairman/ member of Scientific/Technical stream.
- (iv) Presence of Chairman, Finance and Purchase members and Indenter shall be mandatory. In case of dissent by any member, the Director shall record reasons in writing while giving his decision. This committee will meet as and when necessary and the meeting will be convened by member Stores & Purchase.

#### 3.4.0 **Functions of Technical & Purchase Committee (T&PC)**

- a) T&PC will consider all indents received for equipments/materials above Rs.25 lakhs.
- b) The mode of tender for such purchases shall invariably be through open tender/global tender mode of Purchase and in two bid system (technical and commercial).
- c) The T&PC will devise its own methods within the ambit of the extant rules & regulations on the subject for making Purchases.
- d) It will check relevant specification for such Purchases.
- f) It will take final decision on Purchases under its purview as per rules in cases involving technical scrutiny.
- g) The detailed modus operandi for procurement under this category may be followed as per para 4.9.1 under chapter 4 of this document.

#### 3.5.0 **Constitution of Technical & Purchase Committee (T&PC):**

- 3.5.1 (i) The Director of the Lab/Institute and JS (A) in CSIR Hqrs shall constitute a Committee in each case for specialized items with estimated cost above Rs. 25 lakh as under:
  - (a) A senior scientist as chairman from within or outside the Lab having relevant expertise & knowledge of the concerned area.
  - (b) Indentor/project Leader
  - (c) Two scientists/T.O other than Indentor/Project leader
  - (d) A technical member responsible for providing infrastructural support, if any, may also be a member.

- (e) Senior most officer of Purchase whose role in the T&PC shall be to guide the committee on the procurement process as per CSIR Purchase rules.
  - (f) Senior most officer of Finance in the Lab whose role in the T & PC will be to ensure availability of funds and to examine issues concerning financial propriety.
- 3.5.2 The member Finance and the member purchase are not required to attend the meetings/presentations/technical discussions or the Pre-Indent Conference (PIC) for finalization of specifications and other technical parameters in respect of the items proposed to be indented. The onus of freezing the specification/technical parameters shall lie with the rest of the members who shall act as a technical sub-committee of the T&PC. The full T&PC consisting of all the members shall sit at the time of finalization of the purchase proposal. However, the purchase officer shall extend full co-operation in procedural guidance, official liaison, etc. wherever required.
- 3.5.3 The indenter/PL shall convene the meetings at the technical sub-committee stage whereas the member S&P shall act as convener of the full T& PC.
- 3.5.4 The senior most member of the committee from the scientific & technical streams will act as alternate chairman in the absence of Chairman.
- 3.5.5 In case of technical sub committee (TSC) meeting , the quorum will constitute of all the technical members including the Chairman. However in case of the final approval of the purchase proposal the presence of the chairman, the Indenter/PL, the member Finance and the member purchase shall be mandatory.
- 3.5.6 The T&PC will meet as and when required.
- 3.5.7 In case of dissent by any member, the Director shall record reasons in writing while giving his decision.

## Chapter 4

### Type/Modes of procurement & tendering

#### 4.1.0 Purchase of goods without calling for quotations

- 4.1.1 Purchases of items including minor fabrications and repairs may be made on cash or credit basis without calling for quotations as follows:
- a) For R&D related items/work : up to Rs. 1 lakh (Rupee one lakh) by the Indenter/PL of the status of scientist "C"/TO "C" and above.
- b) For Non R&D related items/work: Up to Rs. 15000/= by the senior most available Officer of the S&P Division.
- 4.1.2 The junior officers including Section officer of S & P Cadre may exercise the powers only when the senior officers of the S&P are not available.
- 4.1.3 Such Purchases need not be restricted to registered vendors, if any and need not be necessarily out of the priority list.
- 4.1.4 The Project Leaders/Indenters vested with financial powers will be the sanctioning authorities for the expenditure within the limits of this clause including advance payments if required.
- 4.1.5 Item of any nature, i.e. consumable or non-consumable can be procured under this clause from any place irrespective of the location of the vendor.
- 4.1.6 The sanctioning authority shall assure himself that the item is not available in stores before sanctioning the Purchase of an item under this clause.
- 4.1.7 The necessary certificate as per annexure A shall be furnished by officer actually making the purchase and countersigned by the sanctioning authority i.e., the project Leader in the event the purchase has been made by an officer duly authorized by the project Leader.
- 4.1.8 It shall be the responsibility of the indenter/project Leader to certify the item proposed to be purchased under this category whether it is for R&D or non R&D use.

4.2.0 **Purchases of goods and services by local Purchase Committee valuing between Rs. 1-5 Lakhs.**

4.2.1 Purchases of items including fabrications and repairs may be made on cash or credit by the Project Leader of the status of Scientist "C"/ Technical officer "C" and above & Sr. COSP / COSP / SPO within the delegated powers on the recommendations of a duly constituted local Purchase Committee/s (to be constituted by Director or scientist G) consisting of three members of an appropriate level which will include at least one member from outside the indenting Section/Division in the following manner.

- a) For R&D related items/work : Rs. 1 lakh to 5 lakhs by the Indenter/PL of the status of scientist "C"/TO "C" and above
- b) For Non R&D related items/work : upto Rs. 15001 to Rs. 1 lakh by the senior most available officer of the S&P Division.

4.2.2 The Scientist Project leaders should ensure availability of funds and non-availability of item in the stores before approving the proposal and sanctioning the expenditure and furnish requisite certificate as per annexure "B"

4.2.3 Scientist/ Project Leaders must enclose the indent, quotation of the firm selected by the duly constituted Committee/s along with terms & conditions, the requisite certificate as per annexure "B" and forward the same to the Purchase Section after according financial sanction. The Sr.CoSP/CoSP/SPO/SO (S&P) thereafter shall place Purchase order as per the quotation along with terms & conditions duly recommended by the LPC without reference to Purchase Committee (PC).

4.2.4 Purchases as per clause 4.2.1 need not be restricted to registered vendors only, if any, and also need not necessarily be out of the priority list.

4.2.5 If the required items are not available within the same city, the committee can invite offers from sources available in any other city through fax, registered post, e-mail, etc or with proper approval of the Director, visit to the place of availability of the material, if considered absolutely necessary and economically viable.

4.2.6 In situations, where the items are not available within India, then the offers should be invited on limited tender basis directly by the Sr. CoSP/CoSP/SPO/SO (S&P) and after evaluation of the offers by the indenting officer and recommendation for the same by the LPC, the Purchase orders should be placed by the Sr. CoSP/CoSP/SPO/So (S&P) directly without reference to the Purchase Committee PC.

- 4.2.7 Repairs, fabrication and job works coming in this range may also be resorted to in accordance with the provisions enumerated under Para 4.2.1 to 4.2.5.
- 4.2.8 Purchases can be made for stock replenishment of stores under this range only when it became an absolute necessity. The Sr. CoSP/CoSP/SPO/SO (S&P) shall be the sanctioning authority within their delegated limit for such procurements. However, the normal mode of stock replenishment should be done through Rate contracts.
- 4.2.9 It shall be the responsibility of the indenter/project Leader to certify whether the item proposed to be purchased under this category is for R&D or non R&D use.

#### **4.3.0 Emergency Purchases**

- 4.3.1 Emergency is defined as shut down/ unforeseen Purchases required to be made at short notice in the event of a break down or crisis. Such purchase may be regarded to be a crisis purchase to be done in a short notice.
- 4.3.2 The consequences of non-availability of the item shall also be spelt out in the indent form.
- 4.3.3 All Emergency Purchases between Rs. 5.0 to Rs. 25.0 lakh will be approved by Director based on the recommendation of the project leader of the status of scientist-C/TO (C ) and above & PC. Once the administrative approval is accorded by Director of Lab./institute , the sanctioning authority under this clause will be project leaders vested with the financial powers as per delegation of powers attached to CSIR Rules for Purchase of Goods & Services.
- 4.3.4 The Purchase committee nominated by PC for emergency purchases shall be of three members consisting of the Indenter/PL and the representatives of finance and purchase not below the rank of Group B officers. The procedure to be followed for these purchases can be the same as in the case of Purchases through local purchase committee (clause No. 4.2.0). However, such purchases can also be made on the spot from market by the committee either on credit or cash as the case may be. In case of cash payment the advance will be drawn by the indenter. The committee shall endorse a certificate as per Annexure 'C' and forward to the S&P Division.

#### **4.4.0 Purchase of aesthetic value items**

- 4.4.1 For the Purchase of items especially required for Guest Houses, Canteens, Reception, Corridors, Conference/Training halls etc. like art, craft, furnishing, decorative items, crockery, cutlery, bed linens, curtains etc. where the aesthetic value, make, finish, pattern, color,

design, quality, feel, appearance, etc dominate the decision making, the indent will be considered by the Purchase Committee(PC) which may constitute a committee for the Purchase of such items similar to the Local Purchase Committee which shall render a certificate similar in line with "Annexure B" irrespective of value. The sanctioning authority in the case of purchase of aesthetic items, will be Sr. most officer of purchase, once the sub-committee constituted by PC i.e., LPC in such cases, has recommended the purchase.

#### **4.5.0 Field oriented Purchases at field stations**

Field oriented Purchases at field stations/sites can also be made subject to the provisions of clauses 4.1.0 & 4.2.0. The Purchases made under this Clause need not necessarily be out of the priority list.

- 4.5.1 Many of the Biological Labs/institutes have to maintain Germ Plasm, create gene Banks and also to collect plants, seeds, saplings, etc. for R&D from far off locations which are at times remote and inaccessible and where the sources of supply is either single or limited, in that event labs/institutes may devise their own mechanism of Purchase of such requirements duly approved by the Sanctioning authority ensuring transparency and economy with out infringing upon the purpose and objective of the lab/Institute.

#### **4.6.0 Procurement / issues not requiring the concurrence of Finance/PC**

- 4.6.1 The following cases need not require the concurrence of finance/reference to the Purchase Committee and can be decided/sanctioned by the Sr. most officer of Purchase.
- (a) Enhancing the ordered quantity up to 30% within the delivery period, subject to availability of budget, on the advice of indenter only. However Repeat orders are not permitted.
  - (b) Orders against rate contracts of DGS&D and R/Cs concluded by the Lab./ Institute or any sister CSIR Labs.
  - (c) Procurement from Kendriya Bhandar/NCCF and other co-operative societies recognized by the Govt. of India, costing up to Rs. 1.00 lakh on each occasion.
  - (d) Purchases against valid indents for items where the rates are regulated by State / Central Governments such as LPG gases, Kerosene, Petrol, Diesel etc.
  - (e) For payments on account of revision of statutory levies, like taxes, duties, octroi, entry taxes imposed by state/Central Government, municipal corporations etc. These levies will be paid with the approval of sanctioning

authority and proper records may be maintained for the same.

#### **4.7.0 Modes of Tendering**

4.7.1 Depending on the nature of the required goods, the quantity & value involved and the period of supply, the Purchase Committee (PC)/Technical & Purchase Committee (T&PC) must select after deliberation one of the following modes of procurement for items wherever no pre indent exercise has been carried out :

- (1) Open tender - by advertising in the press.
- (2) Limited tender - by sending written enquiries to known, reputed suppliers.
- (3) Single tender - by sending written enquiries to a Single supplier if,
  - (a) In case of emergency, the required goods are necessarily to be purchased from a particular source
  - (b) It is in the knowledge of the indenter that the stores/equipment required is manufactured only by that supplier and none else.

#### **4.7.2. Open or Advertised Tender**

- (i) This method must be resorted to when the Purchase value is above Rs. 25.00 lakhs. Splitting of indents, in order to bring it outside the ambit of open tender method is strictly prohibited. In addition, a demand should not be deliberately divided to avoid necessity of obtaining sanctions of higher authority.
- (ii) With a view to affecting economy, NIT must be hosted on the web site of the Lab/Institute with pointer advertisement in a National daily having wide circulation. The notification on the website must also contain the detailed bidding documents which can be downloaded by the prospective or interested bidders free of cost. The NIT published by the Labs/Instts. should provide a link with CSIR Website.
- (iii) The notice inviting tenders shall be short, clearly worded and unambiguous. It should give a brief description of the item/equipment to be procured, the qualification and disqualification requirement for the supplier, the last date up to which tender papers shall be supplied the date of receipt of completed tenders, the date, time, venue of opening of tenders and any other important information. Detailed technical specifications should not be given in the notice at all, they should only be given along with the bidding documents.

- (iv) Global tenders may be recommended if it is felt that bidding from the indigenous source through open tendering shall not result in competitive prices. In such cases, in addition to the open tendering procedures, copies of the NIT may be sent to the embassies of the countries where such manufacturers are located by giving them at least three weeks time so that they can forward the notice to the prospective bidders in their countries. The NIT/suitable communication should also be sent through e-mail to the Indian embassies abroad where potential sources exist.

#### **4.7.3 Limited Tender Enquiry (LTE)**

- (i) This method may be adopted for Purchases up to Rs. 25.00 lakhs and be sent to the prospective bidders by FAX/speed post/registered post/courier/e-mail simultaneously, free of cost.
- (ii) However, Limited Tender Enquiry method can be followed even in procurement of material worth more than (25) twenty five lakhs when:
  - a) The Indenting Officer certifies that the demand is urgent and any additional expenditure incurred through open advertisement shall not be fruitful.
  - Or
  - b) When the sources of supply are definitely known and the possibility of fresh sources of supply being available is remote.
  - c) It is not in public interest to adopt the open tender method. However, such mode of procurement should be approved by the authorities as per delegation of powers attached to CSIR rules for Purchase of Goods & Services.
- (iii) In case where the response to limited tender enquiry in respect of materials costing more than Rs. 25.00 lakhs is poor, i.e., if the response is only from two or less bidders, then the PC may discuss and deliberate the issue on case to case basis and take a considered decision in accordance with para 8.8.8 whether to place the purchase order on the firm or to process the case afresh. However the TOC shall invariably open the bid/s irrespective of number of bids received on date and forward the same to Purchase section.
- (iv) In all such cases of LTE, the invitation to bids must be sent to parties of comparable reputation and market share. For instance, if the requirement is for the installation of air-conditioning system and the intention is to get it done from major firms, such notices must be sent only to reputed national or multi national firms and not to local manufacturers/agencies. On the other hand, if the intention is to encourage local manufacturers/ agencies, queries should be sent to local manufacturers/agencies only and not to major firms. This is necessary to ensure proper comparison.

- (v) For the sake of competition and transparency, details of Limited Tender Enquiry valuing beyond Rs. 25 lakhs (in exception circumstances) may be hosted on the web site. Any bid received against such limited tender enquiry should also be considered subject to fulfillment of the terms & conditions of the limited tender.

**4.7.4 Time Frame for Tendering**

- (i) The following time limit may be allowed to the bidders so that they can quote their best possible price. In case of urgency or adequate availability of sources, the time period can be reduced but proper justification for the same has to be furnished and accepted by the Purchase Committee. However, it should be ensured that adequate competition exists and fair chance is given to all the interested bidders to enable them submit their offers in time.
  - a) Limited tender - Two-Three weeks.
  - b) Open tender - Three weeks.
  - c) Global tender - Four weeks.

**4.7.5 Single Tender Enquiry (STE)**

- (i) Purchases on Single Tender Enquiry (STE) basis can be resorted to only during emergent situations, when the required goods are necessarily to be purchased from a particular source. In such situations the reasons for such decision is to be recorded and approved by the Sanctioning authority.
- (ii) The Indenter/Project Leader should furnish a certificate as per annexure "E" and submit it along with the indent
- (iii) Purchases on single tender basis should be kept to the barest minimum and must be approved by the sanctioning authority on specific recommendations of the PL & Purchase Committee only after he satisfies himself that such procurement is unavoidable.
- (iv) Such quotations under STE can be sent and received by FAX/E-mail/courier etc. and opened directly by the Purchase Section. However, proper records of the enquiry so sent, should be maintained.
- (v) The reasonability of prices and acceptability of other terms and conditions should be confirmed by the Indenting Officer/Project Leader and thereafter the proposal needs to be put up to the Purchase Committee concerned for their recommendations. The Sr. CoSP/CoSP/SPO/SO (S&P) may then place the Purchase Order after obtaining the sanction of the expenditure.

#### **4.8.0 Purchases on proprietary basis**

- 4.8.1 Purchases on proprietary basis can be resorted to only when:
- (a) It is in the sure knowledge of the indenter that the item to be procured is manufactured only by a particular manufacturer and there is no other option except to Purchase this item as it is having unique feature which is essential for R&D activity and which is not available in any other similar equipment.
  - (b) Spares, accessories, consumables etc need to be procured which are required to be compatible with the existing sets of equipment or for standardization of machinery.
- 4.8.2 All Purchases made on proprietary basis are on single tender basis while items procured on single tender basis need not be necessarily proprietary in nature.
- 4.8.3 PAC form as per Annexure "D" should be signed by the indenter and the PL and submitted along with the indent.
- 4.8.4 Quotations shall be called for by the Sr.CoSP/CoSP/ SPO/ SO (S&P) directly, without referring to Purchase Committee. Such quotations can be sent and received by FAX/ e-mail, courier etc irrespective of value and opened directly by the Purchase Section. However, proper records of the enquiry so sent, should be maintained.
- 4.8.5 The Sr.CoSP/CoSP/ SPO/ SO (S&P) in the case of Purchase of items which are proprietary in nature, can also download the price from the web site of the firm and process for further necessary action.
- 4.8.6 In the case of Purchase on proprietary basis, the Sr. CoSP/CoSP/SPO/SO (S&P) may place Purchase orders directly without reference to Purchase Committee concerned after receiving the offers and obtaining the recommendations of the indenting officer and sanction of expenditure. However, it must be ensured by the indenter that such items being procured are required to meet the immediate needs and are not intended for stocking over a long period of time. The reasonability of prices and acceptability of other terms and conditions should normally be confirmed by the Indenting Officer/Project Leader before placement of Purchase orders. In the event, price negotiation is warranted, the Purchase committee (PC) of the Lab./institute may be co-opted and the decision /minutes of the negotiations be recorded in the file.

#### **4.9.0 Purchases of major high value/specialized R&D equipment & materials.**

- 4.9.1 In case of Purchase of high value R&D equipments, where the industrial environment is dominated by complex design, changing technology and fast rate of obsolescence, the aim should be to buy the best and the latest with speed, transparency and with due regard to canon of financial propriety. Accordingly, such items may be

purchased in a Fast Track mode where speed will be the essence and a minimum lead-time will be the defining principle. In such mode of Purchase, normally specifications may be finalized after holding a Pre-Indent discussion/presentation and Conference.

#### **4.9.2 Pre-Indent Conference (PIC):**

The pre-Indent Conference involves formal interaction with prospective manufacturers/ suppliers before framing specifications. After Constitution of a case specific Technical & Purchase Committee (T&PC) as per the clause 3.5.0 the technical sub-committee (TSC) as described under para 3.5.2 shall hold a pre-indent conference to finalize the specifications (if felt necessary) of the required item as per following:

- a) On an assigned date, the prospective manufacturers their authorized channel partners or agents/suppliers and system integrators, may be called for discussion with the committee on the aspects of utility, technology, feature, literature, design, technical parameters, clientele, and other related issues of the equipment and material. The sr. most officer of Purchase will assist T&PC in the above process, wherever required.
- b) If need is felt, separate demonstration/ presentation can also be sought from the prospective vendors at convenient time and interval at the CSIR labs./institutes or in rare cases demo can be seen by the Sub committee of the T&PC at suppliers premises or any other installation in India for which approval of the Sanctioning Authority may be necessary.

4.9.3 On the basis of above exercise, the Technical Sub-committee (TSC) shall finalize specification after knowing/obtaining details about relevant/ available technology in the market suiting to the requirement and R&D needs of laboratories. The sub-committee shall also evaluate the credentials/ Technical capabilities /financial standings and track record of the companies/ vendors attending the PIC and on the basis of these, it will also finalize minimum qualification criteria for bidding. Then, it will submit a certificate as per Annexure "F" along with the finalized PQ criteria recommending issue of tenders to the short listed parties whose credentials/Technical capabilities have been evaluated /verified by it after the PIC. The cogent reasons for disqualification, if any, in respect of each of participating firms/vendors shall be recorded by the technical sub-committee and made a part of the indent.

4.9.4 The indent raised on the basis of specification finalized this way will be sent to Purchase section who will invite quotations from the recommended parties in two bid mode as per rules without any further reference to T&PC.

- 4.9.5 For a specific requirement of a project, if the Technical Subcommittee of the T&PC feels the necessity to go in for a particular standard product because of its technical suitability, compatibility with any existing equipment/component or its easiness of operation and its universally accepted quality, design, performance or features meeting quality / aesthetic standards, etc., the Technical sub Committee (TSC) may recommend the specific brand names, make or catalogue numbers of the specified manufacturer/s with proper detailed justification for taking such a decision which shall be recorded, and approved by the Sanctioning Authority.
- 4.9.6 For the sake of transparency and in order to ensure that genuine parties participate in the PIC, Expression of Interest (EOI) can be sought through web hosting or by issuing pointer advertisement in the press for the requirement, if so felt necessary.
- 4.9.7 When the proposal for the procurement of such an item is initiated within the Division, the proposal for constitution of the Technical & Purchase Committee (T&PC) and for seeking approval of EOI (wherever required), will be made by the Indenting scientist / PL and the approval will be communicated by them to the Purchase Division for co-ordination in respect of holding the Pre-Indent Conference or for floating EOI by giving wide publicity by hosting it on official website or pointer advertisement in the press, wherever required.
- 4.9.8 Further, to ensure that bidders have understood the requirement or in order to have some more clarification on technical aspects or any other issue, a Pre-bid Conference may be arranged (if felt necessary by T&PC) prior to at least two weeks before the due date of submission of tender to the Purchase division.
- 4.9.9 The technical bids received against the tenders will be opened by the Tender opening committee (TOC) which will be sent by the Purchase Division to the chairman, Technical & Purchase Committee who shall have the technical bids evaluated through the same technical sub-committee (TSC), which had finalized the specification. The TSC shall evaluate bids to ensure that these are submitted in accordance with the finalized parameters and specifications and shall select responsive bidders .
- 4.9.10 The financial bids of the selected responsive bidders will then be opened by TOC with due advance intimation to the bidders concerned. Thereafter the Purchase Department will prepare financial comparative statement for final Selection of the Lowest Evaluated Responsive Bidder (L1) and forward the detail purchase proposal to T&PC for its consideration.
- 4.9.11 After successful bidder is selected, the T&PC will meet, finalize and approve the proposal and the indenter/Project Leader will accord expenditure sanction within the delegated powers. The presence of

Member Purchase & Member finance will be mandatory to discharge their respective roles as defined in clauses (e) & (f) respectively of Para 3.5.1.

4.9.12 **Adoption of Integrity Pact in major Government Procurement Activities:**

- a. As per directive of the CVC all organizations including CSIR labs./institutes have to adopt an Integrity pact(IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/vendors who have entered in to such an integrity pact with the buyer i.e. CSIR or its Labs./institutes, would be competent to participate in the bidding. It is therefore mandatory to make it a condition for qualification in the bidding process in the tender document.
- b. IP envisages Panel of Independent External Monitors (IEMs) which shall be provided/recommended by CSIR/its labs and institutes & approved by CVC. The Model format of Integrity Pact (IP) is at annexure K.
- c. The integrity pact would be applicable for any single purchase where estimated value of purchase exceed Rs. 3 (Three) crores on each occasion.

**4.10.0 Purchases on the basis of "Proprietary Usage"**

- 4.10.1 There may be instances where a scientist, for any of his running project at present or in the past, has/had been using an equipment/apparatus/machinery/chemical or any other item of consumable or non-consumable nature and may need the same material from the same source for his R&D project to ensure that consistency and continuity is maintained with an already established analytical methods/protocols and with Standard operating procedures (SOP). In such a situation the item can be indented & Purchased on this basis to be called "Proprietary Usage". The project Leader shall be required to certify that the Purchase is proposed to be made on proprietary usage basis because any other material/ equipment/ chemical etc. if used will lead to a deviation in the result and affect the integrity/ accuracy, validity or analysis of the R&D project .
- 4.10.2 For cases under proprietary usage, the constitution of Technical & Purchase Committee (T&PC) shall not be required. For indenting such item, the user shall have to furnish a certificate as per

Annexure “G” after which the indent shall be processed for procurement by the Purchase division directly without referring to any committee.

#### **4.10.4 Purchase of Furniture/fixtures/Heating and air conditioning equipment**

In order to ensure good working environment and pleasant ambiance in the laboratories/Institutes of CSIR, an open office system with ergonomically and aesthetically suitable modular furniture/ workstations with proper space for sitting and storage management (both for active & dead storage), need to be created/Purchased. Accordingly, labs/Institutes may also standardize their furniture, heating, ventilation and air-condition (HVAC) requirements. The standardization will lead to better efficiency and maintenance etc. While the transparency and economy should be the defining principle in such procurements, the aim should be to buy the best and long-lasting material/facilities within the available approved financial resources in consultations with services Division of the Labs/Institutes.

#### **4.10.5 Purchase of materials for Pilot Plants and Prototypes**

Pilot plants, prototypes Created/fabricated and installed in the labs /institutes are meant to translate R&D efforts put up by the scientists into technology and its perfection. It is therefore obligatory to adopt a fast track approach in buying the materials (both standard/non standard) required for its fabrication/manufacture. At times the fabrication jobs are to be out sourced. The investment so made in such type of Purchases is to be specialized depending upon the usages to ensure quality. Therefore, in such cases, the broad rules of Purchase need to be applied to ensure transparency, but there should be enough flexibility with the approval of the competent authorities so that it should not come in the way of achieving the organizational objective for which plants /prototypes are created.

#### **4.10.6 Purchase of IT (Information Technology) related products**

Technology in the field of information is fast changing and obsolescence is very fast. The adoption of fast track approach is therefore must in such types of procurements. It is felt that by the time order is placed, the quoted specifications /brands and models at times get either vanished or get upgraded by the companies and olds ones get obsolete or become no more available. Therefore the order/contract placed with the parties should specify that “vendors/ suppliers will provide the IT equipment of latest architecture/ technology with out additional price”. However in all

such cases, holding a pre-bid conference to know the updated status of the industry is desirable.

In order to ensure that we buy the best, parties like National Informatics Services (NIC)/ National Informatics Centre Services Inc (NICS) can also be approached directly for such purchases. As these govt. of India organization/Company have the expertise to validate the technology involved and the capability of benchmarking of the desired specification and the products respectively, their services can be sought by the labs/Institutes if so desired. However it will not be mandatory to buy through NICS and buying through NICS shall be only on the discretion of the Lab/Institute.

**4.10.7 Purchase of Spares/Accessories :**

The spares and accessories are very important for keeping the equipment functional during warranty & post warranty periods. At the time of buying the equipment and during its maintenance, the aspects of Vitality, Essentiality and Desirability (VED) of spares should be visualized/assessed. As a matter of policy, the inventory of spares/accessories may be minimized.

**4.11.0 Purchase under Two-bid system**

4.11.1 In the Two-bid system the bidders are asked to send their bids in two separate sealed envelopes as under: -

a) Technical bid consisting of all technical details along with Bid Security and commercial terms and conditions in one sealed envelop; and

(b) Financial bid indicating item wise price for the items mentioned in the technical bid in the other sealed envelop. These two envelopes may be put under one big envelop and shall be submitted as per instruction. The technical bids are opened first and analyzed for acceptability either by the Purchase Committee itself or by a separate technical sub-committee as per para 3.2.4 (f). Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage above) are opened for further scrutiny, evaluation, ranking and placement of contract.

4.11.2 The Purchase of any equipment/material costing above Rs. 5 lakhs & up to 25 lakhs ,may be made on single bid-system basis in accordance with the delegation of the approving authorities. However, Purchase Committee/ Technical & Purchase Committee may, based on the merits of each case, decide whether to invite bid on single or two-bid envelop mode.

- 4.11.3 For Purchases of any equipment valuing above Rs. 25.00 lakhs two-bid system should be invariably adopted.
- 4.11.4 Firms submitting bids in a single envelope against the requirement of two-bid system should be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid should be sealed immediately by the TOC, without disclosing the price.

**4.12.0 Pre-Bid Conference (PBC)**

- 4.12.1 The pre-bid conference is a platform for clarifying issues and clearing doubts, if any, about the specification and other allied technical/commercial details of the goods projected in the bidding documents. The date, time and place of pre-bid conference should be indicated in the bidding documents for information of the interested tenderers. This date should be sufficiently ahead of tender opening date.
- 4.12.2 In situations where the items required to be purchased are susceptible to rapid changes in technology or in case of turn key contracts or contracts of special nature for Purchase of sophisticated and costly equipment then it is advisable to conduct a PBC so that the latest changes in specifications could be ascertained that shall serve the purpose.
- 4.12.3 Changes may be incorporated in the bidding documents after the PBC so that all the prospective bidders are given equal opportunity to submit their offers according to the revised specifications/requirements.
- 4.12.4 It may, however, be ensured that sufficient time is given to all the prospective bidders to submit their bids after the PBC. It may be clearly indicated in the bidding document that the prospective bidders should submit their bids only after the pre-bid conference so as to take care of the changes made in the bidding document.
- 4.12.5 The prospective participants in the pre-bid conference may be asked to submit written queries to the Purchase Division on the issues of the bid before the date of the PBC so that a well-condensed response could be kept ready with internal consultations etc wherever required. It will also help in smooth conduct of the conference.
- 4.12.6 The changes made in the bidding document should be treated as amendment to the bidding document and the same should be hosted on the website of the Lab. to enable all the bidders who could not attend the pre-bid conference to take care of the amendments. Specifications finalized after the pre-bid conference cannot be changed further and consequently there shall be no occasion for revision of price bids.

4.12.7 Purchase Committee / Technical & Purchase Committee may decide on the merits of each case, the need to conduct a pre bid conference and indicate accordingly in the bidding document.

**4.13.0 Purchase of items through KVIC/ACASH/SSI units etc.**

4.13.1 The decision to Purchase items reserved exclusively from KVIC/ACASH/SSI units is entirely at the discretion of Purchase Committee / Technical & Purchase Committee and may be allowed the following benefits:

(a) Exemption from payment of tender document fee

(b) Exemption from Bid Security(BS) in case they manufacture the indented item

(c) Price preference, as notified from time to time, over the quotation of large-scale units if any by the Govt.

4.13.2 In case the decision is taken to buy the products from these agencies, then the Purchase Committee (PC) / Technical & Purchase Committee (T&PC) may consider the Purchase of items reserved exclusive from SSI units as per instructions notified from time to time by The Development Commissioner, Small Scale Units and indicate accordingly in the bid document.

4.13.3 Purchase Committee may also need to invariably follow the Purchase Preference Policy for products and services of Central Public Sector Enterprises as notified from time to time by the Department of Public Enterprises.

4.13.4 The Purchase Committee may recommend procurement of certain items including equipment, computers and peripherals from Kendriya Bhandar/ NCCF and other co-operative societies recognized by the Govt. of India for Purchases between the range of Rs. 1.00 Lacs to Rs. 5.00 Lacs. The authorities competent to purchase within delegated powers are however, authorized to take a decision whether or not such items be bought under the procedure outlined in Para 4.7.0 above for cases exceeding Rs. 5.00 Lacs.

4.13.5 Purchase of equipment normally shall be made directly from the manufacturer or their authorized agents/dealers. It shall not be bought from the sub-agents of authorized agents/dealers unless their credentials are verified.

4.13.6 In the case of imports, DGS&D enlistment certificate from the Indian agents may be insisted upon only when the item appears in the restricted list of the EX-IM policy.

4.13.7 In case of many authorized agents/dealers being available, the offer may be obtained from dealer/agent specifically authorized by the manufacturer against the particular tender & be considered for any Purchase or AMC or repairs.

4.13.8 In case of Purchase financed by foreign loan/aid, the procedure prescribed in the loan/aid agreement shall be followed. In the absence of any such procedure in the relevant agreement, the procedure contained in these rules shall be followed.

#### **4.13.9 Procurement of Scientific and technical services**

- a) CSIR , its Labs & institutes may procure specialized scientific & technical service with the approval of competent authority in case such services are not available in the lab./institutes. These Scientific & Technical services can be outsourced in public interest by observing due canons of financial propriety.
- b) For highly specialized services, consultants can be engaged as Per Govt. Of India instructions.
- c) The labs and institutes may prepare the scope of the work/services by defining the functional requirement and ultimate objective with the help of professional consultants (wherever needed) for procuring the services and work out reasonable estimation of funds required.
- d) If the estimated cost of the work or service is up to Rs.25 lakhs, a detailed list of potential consultant may be made on the basis of formal or informal enquiries from other organizations of Government who are engaged in similar activities.
- e) For projects/services costing above Rs.25 lakhs, in addition to formal/informal enquiries, Expression of interest (EOI) from consultant(s)/service providers may be sought by inserting the pointer advertisement in one National daily besides hosting it on the official website where the broad scope of work/service required, eligibility and qualification criteria to be met by consultant(s)/service providers be mentioned. The consultants may also be asked to send their comments on the objective and scope of the work/service projected in the enquiry.
- f) Consultants may be short listed on the basis of responses and qualifications set for consultant (s).
- (g) Request for proposal (RFP) should be issued to short listed consultants seeking their bids under 2-bid system i.e. technical and financial bids. The RFP should contain clear-cut Terms of Reference (TOR) which may include:
  - (i) Precise statement of objectives;
  - (ii) Outline of the tasks to be carried out;
  - (iii) Schedule for completion of tasks;
  - (iv) The support or inputs to be provided by the Lab/Instt/CSIR Hqrs to facilitate the consultancy.
  - (v) The final outputs that will be required of the Consultant;

- (h) The Technical bids should be analyzed first and evaluated by a Consultancy Evaluation Committee (CEC). The CEC shall record in detail the reasons for acceptance or rejection of the technical proposals analyzed and evaluated by it.
- (i) The financial bids of only those bidders who have been declared technically qualified by the Consultancy Evaluation Committee as per above shall be opened for further evaluation and ranking and selecting the successful bidder for placement of the consultancy contract.
  
- g) Should it become necessary, in an exceptional situation to outsource a job to a specifically chosen service provider, the competent authority may do so in consultation with FA of CSIR HQ/Lab./Institute. In such cases the detailed justification, the circumstances leading to the outsourcing by choice and the special interest or purpose, it shall serve, will have to be given by service user and it should also form integral part of the proposal.

## Chapter 5

### Bid Security and Performance Security

#### 5.1.0 Bid Security

- 5.1.1 Bid Security, also known as Earnest Money Deposit (EMD), is a form of monetary security obtained from the bidder, in the case of advertised or Limited Tender Enquiry, as a safeguard against his withdrawing/altering his bid during the bid validity period and more so showing their earnestness in participating in tendering process..
- 5.1.2 Bid Security may be taken in cases for equipment /material costing above 25 lakhs. The Sanctioning authority i.e., Director of the Lab/institute in the rare cases may waive off the condition of Bid Security in case of highly reputed firms.
- 5.1.3 Bid security may be collected @ 2%-5% of the estimated value by way of Demand Draft (DD)/ Bankers cheque (BC)/Bank Guarantee/Fixed Deposit receipt pledged in favor of the Lab/Institute and should be valid for a period of 45 days beyond the bid validity period. All tenders received without BS, wherever applicable shall be summarily rejected. The BG/BC/DD/FDR may be issued by any nationalized/scheduled bank. In case the same is obtained in foreign currency, it should preferably be obtained in the shape of bank guarantee to avoid exchange rate variations/fluctuations and got confirmed by the a scheduled/nationalized Indian bank. The format of obtaining BS through bank guarantee is enclosed at annexure "H".
- 5.1.4 The bid security should be refunded to the successful bidder on receipt of Performance Security or alternatively the bid security could also be adjusted against the performance security, if it is paid through DD/BC. The bid security shall be refunded to the unsuccessful bidders within thirty (30) days from the award of contract.
- 5.1.5 The bid security may be denominated in Indian Rupees or in any freely convertible foreign currency and indicated as lump sum in the bidding documents.
- 5.1.6 The bid security may be forfeited if the bidder withdraws or modifies or amends its tender or impairs or derogates from its bid during the bid validity period or fails to sign the contract or fails to furnish order acceptance or Performance Security in time.
- 5.1.7 The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, are exempted from payment of BS provided such registration includes the item they are offering which are

manufactured by them and not for selling products manufactured by other companies.

- 5.1.8 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, in case of 2-bid system, then in such cases, the technical bid of the party may be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 5.1.9 In the case of imports, the BS may be obtained either from the principal or from the Indian agent and in the case of indigenous bidders, the BS may be obtained from the manufacturer or their dealer/bidder.
- 5.1.10 The BS furnished by all unsuccessful bidders should be returned to them without any interest whatsoever, at the earliest but not later than 30 days after conclusion of the contract. The BS of the successful bidders should be returned, without any interest whatsoever, after receipt of performance security as per the contract/Purchase Order.
- 5.1.11 While Bid security (EMD) is a requirement, the Sanctioning Authority may grant exemption of Bid security to some specific parties having sound credentials and are of national/international repute. The reasons are to be recorded by the Sanctioning Authority while approving such decision for grant of exemption.

## **5.2.0 Performance Security (PS)**

- 5.2.1 Performance Security may normally be taken within 21 days after the award of the contract from the successful bidder for orders valuing above Rs. 25 lakhs for a value of 10% (ten Percent) or more covering upto 60 days beyond warranty period. The quantum/percentage of Performance security may be increased /decreased or waived off with the approval of the Sanctioning authority i.e., Director in exceptional circumstances by recording the reasons which warranted increase/decrease and waiver of PS.
- 5.2.3 The PS may be denominated in Indian Rupees or in foreign currency. The PS may be obtained in the form of Account Payee Demand Draft/Bankers cheque/ Fixed Deposit Receipt pledged in favour of Lab./Instt/ Bank Guarantee/Stand by Letter of Credit.
- 5.2.4 The sanctioning authority has the powers to extend the time frame for submission of order confirmation and submission of PS. It must however, be ensured that the BS is valid/enforceable till such time the PS is received. If firms are not willing to submit PS even during the extended period, then in consultation with PC / T&PC, the purchase order (PO) should be cancelled after taking all pros & cons into consideration and then re-tendering may be resorted to on limited tender basis by inviting quotations from all the responding firms irrespective of value, after forfeiting the bid security of the

defaulting firm provided there is no change in specifications. In such cases the defaulting firm should not be considered again for re-tendering in the instant Purchase.

- 5.2.5 In rare cases where goods have been procured on proprietary basis or the companies supplying are of international repute, the matter of non-furnishing of performance Security, if any, may be brought to the notice of the Director of the Lab/Institute or JS(A)/DG in CSIR Hqrs for his final decision.
- 5.2.6 In the case of imports, the PS may be obtained either from the principal or from authorized Indian subsidiary/ agent and, in the case of Purchases from indigenous sources, the PS may be obtained from either the manufacturer or their authorized dealer/bidder.
- 5.2.7 Performance Security should be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.
- 5.2.8 The PS is to be forfeited in the event of a breach of contract by the supplier.

## Chapter 6 Tender Documents

### 6.1.0 Tender documents

- 6.1.1 The tender documents which comprise the detailed technical specifications, drawings terms, conditions of contract, the proforma in which the tender is to be submitted and such other material as may be, shall be sold at the uniform rate of Rs. 300/- irrespective of the estimated cost for open tenders which are inclusive of postage/courier charges and VAT, if any, levied by the Govt if desired to be sent by post. In case tender document is downloaded directly by any prospective or interested bidder, then no tender document fee is leviable.
- 6.1.2 Tender documents should preferably be sold up to one day prior to date of opening of tenders and the same should be clearly indicated in the document.
- 6.1.3 All the terms, conditions, stipulations and information to be incorporated in the bidding document are to be shown in the appropriate chapters apart the Invitation for Bids as below:

Chapter 1	-	Instructions to bidders
Chapter 2-		General and special Conditions of Contract
Chapter 3	-	Schedule of Requirements
Chapter 4-		Specifications and allied technical details
Chapter 5-		Price Schedule (to be utilized by the bidders for quoting their prices)
Chapter 6 -		Qualification Requirements
Chapter 7	-	Contract form
Chapter 8	-	Other standard forms, if any, to be utilized by the Purchaser and the bidders.

- 6.1.4 The text of the bidding document should be user-friendly, self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language. Some of the salient clauses which the bidding document should contain are:

- i. The tender document should clearly mention the eligibility criteria to be met by the tenderers such as minimum level of experience, past performance, technical capability, manufacturing facilities, financial position, ownership or any legal restriction etc. Restrictions on who is qualified to tender should conform to extant Government policies and be judiciously chosen so as not to stifle competition amongst potential tenderers.

- ii. Eligibility criteria for goods indicating any legal restrictions or conditions about the origin of goods etc., which may require to be met by the successful bidder, if any.
- iii. The Procedure as well as date time and place for sending the bids along with sealing and marking instructions by giving reasonable time.
- iv. Date, time and place of opening the bids in the presence of the authorized representatives of the bidders.
- v. Special terms effecting performance, if any.
- vi. A provision to enable a bidder to question the bidding conditions, bidding process and/or rejection of its bid.
- vii. Provision for settlement of disputes through arbitration indicating clearly that the resultant contract will be interpreted under Indian laws in case of Purchase from Indian suppliers and/or United Nations commission on International Trade Laws (UNCITRAL) in the case of foreign suppliers. The venue of arbitration shall be the place from where the contract has been issued.
- viii. The clear specification of the required goods without any ambiguity so that the prospective bidders can send meaningful bids. The specifications to be spelt out in the Tender document must conform to the details as enumerated in clause 2.2.0 of this Manual
- ix. A clause that bidders are not permitted to withdraw/alter or modify their bids after expiry of the deadline for receipt of bids.
- x. The bid security and performance security applicable along with the mode of payment and the required delivery period.
- xi. A clause clearly indicating that the Purchases made for scientific purpose are exempt from Excise duty and concessional rate of Customs Duty is leviable.
- xii. A request seeking information whether the vendor has supplied identical or similar equipment to CSIR Labs/Instt and if so the details of such supplies for the preceding three years shall be sought with the final contract price.
- xiii. No request from bidders for extension of date of receipt of tender and opening shall normally be entertained.
- xiv. The bidding documents must also contain Clauses relating to delivery period, terms of delivery, Incoterms, distribution of dispatch documents, delay in supplies where the supplier is not responsible, Force Majeure, Penalty Clause, cancellation of contract for default, insolvency and convenience, duties and responsibilities to be performed by the supplier, cost break up indicating the applicable prices for each component of the price like price of the goods, costs for installation and commissioning, training, currency of the bid payment terms, duties and taxes, deduction of taxes at source, documents

required for making payment, details of inspection and tests to be carried along with stages and manner of inspection, Purchases right of rejection etc.

- xv All factors being considered for determining responsiveness of bids, evaluation and comparison of bids should be clearly stated in the bidding documents in an unambiguous manner for determining the lowest evaluated responsive offer in a transparent manner. Bids received should be evaluated in terms of the conditions already incorporated in the bidding documents; no new condition which was not incorporated in the bidding documents should be brought in for evaluation of the bids. For this purpose, clauses relating to preliminary examination of bids received, minor infirmities and irregularities, conversion to single currency, evaluation and ranking, mandatory quoting for the complete schedule of requirements, award of contract, discrepancy between original and copy of a bid, if any, and publication of tender result should be indicated in the bidding documents.

- xvi. The bidders should be asked to quote in the tender document as per the applicable price schedule form as annexed to the bidding document and quote as under:

A. For goods manufactured in India.

- a) The price of the goods quoted ex-works including all taxes already paid.
- b) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- c) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- d) The installation , commissioning and training charges including incidental services, if any.

B. For goods manufactured abroad

- a) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.
- b) The charges for insurance and transportation of the goods to the port/place of destination.
- c) The installation , commissioning & Training charges including incidental services, if any.

- 6.1.5 The basis of comparison between the indigenous/ foreign bidders should be indicated clearly in the bidding documents. It may also

be made clear whether overall lowest or item-wise individual lowest shall be the criteria for evaluation.

6.1.6 Tender document may also take care pre bid conference aspect if felt necessary.

6.1.7 Integrity Pact: An Integrity pact in accordance with para 4.9.12 should be adopted for purchases exceeding estimated value of Rs. 3.0 (three) crores at the discretion of the Director of the Lab./Institute.

## **Chapter 7**

### **Receipt and Opening of tenders**

#### **7.1.0 Receipt of Tenders**

7.1.1 Tenders received either by post or courier or by hand (excepting for tenders received against Single Tender Enquiry) shall be dropped in the tender box, duly locked and sealed and its keys shall be with the Purchase officer.

7.1.2 If a tender, received in a cover without any superscription about its contents, is opened by any official receiving it, he shall himself mark on the cover the tender number and the date of its receipt and the date of its opening and shall sign it and cause it to be delivered to the Purchase officer before the opening date.

7.1.3 Tenders for items where no bid security is applicable which are received in open condition or through FAX or e mail or telegram within the due date and time, shall not be rejected but shall be accepted at the risk of the bidder if the same is presented to any officer of the S&P Division before the scheduled date & time of opening of bids and caused to be deposited into the tender box for formal opening by the Tender Opening Committee.

7.1.4 There may be cases where the tenders are too bulky to be put in the tender box or the Purchase office is yet to install tender box and, therefore, the tenders are to be submitted by hand. In such cases, it should be ensured that names and designations of at least two officers, who will receive the tenders, are prominently mentioned in the tender documents. The information about these officers should also be displayed at the entrance / reception of the premises where tenders are to be deposited. The officer receiving a tender is to give the bearer of the tender a receipt duly signed by him with date and time of receipt of the tender. A separate register is to be maintained for keeping records of the bids, received by hand. Such bids will be kept in safe custody with the Purchase section till the date & time of bid opening and then such bids will be handed over to the TOC.

#### **7.2.0 Late/Delayed Tenders**

7.2.1 Tenders received after the specified time and date of opening are treated as "Late" while tenders received after the last date specified for receipt of tender but before the date of opening of the tender are treated as "Delayed".

7.2.2 Such tenders shall be marked as late/delayed as the case may be. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

### **7.3.0 Postponement of tender opening date**

- 7.3.1 Sometimes, situations may arise necessitating modifications in the tender documents already issued or already put on sale. Also, after receiving the documents, a tenderer may point out some genuine mistakes necessitating amendment in the tender documents. In such situations, it is necessary to amend/modify the tender documents suitably prior to the date of submission of bids.
- 7.3.2 Copies of such amendment /modification should be simultaneously sent to all the selected suppliers by registered/speed post/courier/e-mail in case of LTE. In case of Open Tenders, the copies of such amendment / modification are to be simultaneously dispatched, free of cost, by registered/speed post/courier/e-mail, to all the parties who have already Purchased the tender documents and copies of such amendments are also to be prominently attached in the unsold sets of the tender documents (which are available for sale), and simultaneously hosted on the web site and pointer advertisement inserted in the news paper.
- 7.3.3 When the amendment/modification changes the requirement significantly and /or when there is not much time left for the tenderers to respond to such amendments, and prepare revised tender, the time and date of submission of tenders are also to be extended suitably, along with suitable changes in the corresponding time-frames for receipt of bids, bid validity period etc and validity period of the corresponding EMD/bid security. Depending on the situation, such an amendment may also need fresh publication adopting the same procedure as for publication of the original tender enquiry.

### **7.4.0 Opening of Tenders**

- 7.4.1 All the tenders, irrespective of response received (excluding offers received against proprietary /single tender enquiry) shall be opened by a standing Tender Opening Committee consisting of representatives of Administration, Finance and Stores & Purchase not below the rank of group "B" staff at the appointed day and time. The bids should be opened immediately after the deadline of bids with minimum time gap in between. In case of two-bid tenders, the TOC will first open the Techno-commercial un-priced bids (technical bid). The sealed commercial bids part will be signed by TOC with date and kept in a separate tender box meant for price bids exclusively. The Commercial bids should not be kept in files till these are opened and the key of the box should be with the Sr. most officer of the Purchase Department.
- 7.4.2 Separate notice of opening of the bids need to be sent to the bidders before opening of the financial bid in the case of two-bid system. Opening of the tenders without informing the bidders is strictly prohibited except for offers received on Single Tender basis.

- 7.4.3 The representatives who intend to attend the tender-opening must bring with them letters of authority from the corresponding bidders.
- 7.4.4 The question of 'late tender' as well as elaborate process of receipt & opening of bids, as applicable for Open Tenders and LTE will not apply in case of procurement through single tender enquiry.
- 7.4.5 The Tender Opening Officials shall read out the following particulars only for the information of the authorized representatives attending the tender opening.
- a) Tender number
  - b) Name of the firm
  - c) Description of the item to be Purchased
  - d) Price
  - e) Whether the price is inclusive of taxes & duties or exclusive
  - f) Discount offered.
  - g) Delivery Schedule.
  - h) Any other extra charges quoted for packing, transport etc.
  - i) Terms of delivery
  - j) Warranty obligations.
- 7.4.6 After opening, every tender shall be numbered serially initialed, and dated on the first page by all the officials authorized to open the tenders. Each page of the price schedule or letter attached to it shall also be initialed by them with date, particularly the prices, delivery period etc., which shall also be circled and initialed with date. Blank tenders, if any, should be marked accordingly by the tender opening officials. Alterations/corrections in the bids should be initialed legibly by the officers opening the tender. A similar procedure shall be followed wherever any erasing/cutting is observed.
- 7.4.7 Any correction in the price quoted in the tender in words and/or figures shall be encircled in red ink by the representative of finance and signed. The members of the tender opening committee shall endorse this.
- 7.4.8 The Tender Opening Committee will prepare a list of the representatives attending the tender opening and obtain their signatures on the same. The list will also contain the representatives' names and the corresponding bidders' names & addresses. The authority letters brought by the representatives will be attached with this list. This list must be signed by the TOC with date & time.

**7.5.0 Amendments /modifications to tenders:**

The bidder, after submitting its bid, is permitted to submit alterations/modifications to its bid so long such alterations/modifications are received duly sealed and marked like

original tender, up to the date & time of receipt of tender. Any amendment/modification received after the prescribed date & time of receipt of tenders are not to be considered.

- 7.6.0 The Single tender enquiry/ proprietary quotations shall be opened in accordance with the provisions mentioned in para 4.7.5(iv) and 4.8.4 respectively.

## Chapter 8

### Evaluation of tenders and conclusion of contracts

#### 8.1.0 Introduction

- 8.1.1 Evaluation of tenders is one of the most serious exercises in the process of procurement. Therefore, it requires due diligence, utmost care and proper application of mind.
- 8.1.2 Evaluation of tenders must be done in a scientific and logical manner. It is not always necessary that the lowest quoted price shall finally emerge as the lowest evaluated price. It may be that the lowest bidder has not quoted according to the specifications and has left out certain items asked for. His bid eventually may not even be responsive.
- 8.1.3 All the bids are to be evaluated strictly on the basis of the terms & conditions incorporated in the tender document (based on which offers have been received). No new condition should be brought in while evaluating the tenders. Similarly, no condition of the tender document shall be overlooked while evaluating the tender. The idea is to ensure that no tenderer should get undue advantage at the cost of other tenderers and/or at the cost of the Purchaser.

#### 8.2.0 Preliminary Examination

- 8.2.1 All the tenders received from the TOC will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
- (i) The Bid is unsigned.
  - (ii) The Bidder is not eligible.
  - (iii) The Bid validity is shorter than the required period.
  - (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
  - (v) Bidder has not agreed to give the required performance security.
  - (vi) The goods quoted are sub-standard, not meeting the required specification etc.
  - (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
  - (viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

8.2.2 During the above preliminary examination, the Purchaser may also find some minor informality and/or irregularity and/or non-conformity in some tenders. The Purchaser may waive the same provided the same does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Purchaser is to convey his observation on such 'minor' issues (as mentioned above) to the tenderer by registered letter/speed post etc. asking the tenderer to respond by a specified date also mentioning therein that, if the tenderer does not confirm the Purchaser's view or does not respond at all by that specified date, its tender will be liable to be ignored. Depending on the outcome, such tenders are to be ignored or considered further. In situations of this kind, opportunity should be extended to all the responding firms.

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

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

- (a) If there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee / Technical & Purchase Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above.

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

8.4.0 **Discrepancies between original and additional copies of a bid**

8.4.1 In case, discrepancies are observed between the original copy and the other copies of the same tender set, the text etc. of the original copy will prevail. Here also, this issue is to be taken up with the bidder in the same manner as above and subsequent actions taken accordingly.

- 8.4.2 Details of all the bids, which have been declared unresponsive and to be ignored based on the analysis as per clause 8.2.0, 8.3.0 and 8.4.0 should be recorded .

### **8.5.0 Qualification Criteria**

- 8.5.1 After completing above stage, it is to be examined whether the remaining tenderers (i.e. other than the unresponsive tenderers) meet the required qualification criteria incorporated in the tender enquiry document. The tenderers, which do not meet the required qualification criteria are to be declared unresponsive and not to be considered further. Details of such tenderers, which do not meet the required qualification criteria are also to be recorded in the Purchase file along with the grounds for their becoming unresponsive.

### **8.6.0 Scrutiny of Responsive Bids**

- 8.6.1 Single envelop Bid /tender: In case of seeking bids in single envelop with (Technical & financial details together) ,the responsive tenders (i.e. after ignoring all the unresponsive tenderers as above) are to be evaluated and ranked as per the procedure indicated in subsequent paragraphs. However, when the required goods are simple in nature and have standard specifications, initial scrutiny as well as scrutiny for qualification criteria may be done simultaneously in one go. In case the required goods are of sophisticated nature and comparatively of higher value, then in the first stage the initial scrutiny will be done to segregate the unresponsive tenders. Thereafter, all the remaining tenders are to be evaluated and ranked. The next step will be to check fulfillment of required qualification criteria by the tenderers so ranked, starting from the lowest evaluated tender (L1). If L1 meets the required qualification criteria, that tender is to be selected for placement of contract. But if it does not meet the required criteria then similar determination is to be done for the next lowest evaluated tender (L2) and so on till reaching the tender who meets the required qualification criteria. By adopting this procedure, the Lab/Institute will save time by not checking the qualification aspects of all the responsive offers, simultaneously in one go.
- 8.6.2 Two-bid System: Under 2-bid system, the techno-commercial un-priced bid (technical bid) will be opened first and will be evaluated by the Technical Sub-committee (TSC) of the Technical & Purchase Committee (T&PC) with respect to the qualification criteria and the technical specifications as spelt out in the tender. The committee doing the evaluation will also draw a Technical comparative chart. The tenders meeting the qualification criteria and technical specifications will be short listed for financial evaluation. Then, the

- financial bids of the short listed parties will be opened and evaluated for lowest responsive offer.
- 8.6.3 In case the technical bid of a firm has been declared unqualified in the technical evaluation, the unopened financial bid shall be returned within 1 week after communicating reasons of rejection to the party concerned. The purpose of giving proposed time period of one week is that the parties rejected may at times contest reasons of rejection and if at all lab/institute is convinced with their view point/ reasons, the labs may consider the offer for further evaluation. However, it should be done prior to opening of commercial bids of other short listed parties.
- 8.6.4 All the bids received against the open tenders will be evaluated by the same TSC which had finalized its specifications. The committee will evaluate the technical bids first for ascertaining responsiveness and conformity to the specifications and other terms & conditions which had been decided after the Pre-Indent Conference with the parties. The financial bids of only those parties will be opened for further evaluation, whose responsiveness is confirmed by the Technical & Purchase Committee (T&PC). After opening of the financial bids, L1 will be decided and recommendations will be obtained from the Indenter for placing order.
- 8.7.0 Conversion of Currencies**
- 8.7.1 When bids are received in different currencies, the comparative statement shall clearly give the exchange rate as notified in the newspapers on the date of opening of the bid and the quoted price in rupees in the case of single bid system. However, when two-bid system is adopted, then the exchange rate as notified in the newspapers on the date of opening the financial bid should be the basis for preparing the comparative statement. Website [www.xe.com](http://www.xe.com), [www.rbi.org](http://www.rbi.org) or any other website can also be seen for spot conversions of foreign currencies.
- 8.8.0 Evaluation and Ranking**
- 8.8.1 Depending on the terms of delivery and the projected requirement, all the applicable components of the costs, as quoted in the responsive tenders, are to be added to work out the ultimate evaluated costs of the tenders. The evaluation is also to include applicable taxes, duties etc. in the bid prices. Further, if the bid document provides for any price preference and/or Purchase preference for SSI/PSU etc. (as mentioned in clause 4.13.2 to 4.13.3), the same is also to be kept in view while evaluating such tenders.
- 8.8.2 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.

Accordingly while soliciting bids, it should be clearly stipulated in the tender document that the bidder should give a clear cut break up of ex-works, FOB/FCA,CIF/CIP price to facilitate the proper comparison.

- 8.8.3 In the case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison may 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.
- 8.8.4 Where there is no mention of packing, forwarding, freight, transportation, insurance charges, such offers shall be rejected as incomplete. This condition must be indicated in bold letters in the tender document/enquiry itself.
- 8.8.5 If the bidder has quoted certain optional items, these items should not be taken into consideration for the evaluation of the bid unless the specifications of the optional item quoted by the vendor are a part of original indented specification.
- 8.8.6 Conditional tenders shall not be accepted.
- 8.8.7 No tender shall be technically rejected on flimsy grounds or on such vague grounds as unsatisfactory service during earlier Purchases without providing any documentary proof.
- 8.8.8 Situations may arise when sufficient response has not been received or after bid evaluation there is only one responsive bidder. In such situations, the Purchase Committee / Technical & Purchase Committee is required to check whether, while floating/issuing the tender enquiry, all necessary requirements like standard tender enquiry conditions, industry friendly specification, wide publicity, sufficient time for formulation of tenders, etc. were fulfilled. If not, the tender is to be re-issued/re-floated after rectifying the deficiencies.

However, if after scrutiny it is found that all such aspects were fully taken care of and in spite of that the Lab/Institute ends up with one responsive bid only, then contract/Purchase Order may be placed on that bidder provided the quoted price is reasonable.

## 8.9.0 Reasonableness of Prices (ROP)

- 8.9.1 While Reverse auction in electronic procurement mode will ensure reasonability of prices even before placing the contract/Purchase Order, on the lowest evaluated responsive tender (L1), the indenter must also ensure that the price to be paid is reasonable.
- 8.9.2 The broad guidelines for judging the reasonableness of price are as under:
- (i) Last Purchase price of same (or, in its absence, similar) goods
  - (ii) Current market price of same (or, in its absence, similar) goods
  - (iii) Receipt of competitive offers from different sources
  - (iv) Quantity involved
  - (v) Terms of delivery
  - (vi) Period of delivery
  - (vii) Economic indices of raw material/labour
  - (viii) Other input cost and intrinsic Value

Note: Price paid in an emergency Purchase or Purchase price of goods offered by a firm through 'distress sale' (i.e. when the firm clears its excess stock at throwaway prices to avoid further inventory carrying cost etc.) are not accurate guidelines for future use.

- 8.9.3 If L1's price is not reasonable, then, in the first place, the Purchase Committee / Technical & Purchase Committee has to review its own data & details to recheck whether the reasonable price so arrived is correct or not. If it is correct, the Lab/Institute may, strictly as an exception, negotiate the price only with the lowest evaluated responsive tender (L1) in an attempt to bring down the same. If L1 reduces the price to the desired level, contract may be placed on it but if it does not agree, then further action like re-tendering etc. may be decided by the Purchase Committee (PC) / Technical & Purchase Committee (T&PC) depending on the merits of the case.

## 8.10.0 Negotiations

- 8.10.1 There should not be any negotiations. Negotiations if at all shall be an exception and only in the case of proprietary items or in the case of items with limited source of supply. Negotiations if at all required shall be held with the lowest (L-1) evaluated responsive bidder with the cogent reasons to be recorded.
- 8.10.2 Counter offers tantamount to negotiations and should therefore be avoided.
- 8.10.3 Negotiations can be recommended in exceptional circumstances only after due application of mind and recording valid, logical reasons

justifying negotiations. In case L-1 backs out then re tendering shall be done.

8.10.4 The evaluation report shall clearly bring out

1. the technical acceptability of the offer
2. the reasonability of the price quoted
3. the reasonability of the delivery period offered.

#### **8.11.0 Comparative statement**

8.11.1 The Purchase Section shall prepare a neat Comparative Statement of the tenders opened and if needed, help of indenter may be taken in the case of bids invited on single bid basis.

8.11.2 However, in case of two-bid system, the Chairman T&PC shall have a technical comparative statement of specifications prepared with the help of TSC strictly as per indented basket of items . Based on the recommendations of Purchase Committee or T&PC concerned on the technical evaluation, the financial bids shall be opened and Comparative Statement of prices (CS) would then be prepared by Purchase Section taking the assistance of the IO, if required. Thereafter, recommendations of the TSC and approval of Technical & Purchase Committee concerned should be obtained.

8.11.3 A certificate to the effect that the details of all quotations opened by the tender opening committee have been included in the CS of prices should be incorporated by the Asst (S&P) and countersigned by SO (S&P) in the CS. The CS of prices quoted must be signed by the Asst (S&P) & SO (S&P) in all cases and also by the indenter (in case of equipment only) to confirm correctness.

8.11.4 The Comparative Statement shall be without any overwriting or deletions and shall neatly give the quoted price in figures .

8.11.5 When bids are received in different currencies, the comparative statement shall clearly give the exchange rate as notified in the newspapers/internationally known websites like [rbi.org.in](http://rbi.org.in) / [www.xe.com](http://www.xe.com) etc on the date of opening of the bid and the quoted price in rupees in the case of single bid system. However, when two-bid system is adopted, then the exchange rate as prevailing on the date of opening the financial bid should be the basis for preparing the comparative statement.

8.11.6 The comparative statement must include all the details as indicated above for bids received from within India and from abroad including the loading for comparison only along with details of specifications of the material offered by the tenderer, rates quoted (including taxes or otherwise), discount, if any, all other applicable components of cost, delivery schedule, earnest money deposit, validity of the offer, payment schedule etc.

8.11.7 The recommendations of the Indenting Officer (IO)/TSC must be obtained prior to referring the matter to Purchase Committee /T&PC

as the case may be and the offer selected along with details of the items should be encircled by the indenting officer/project leader/TSC (wherever required) on the Comparative Statement (CS) duly signed.

**8.12.0 Placement of order/Conclusion of Contract**

- 8.12.1 Contract should be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.
- 8.12.2 The entire process of scrutiny & evaluation of tenders, preparation of ranking statement and notification of award must be done within the original tender validity period. The validity period should not be unreasonably long as keeping the tender unconditionally valid for acceptance for longer period entails the risk of getting higher prices from the bidders. Generally, the validity period should not be more than three months from the date of tender opening.
- 8.12.3 If due to some exceptional and unforeseen reasons, the Lab/Instt. is unable to decide placement of the contract within the original validity period, it should request, before expiry of the original validity period, all the responsive bidders to extend their tenders up to a specified period. While asking for such extension, the bidders are also to be asked to extend their offers as it is, without any changes therein.
- 8.12.4 The bidders may also be requested to extend the validity of the BS for the corresponding additional period (which is to be specified in the request). A bidder may not agree to such a request and this will not tantamount to forfeiture of its BS. But the bidders, who agree to extend the validity, are to do so without changing any terms, conditions etc. of their original bidder.
- 8.12.5 Once the proposal is approved by the Purchase Committee/T&PC, and the sanctioning authority accords the expenditure sanction, official concerned in Stores & Purchase shall prepare the Purchase order and arrange to send it to the vendor. However, the specifications embodied in the Purchase Orders should be vetted by the indenter before the Purchase order is issued especially in high value purchases and purchase involving technicalities.
- 8.12.6 The Purchase order shall contain the make and model of the item with description, rate, quantity ordered, amount and terms & conditions like Delivery schedule, Place of Delivery, Payment terms, taxes & duties, any other charges like packing, forwarding, transportation, insurance etc., discounts offered by the firm, installation & commissioning if required, warranty period, training if any etcetera. The order shall also contain the inspection procedures to be followed for inspecting the ordered goods for acceptance and the probable time needed for inspection.

- 8.12.7 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Incoterms 2000 as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR Labs/Institutes or Headquarters.
- 8.12.8 Suitable clauses like Option clause for quantity variations, Arbitration Clause, force majeure Clause and Liquidated damage Clause for both delivery and completion of allied services etc. may also be incorporated in the Purchase order wherever applicable.
- 8.12.9 Orders for equipments shall be dispatched to the vendor in two copies with an instruction that the vendor has to return one copy duly signed as a token of the acceptance of the order or the vendor may be asked to submit the order acceptance promptly within 15 days or earlier.
- 8.12.10 The copies of orders shall be sent to Stores, Indenting Division and Finance as soon as the orders are placed and the details thereof should be hosted on the website of the Lab/Institutes in respect of Purchase Orders/Contracts valuing more than Rs. 25.00 Lakhs.
- 8.12.11 The order confirmation should be received within 15 days. However, the sanctioning authority has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS).
- 8.12.12 Even after extension of time, if the order confirmation /PS are not received, then in consultation with Purchase Committee/T&PC, the Purchase order should be cancelled and limited tenders irrespective of the value may be invited from the responding firms in line with clause 4.7.3 after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm should not be considered again for re-tendering in the particular case. However, if the contract is signed across the table, then order acceptance is not required.
- 8.12.13 All Purchase related contracts above 25 lakhs are to be signed on stamp paper of Rs.100/= or as per prevalent stamp duty rules based on value, shall be concluded by the Sr. most officer of Stores & Purchase in the Lab/Institute "for and on behalf of the Council of Scientific & Industrial Research". The contract shall be countersigned by the Sr. most officer of Finance) in Labs & DS (CO) in CSIR.
- 8.12.14 For Purchases valuing up to Rs. 5.00 lakhs, a Purchase order containing basic terms & conditions would suffice.
- 8.12.15 For Purchases valuing between Rs. 5.00 lakhs & Rs. 25.00 lakhs, where limited tender enquiry is required to be floated, it is suggested that the Lab/Institute may follow a standardized General Conditions

of Contract (GCC) as per manual which could be suitably altered as per the requirement of the Lab/Institute.

8.12.16 For Purchases valuing more than Rs. 25 lakhs, a formal contract should be executed, with all necessary clauses as per model format given in the manual which can be altered suitably wherever felt necessary by the lab. /Institute. to make it a self contained contract. If however, these are preceded by Invitation to Bid, General conditions of contract (GCC) & Special Conditions of Contract (SCC) with full details of scope & specifications, a simple one page contract can also be entered into by attaching copies of the GCC & SCC and details of scope and specifications, offer of the tenderer and letter of acceptance.

8.12.17 While entering into contracts, it should be ensured that;

- (a) The terms of contract are precise, definite and without any ambiguities and should not include an uncertain or indefinite liability.
- (b) No work of any kind is commenced without proper execution of a contract as given above.
- (c) Contract should include provision for payment of all applicable taxes by the contractor or supplier.
- (d) The terms of a contract, including the scope & specifications once entered into, should not be materially varied. Whenever material deviations becomes unavoidable, the financial & other effects should be examined and recorded and specific approval of the Purchase Committee concerned to the changes and to get the revised financial sanction & other commitments must be obtained before varying the conditions.
- (e) Normally no extension of scheduled delivery or completion dates should be granted except where events constituting *force majeure*, as provided in the contract, or any other convincing valid reasons. Extensions with or without penalty may be allowed through formal amendments to the contract only on the recommendation of the project leader/Sanctioning authority without any reference to PC/T&PC. Prior to invoking Penalty clause, due notice should be given to the supplier to execute the order/contract failing which penalty shall be imposed.
- (f) A warranty clause should be incorporated in every contract and all contracts for supply of goods should reserve the right to reject goods which do not conform to the specifications.
- (g) The contract effective date is invariably indicated as per the agreed terms and conditions .
- (h) In all cases where a contract is to be signed on a stamp paper, a letter of intent (LOI) may be issued to the firm in advance

of the contract. The LOI should specifically mention, *inter-alia*, the deadline for signing of the contract which should not normally be more than two weeks from the date of issuance of LOI.

- (i) Integrity Pact: Adoption of an integrity pact in accordance with Para 6.1.7/4.9.12 and Annexure K shall invariably be done in all one-time major purchase cases exceeding Rs. 3.0 (three) crores at the discretion of the Director.

## **Chapter 9**

### **Contract management**

9.1.0 Contract Management involves monitoring the implementation of a contract after it is placed to ensure timely completion of all the supplies and related services reflected in the contract as per terms & conditions incorporated therein.

#### **9.2.0 Follow up of orders**

9.2.1 Once order has been placed, it is the duty of Sr CoSP/CoSP/SPO/SO (S&P) to ensure that the vendors supply what has been ordered in time. The Purchase Section shall continuously be in touch with the Stores Section and in the event of the material not being received in time; it shall contact the vendor immediately and ensure that the material is received as quickly as possible. It shall also keep a list of vendors who are habitual defaulters and who supply sub-standard material, in order that prompt action is taken to suspend dealings with such vendors.

9.2.2 The Purchase Committee/T&PC, indenters and other concerned functionaries should co-ordinate their efforts to ensure completion of the contract without anytime and cost overruns and related legal complications.

9.2.3 The Lab/institute has to ensure that the suppliers receiving the contract furnish the required Performance Security in the prescribed form by the specified date, failing which necessary action including forfeiture of the Earnest Money Deposit is to be taken against the supplier.

9.2.4 The supplier should acknowledge and unconditionally accept the P.O within 15 days from the date of issue of contract. While acknowledging the P.O, the supplier may raise some issues and/or ask for some modifications against some entries in the P.O, such aspects shall be immediately looked into for necessary action and, thereafter, supplier's unconditional acceptance of the P.O be obtained. If both the parties (viz. the Purchaser and the supplier) simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

#### **9.3.0 Amendment to Purchase orders/ Contracts**

9.3.1 Amendments to all Purchase orders not involving financial implications and LC amendments without any change in Purchase order price, specifications, ordered quantity and delivery period may be made directly by the Sr. CoSP/CoSP/SPO/SO (S&P) without

reference to Purchase Committee / Technical & Purchase Committee concerned.

9.3.2 Any amendment involving financial and /or legal implications should be done with the approval of Purchase committee (PC) and T&PC including member finance. In case need is felt, legal opinion may also be sought.

9.3.3 It may be ensured that the amendments are in the overall interest of the Lab/Institute. Further, in the case of imports, where payment is through Letter of Credit (LC), the LC extension charges should be borne by the supplier, if the same is being extended on the request of the vendor. Sanctioning authority may however waive of such petty expenses in the overall interest of smooth execution of the contract.

#### 9.4.0 Receipt of materials

9.4.1 The receipt of all ordered material has to be made in the stores section and a report of such receipts must be sent to the Purchase, Indentor next day. Similarly information's like transit of materials, clearance from Air/Sea port/ transporter/vendors go-down etc. has to be intimated to the user Depts. Heavy and large items can be unloaded by the stores at the place of its final installation.

9.4.2 Stores should maintain a Daily Receipt Register (DRR) centrally which should include all relevant information about the receipt of materials in a computer. A print out can be sent to the User Group and the Purchase immediately and a copy of the same can be retained as DRR.

#### 9.5.0 Payment to the Supplier

9.5.1 Purchase organization shall ensure that all the payments due to the firm including release of performance security are made on priority basis without avoidable delay.

#### 9.6.0 Closure of Purchase File & record retention schedule

9.6.1 On completion of all activities against a contract, the Purchase file should be preserved in the record room and destroyed after expiry of the applicable mandatory retention period.

9.6.2 For the above purpose, all records relating to Purchases made out of both revenue as well as capital grant should be retained for a period of 05 years and thereafter they may be weeded out provided there is no vigilance or audit objections, in which case these should be preserved till such time the vigilance or audit objections are dropped.

## Chapter 10

### Rate Contracts

#### 10.0.0 Rate contracts

10.1.1 A Rate Contract (RC) is an agreement between the Lab/Instt and the supplier for supply of specified goods (and allied services if any) at specified price and terms & conditions during the period covered by the Rate Contract. No quantity is mentioned nor is any minimum draws guaranteed in the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm.

10.1.2 The firm and/or the Purchaser are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other. However, once a Purchase Order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract, that Purchase Order becomes a valid and binding contract.

10.1.3 RC may be concluded for the following items:

- a) Commonly used goods needed on recurring basis.
- b) Goods for which prices are likely to be stable.
- c) Goods for which Rate Contract is convenient to operate.

Note: i) In case of goods of low value and which are required by the users in very small quantities, rate contracts may not be concluded.

(ii) Rate Contract may not be concluded for the scarce / critical/ perpetually short supply goods.

10.1.4 The Labs/Instts. may conclude rate contracts for Machine Tools, Information Technology Products, Ancillary Spares and similar products and chemicals where the design feature, performance parameters etc. of such products/goods differ significantly among the products of different manufacturers and even between different models of the same manufacturer and where equitable comparison of prices of such products is not feasible. Such Rate Contracts may be concluded on discount on Net Dealer Price (NDP) basis.

10.1.5 The period of a Rate Contract should normally be one year. However, in special cases, shorter or longer period may be considered. As far as possible, termination period of rate contracts should be fixed in such a way as to ensure that budgetary levies would not affect the price and thereby frustrate the contracts. Attempts should also be made to suitably stagger the period of rate contracts through out the year.

10.1.6 RCs for items which need to be concluded on NDP basis may be concluded on limited or single tender basis while for conclusion of

RCs for other items, limited tender method may be followed in case fair competition/adequate response is ensured or else open tender method may be adopted. However, in the case of proprietary items the RC may be concluded with the manufacturers on single tender basis.

10.1.7 Normally, rates for RC should be obtained from manufacturers especially in specialized consumable items like chemicals, glassware, plastic wares, computer consumables, etc. For general items authorized dealers/ stockiest/ retailers may also quote for the purpose of concluding RC. The credibility of these dealers/stockists/retailers should be kept in mind while deciding the conclusion of the rate contract. Deliberately adding restrictive clauses like insistence on having local dealers of the manufacturers should be avoided so long as there is an efficient supply chain and the firm is willing to supply directly.

10.1.8 The tender documents for R/C shall contain the following salient conditions.

- i) Bid Security (BS) and Performance Security (PS) are not applicable.
- ii) In the Schedule of Requirement, if any, no quantity is mentioned; only the anticipated drawal may be mentioned without any commitment.
- iii) The Lab/Institute reserves the right to conclude more than one rate contract for the same item.
- iv) The Lab/Institute as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally thirty days.
- v) The Lab/Institute has the option to renegotiate the price with the rate contract holders.
- vi) In case of emergency, the Lab/Institute may Purchase the same item through ad hoc contract with a new supplier.
- vii) Terms of delivery in rate contracts should be FOR destination.
- viii) Purchase Orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, are to be issued for obtaining supplies through the rate contract. Some of the important details which the Purchase Order should contain are:
  - (a) Rate Contract No. and date.
  - (b) Quantity.
  - (c) Price.
  - (d) Date of Delivery by which supplies are required.  
(In the Purchase Order, a definite delivery date based on the delivery period stipulated in the rate contract is to be provided).
  - (e) Full address of the Lab./Instt along with telephone. No., Fax No. and E. mail address.

Copies of Purchase Order are to be endorsed to all concerned.

- ix) The Lab/Institute is entitled to place Purchase Orders upto the last day of the validity of the rate contract and, though supplies against such Purchase Orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.
  - x) The Purchase Order may be placed on any of the RC holder and no CS of prices is required to be prepared for the Purchase of items on RC basis.
  - xi) The rate contract will be guided by "Fall Clause".
- 10.1.9 The modalities for concluding of the R/C, s shall be decided by the PC of the Lab./Institutes. It is not mandatory to solicit RC proposal through press tender in case the sources of supplies are definitely known.
- 10.1.10 PC will ensure that the equitable distribution of orders for items amongst R/C firms and may devise a suitable mechanism in this regard.
- 10.1.11 The detail of the R/Cs should be hosted on the website of the Labs./Instt.

### **10.2.0 Parallel Rate Contracts**

- 10.2.1 In cases where it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item, the Lab/Institute may enter into more than one rate contract with different suppliers for the same item. Such rate contracts are known as Parallel Rate Contracts.
- 10.2.2 In exceptional circumstances where there is an acute need of parallel Rate contract with more than one firms, and the L2 or L3 firms are not willing to match the price quoted by L1 firm, the PC may also agree to conclude RC with L2 or L3 firms at their quoted prices provided their rates are within a reasonable limit of variance from the L1 prices. Reasonableness of the variance in prices will be judged by the PC at its best wisdom. In all such cases specific approval of the Director of the Lab./Institute shall be mandatory.

### **10.3.0 Fall clause**

- 10.3.1 Fall Clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the

subsequent supplies under the rate contract and the rate contract amended accordingly.

**10.4.0 Renewal / extension of Rate Contract**

10.4.1 It should be ensured that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons, timely steps are to be taken to extend the existing rate contracts with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, are to be left out. Period of such extension should generally not be more than three months. Also, while extending the existing rate contracts, it shall be ensured that the price trend is not lower.

## **Chapter 11**

### **Inspection of goods**

#### **11.1.0 Inspection of goods**

- 11.1.1 The indenter shall inspect the materials as indicated in the tender documents as soon as it arrives and shall normally adhere to the schedule given by him at the time of placing the indent. Normally the concerned indenting division should ensure completion of inspection within ten days of receipt of advice from the stores.
- 11.1.2 For imported equipments the packing may be opened in the presence of the Indian agent to avoid short/ damaged supply due to improper packing.
- 11.1.3 In any case the inspection shall be completed within the validity period of the insurance policy so that the claims for shortage/ damage if any can be lodged with the insurance company. Failure to inspect the material within the time schedule shall make the Indentor and the concerned Project leader responsible for the loss including the Indian agent.
- 11.1.4 with a view to ensure that the claims on the insurance companies are lodged in time, the Labs/Institutes are advised to stipulate in the Purchase order/Contracts, where Indian agent is available, that he is responsible for the follow-up with his principals for ascertaining the dispatch details and informing the same to the Lab/Instt and he shall also liaise with the Lab/Instt to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened for inspection and insurance claim be lodged, if required, without any loss of time. The contract/Purchase order may also indicate that any delay on the part of the Indian agent would be viewed seriously and he shall be directly responsible for any loss sustained by the Lab/Instt on the event of delay.
- 11.1.5 In case of the goods to be imported from abroad, the Lab/Institute may accept manufacturers' In-house inspection report. However, the nature and cost of the goods ordered, the reputation of the supplier, etc. should be kept in view and appropriate decision taken.
- 11.1.6 In case a written complaint is received from the supplier disputing rejection of the goods by the Lab/Instt, the same should be jointly investigated by a team consisting of an authorized representative of the supplier and a team of officers of the Lab/Instt as decided by the Director.
- #### **11.1.7 Bill Clearance Schedule**
- 11.1.8 Once the inspection is complete and the indenter certifies the inspection report, Stores should ensure that the bill containing the stock entry reference and copy of the inspection report is sent to Purchase within three working days after the inspection is over. The

Purchase wing shall send the same directly to accounts within four working days for payment and then the accounts must arrange payment to the vendor within five working days from the date of receipt of bill. If for any reason, the payment is held up beyond the period stipulated, the matter shall be brought to the notice of the Director for his decision.

## **Chapter 12**

### **Payments**

#### **12.1.0 Advance Payment**

12.1.1 While the normal mode of payment is 100% within 30 days after receipt and acceptance of materials in good condition (within 30 days after satisfactorily installation & commissioning of equipment), there may be occasions when a reputed supplier insists on advance payment. In all such cases, the Sanctioning authority shall decide on a case to case basis what percentage of payment could be made to the vendor in advance against equivalent bank guarantee from a scheduled/nationalized bank. The BG/ remaining amount shall be released only after receipt and acceptance of material in good condition or after satisfactorily installation and commissioning of the equipment. The format of the bank guarantee to be obtained for releasing the payments in advance is enclosed at annexure "I".

#### **12.2.0 Part Payment**

12.2.1 Depending upon the terms of the delivery incorporated in a contract, part payment to the supplier may be released after it dispatches the goods from its premises in terms of the contract subject to inspection.

#### **12.3.0 Payment Against Delivery**

12.3.1 There may also be cases when payment against delivery, which is commonly in practice for smaller value items and with traders who supply against cash/cheque needs to be released. Such payment is much safer than payment through bank against documents as material itself is received against payment instead of documents. Such terms should be allowed. However, the Purchase officer should ensure that the material is inspected and found acceptable as per requirement.

12.3.2 Where payments are required to be released against fabrication contracts, depending upon progress of work in a staged manner, such payments may also be allowed based on verification & inspection and any other suitable safe guards as considered appropriate.

#### **12.4.0 Import payments**

12.4.1 In case of imports, when payment against sight draft/advance foreign currency draft/LC is a condition, such payments may be allowed after financial sanction is accorded by the sanctioning authority subject to the limits prescribed by the RBI

### **12.5.1 Payment for Annual Maintenance contracts:**

In case of annual maintenance contracts/repairs, advance payment sufficient to cover one-year AMC charges can be allowed by the sanctioning authority. In cases where the AMC payment is for more than a year specific approval of the Director shall be obtained.

12.6.1 Any other payment terms can be accepted in exceptional cases on the approval of Director with concurrence of Finance. In cases where advance is required to be drawn, the sanctioning authority, within the powers delegated, has the powers to sanction the same.

12.7.1.1 Sr. most purchase officer of the lab. shall designate an officer not below the rank of Section officer (S&P) to act as DO(drawing officer) irrespective of the value once the expenditure is sanctioned by the sanctioning authority.

12.7.2 The bid documents must specify the currency (currencies) in which the bids are to be priced. As a general rule, domestic bidders are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted and paid in Indian currency.

### **12.8.0 Settlement of Advances & OB removals**

12.8.1 Advance payments once made to the parties are reflected in books of Accounts and remain as such till the time adjustment is submitted by Purchase Department. As per present practice after the equipment/material has been tested and installed, the adjustment is submitted to accounts Department of the Labs./ Institutes. At times inspection formalities take longer time in testing the parameters etc. of equipment, the advances drawn remain unadjusted and the get accumulated in the books of Accounts which is viewed as a serious audit objection later.

12.8.2 The present system advance adjustment is perhaps because of the apprehension/notion that in case the equipment, somehow not withstand the rigor of the inspection, and the labs having no claim at later stage, is not correct/ justified. To satisfy this aspect the separate clauses of the contract like inspection/warranty and legal aspects etc. are supposed to take care of these notions. OB adjustment is other wise an internal issue of Lab/Institute.

12.8.3 In order to avoid accumulation of advances and to avoid serious audit objections, the labs may soon after receiving the material/equipment for which advance has been drawn, record details of physical receipt of

material/equipment in the Daily receipt Register (DRR) and append the certificate on the challan/Bill for the purpose of removal & adjustment of OB linking the advance by Purchase section and send the same to Accounts for necessary action.

#### **12.9.0 Payment through LC**

(a) In view of the modern banking practices and the electronic transfer of payments through Electronic gateways, the margin money payment for opening Letter of credit and issuing of Drafts etc. is to done by accounts. Releasing of Payment will be authorized by finance and accounts department of Labs. directly to the bank.

(b) Purchase Department will send the request to accounts for making payment towards margin money for opening LC for the proposals already approved by the Sanctioning authority along with sanction memo. This step is bound to reduce unnecessary paperwork, ensuring speedy Bank reconciliation and adjustment of debits/credits raised by the banks.

#### **12.9.1 Safeguards in respect of Bank Guarantees**

To avoid receipt of forged /fake bank guarantees submitted by supplier/contract the following points should be noted and ensured:

- a) Copy of proper prescribed format on which BGs are accepted from the suppliers/contractors should be enclosed with the tender document and it should be verified verbatim on receipt with original document.
- (b) It should be insisted upon the contractors, suppliers etc. that BGs to be submitted by them should be sent to the organization directly by the issuing bank under Registered Post (A.D.)
- (c) In exceptional cases, where the BGs are received through contractors, suppliers etc., the issuing branch should be requested to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the organization with a covering letter to compare with the original BGs and confirm that it is in order.
- (d) As an additional measure of abundant precaution, all BGs should be independently verified by the organizations.

## Chapter 13

### Financial powers and the sanctioning authority

- 13.1.0 No expenditure will be incurred in connection with procurement of goods or Annual maintenance contracts of equipments unless the same has been sanctioned by the Competent Sanctioning Authority.
- 13.2.0 Financial Powers of the sanctioning authority:  
For purpose of the clause 13.1.0 above, the financial powers of the sanctioning authorities in different cases of procurement of goods & services are detailed as annexure to the CSIR Purchase Rules for Goods & Services-2008 may be referred to. This also includes sanction for Advance Payments.

## **Chapter 14**

### **Miscellaneous**

#### **14.1.0 Buy-back Purchases**

- 14.1.1 With the approval of the Director, an existing old item (s) may be replaced with a new and better version. The Lab/Instt. may trade the existing old item while purchasing the new one. This method is known as buy-back purchasing.
- 14.1.2 For this purpose, a suitable clause should be incorporated in the bidding documents so that the prospective and interested bidders formulate their bids accordingly. Depending upon the value and the condition of the old item to be traded, the time as well as the mode of handing over the old item to the successful bidder should be decided and relevant details in this regard be suitably incorporated in the bidding document. Further, suitable provision should also be kept in the bidding document to enable the Purchaser either to trade or not to trade the item while purchasing the new one.
- 14.1.3 The mode of procurement should be in conformity with clause 4.7.0. The buy-back price should be indicated separately by the bidder and once the Purchase is completed, the original value of the item be written off from the books of the respective labs.

#### **14.2.0 Maintenance Contracts**

- 14.2.1 Depending on the cost and nature of the goods to be Purchased, it may also be necessary to enter in to maintenance contract(s) of suitable period either with the supplier of the goods or OEM or with any other competent firm, not necessarily the supplier of the subject goods. Such maintenance contracts are especially needed for sophisticated and costly equipment and machinery.
- 14.2.2 It may however be kept in mind that the equipment or machinery is maintained free of charge by the supplier during its warranty period or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter.
- 14.2.3 If the maintenance contract is to be entered into with the supplier of the goods, then suitable clauses for this purpose are to be incorporated in the tender document itself and while evaluating the offers, the cost component towards maintenance of the goods are also to be added in the evaluated tender value on overall basis to decide the relative ranking of the responsive tenderers. Total cost on Purchase and maintenance of the equipment over its projected lifecycle should be assessed to consider its suitability for Purchase.
- 14.2.4 If the maintenance contract is to be entered into with a competent and eligible supplier separately, then a separate tender enquiry is to be floated for this purpose and tenders evaluated and ranked accordingly for placement of maintenance contract.
- 14.2.5 The details of the services required for maintenance of the goods, the required period of maintenance and other relevant terms & conditions including payment terms are to be incorporated in the tender document. The terms of payment for the maintenance service will depend on the nature of the goods to be maintained as well as the nature of the services desired. Generally, payment for maintenance is made on half-yearly or quarterly basis.
- 14.2.6 A suitable provision should be incorporated in the tender document and in the resultant maintenance contract indicating that the prices charged by the maintenance contractor

should not exceed the prevailing rates charged by it from others for similar services. While claiming payment, the contractor is also to give a certificate to this effect in its bill.

14.2.7 The tender document for maintenance contract must include a suitable provision to withdraw the maintenance contract due to any unforeseen reasons. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same should be paid to it as per the contract terms. Depending on the cost and nature of the goods to be maintained, suitable notice period for such cancellation to come into effect is to be provided in the documents.

14.2.8 The Purchase Committee (PC) may decide on the merits of each case the necessity of entering into maintenance contracts on comprehensive basis or on call basis or on non comprehensive basis.

### **14.3.0 Procedure for Purchase through credit card/e- commerce**

14.3.1 The following procedure will have to be followed for Purchases under credit card.

- (i) The offers should be downloaded from the web site of at least three firms and a certificate to the effect that the prices have been downloaded should be furnished by the Sr. CoSP/CoSP/SPO/SO (S&P)
- (ii) The proposal will then be put up to the respective Purchase Committee and payment to the firm be made after the mode of payment is approved by the Purchase Committee .
- (iii) The credit card will be kept with the SPO. If possible, Institutional credit cards will be Purchased and kept for official use only.
- (iv) The SPO shall maintain an account of Purchases made through the credit card to ensure that payment to the bank issuing the card is made within the free time after making necessary stock entry etc.

### **14.4.0 Banning and Suspension of Business Dealings with the suppliers**

14.4.1 Business dealings with a firm, whether it is registered or not registered, may be ordered to be suspended or banned, in public interest by the Director of the Lab. / Institute on the recommendations of Purchase Committee /Purchase & Technical Committee.

14.4.2 Banning and Suspension of business dealings may be ordered where pending full enquiry into the allegation, it is considered not desirable that business with the firm should continue. Such an order may be passed: -

- (i) If the firm is suspected to be of doubtful loyalty to India.
- (ii) If the Central Bureau of Investigation or any other investigating agency recommends such a course in respect of a case under investigation and
- (iii) If a prima- facie case is made out that the firm is guilty of an offence involving moral turpitude in relation to business dealings which, if established, would result in business dealings with it being banned.

14.4.3 The grounds on which banning may be ordered are:

- i) If security considerations including question of loyalty to the State so warrant.
- ii) If the proprietor of the firm, its employee, partner or representative is convicted by a court of law following prosecution for offences involving moral turpitude in relation to the business dealings.
- iii) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law; etc.
- iv) If the firm continuously refuses to return CSIR dues without showing adequate cause and the CSIR is satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law, and
- v) If the firm employs a CSIR employee, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt CSIR employee.

#### **14.5.0      Operation of Procedure**

- (a) The operation of the above procedure shall be in super-session of all existing rules and instructions.
- (b) In respect of areas, which are not covered in the above procedure or in the case of any doubt on the interpretation of this procedure, matter can be referred to the Joint Secretary (Admin) CSIR for final decision of DG, CSIR.
- (c) For legal interpretation, the English version will hold good.
- (d) The DG, CSIR may relax any of the provisions outlined in this procedure.
- (e) The procedure may be reviewed at suitable intervals for further modifications.
- (f) All electronic records like e-mails etc. as per IT act are valid and may be accepted.

## **Do's & Don'ts of public procurement**

### Do's

- Ensure appointment of consultant/expert in a transparent and competitive manner for need based and specialized jobs
- Verify credentials of consultants/experts
- Adopt updated standard bidding document
- Ensure conformity among nomenclature of items, specifications, drawings, general and special conditions.
- Stipulate performance guarantee clause to eliminate non serious bidders
- Conduct pre-bid meeting
  - i) to bring clarity regarding spirit of various provisions &
  - ii) to bring necessary modifications, if required & Make minutes of the pre-bid meeting as part of agreement
- Provide clause to deal with ambiguous provisions (order of precedence) in the tender document and ambiguity in the tender submitted by the contractor.
- Fix a reasonable time for the bids to remain valid while issuing tender enquires.
- Stipulate all prevailing govt. policy orders such as customs exemptions for material to be imported etc.
- Provide enough safeguards against advances.
- Notify objective evaluation criteria in the tender document.
- Stipulate condition regarding splitting of quantities, if required, in the tender document
- Notify criteria of splitting in the tender document itself if splitting of work / supply order is envisaged (splitting is envisaged when LI's capacity is less than required or to avoid heavy reliance on one firm)

- Prefer open tendering as far as possible in high value purchases.
- update panel of supplier/ vendors in a transparent way for use in case of limited Tendering.
- Transparency, Fairness, Value for money, Quality and Timely Purchases
- Match tender document with agreement
- Ensure that agreement is signed & sealed properly in time.
- Verify bank guarantees.
- Watch deviations, especially in abnormally high rated and high value items.
- Reimburse taxes and duties, if applicable, only on the production of relevant document
- Carry out mandatory tests where ever needed.
- Ensure compliance of conditions regarding licensees, insurance policies and integrity pact in respect of major items costing RS.3 crores & above.
- Maintain proper record of hindrance

#### Don'ts

- Arbitrary appointment of consultant/expert without publicity & competition
- Restrictive criteria adopted in pre-qualification
- Do not carry out Pre-qualification of tenders outside the notified criteria .
- Never ignore offer of L I (Lowest party is one whose offer has been found responsive).
- Avoid stipulating such conditions in the contract, which are not feasible to be operated
- Do not extend validity without bringing on record in real time, valid and logical grounds justifying extension.

**PURCHASE OF GOODS WITHOUT QUOTATIONS**

(For Purchase of goods up to the value of Rs. 15,000/Rs.1,00,000  
(*strike out whichever is not applicable*)

- a) "I Shri/Ms. /Dr. ...., am personally satisfied that these goods Purchased are of the requisite quality and specification and have been Purchased from a reliable supplier at a reasonable price."
- b) " It is further certified that the required item is for specific use of the R&D and will be utilized for the project titled\_\_\_\_\_ (Project No.)" (*Strike out if not applicable*)
- c) "It is certified that the item is not available in the store."

Sanctioned Rs. \_\_\_\_\_ (In figures and Words)

Signature of the Sanctioning authority

Date \_\_\_\_\_

Name & Designation \_\_\_\_\_

PURCHASE OF GOODS BY LOCAL PURCHASE COMMITTEE

(For Purchase of goods valuing between Rs.1.00 to 5 lakhs only/ 15,001 to 1 Lakh)  
(Strike out whichever is not applicable)

- a) "Certified that we, the members of the Purchase Committee are jointly and individually satisfied that the goods recommended for Purchase are of the requisite specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question. Accordingly we enclose the quotation no. .... dated.....of M/s. .... for placing Purchase Order.

Member

Member

Member

Name:

Desig.:

Divn. :

Date :

- b) " It is certified that the required item is for specific use of the R&D and will be utilized for the project titled " \_\_\_\_\_ (Project No.)" (Strike out if not applicable)

Sanctioned Rs. \_\_\_\_\_ (In figures and Words)

Signature of the Sanctioning authority

Date \_\_\_\_\_

Name & Designation \_\_\_\_\_

**EMERGENCY PURCHASE CERTIFICATE**

(For Purchase of goods valuing more than Rs. 5 lakhs to be furnished by Sub-Committee)

“Certified that we, members of the Purchase Committee are jointly and individually satisfied that the goods Purchased are of the requisite specification and quality, and have been purchased from a reliable supplier at a reasonable price”.

(Indentor)

(Representative of Purchase)

( Representative of Accounts)

Date:

PROPRIETARY ARTICLE CERTIFICATE (PAC)  
(To be submitted by the indenter along with the indent)

Certified that to the best of our knowledge, the items indented vide indent No..... dated.....are manufactured by M/s .....only.  
There is no other option for the Laboratory except to Purchase this item(s) as it is having unique feature which is essential for R&D job and which is not available in any other similar equipment. I/We shall be held responsible in case the certificate is found to be incorrect.

Signature of Indenting Officer/Project Leader  
Designation:

Scientist as project Leader

Date : \_\_\_\_\_

**SINGLE TENDER CERTIFICATE**

(For procurement from a single source basis only during emergency)

The items indented are necessarily to be Purchased from M/s.....for the following reasons:.....

.....

Date :

(Signature with date and designation of the Indenting Officer/project Leader)

**Specification Certificate by the Technical sub-committee of the Technical & Purchase Committee (T&PC)**  
**(To be furnished after holding Pre-Indent Conference)**

It is certified that the specification and pre-indent qualification (PQ) criteria for. ....(Name of item)...required for the.... (Name of Division)... has been finalized after holding discussion with /seeing presentation of the OEMs, their authorized agencies vendors/suppliers/ System Integrators etc. listed below on------(date/s) at------(Location)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....
- 6.....
- 7.....

It is further stated that the credentials/technical capabilities/financial standings/track record of the firms mentioned above have been evaluated /verified by us and therefore, we recommend issuing tenders on Limited basis only to the firms short listed above.

The final Specification and the Pre-Qualification criteria are attached herewith for further action.

Signatures:

(Project Leader/Indenter)  
Name & Designation

(Tech. Member 1)  
Name & Designation

(Tech Member 2)

(Tech Member 3)  
Name & Designation

(Chairman)  
Name & Designation

PROPRIETARY USAGE CERTIFICATE

For requirement of this project/section/ Division, the item/s----- is/are *required to be Purchased from Manufacturers/dealers* .....only in order to maintain consistency, continuity, of established /standardized methods protocols and SOPs

It is further declared that any deviation in respect of material inputs at this stage will affect the integrity, authenticity and validity of analysis /result.

.....

(Signature)

Name of Indenting Officer

Designation.....

Date:

Signature of PL

Name.....

Designation...

Date:

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)**

Whereas ..... (hereinafter called the "tenderer") has submitted their offer dated.....for the supply of .....  
(hereinafter called the "tender") against the Purchaser's tender enquiry No. ....KNOW ALL MEN by these presents that WE.....of ..... having our registered office at..... are bound unto .....(hereinafter called the "Purchaser)in the sum of .....  
for which payment will 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, 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) If the tenderer 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 (CSIR/Lab) 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 the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto 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 and address of the Bank and address of the Branch.

**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

**BANK GUARANTEE FORM FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ (*name of Purchaser*)  
\_\_\_\_\_ (*address of Purchaser*)  
\_\_\_\_\_ (*name of Contract*)

Gentlemen:

In accordance with the provisions of the Purchase Order no. \_\_\_\_\_, dated \_\_\_\_\_, M/s \_\_\_\_\_, (*name and address of Supplier*) (hereinafter called "the supplier") shall deposit with \_\_\_\_\_ (*name of Purchaser*) a bank guarantee to guarantee his proper and faithful performance under the said Clause .... of the Contract in an amount of (*amount of guarantee* \* \_\_\_\_\_ (*in words*)).

We, the \_\_\_\_\_ (*bank or financial institution*), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ (*name of Purchaser*) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding \_\_\_\_\_ (*amount of guarantee*)\* \_\_\_\_\_ (*in words*).

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 (*name of Purchaser*) 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 remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until \_\_\_\_\_.

Yours truly,  
Signature and seal:  
Name of bank/  
financial institution:  
Address:  
Date:

\_\_\_\_\_ An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

Format of the Integrity Pact

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

### Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

### Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors.

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS(A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.

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

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

#### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

#### Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & On behalf of the Principal)

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

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

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

\_\_\_\_\_

Witness 2:

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

## Annexure-L

*This tender document could be used by the Labs/ Institutes as a model document. In case of discrepancy, if any between the tender documents and the CSIR Manual, the latter shall prevail. The contents of the model tender document may be altered suitably by the Labs./ Institutes to suit their specific needs .This model tender document will ensure transparency and remove all ambiguities. It is expected that if this document is used by Labs and institutes, it may prove beneficial. The Labs are free to modify \_document depending upon the need and requirement within the sprit and frame work of this document and for any major change in the document at lab./institute level, CSIR Hq. can be consulted.*

## INVITATION FOR BIDS / NIT

1. Director, \_\_\_\_\_, India invites sealed bids from manufacturers, their distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below.

S.No.	Tender No.	Description of items	Quantity	Single/ Double bid	Bid Security (EMD) (in Indian Rupees)

2. Interested Bidders may obtain further information from the office of the Controller of Stores & Purchase/Stores & Purchase Officer\_\_\_\_\_.
3. Each complete set of bidding document may be purchased by any interested bidder on submission of a written application to the above office and upon payment of a non-refundable and non-transferable fee of Rs. 300.00 in the form of a Demand Draft in favour of The Director, \_\_\_\_\_, payable at \_\_\_\_\_ during office hours on all working days up to \_\_\_\_\_ either in person or by post. Alternatively, the bidding documents can be downloaded directly from our website \_\_\_\_\_ free of cost. The bids must reach this office on or before \_\_\_\_\_ up to \_\_\_\_\_ hours (IST) and shall be opened on \_\_\_\_\_ at \_\_\_\_\_ hours. (IST)
4. A Pre-bid Conference will be held \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ hours (IST). All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach \_\_\_\_\_ latest by \_\_\_\_\_
5. All bids must be accompanied by a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
6. The Director, \_\_\_\_\_ reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

### **CHAPTER 1** **INSTRUCTIONS TO BIDDER**

## Table of Contents

Sl. No.	Contents
1.1.	Eligible Bidders
1.2.	Cost of Bidding
1.3.	Fraud and Corruption
1.4.	Cost of Bidding Documents
1.5.	Content of Bidding Documents
1.6.	Clarification of bidding documents
1.7.	Amendment of Bidding Documents
1.8.	Language of Bid
1.9.	Documents Comprising the Bid
1.10.	Bid form and price schedule
1.11.	Bid Prices
1.12.	Bid Currencies
1.13.	Documents Establishing Bidder's Eligibility and qualifications
1.14.	Documents Establishing Goods' Eligibility And Conformity to Bidding Documents
1.15.	Bid Security
1.16.	Period of Validity of Bids
1.17.	Format and Signing of Bid
1.18.	Submission, Sealing and Marking of Bids
1.19.	Deadline for Submission of Bids
1.20.	Late Bids
1.21.	Withdrawal, substitution and Modification of Bids
1.22.	Opening of Bids by the Purchaser
1.23.	Confidentiality
1.24.	Clarification of Bids
	1.25.
	Preliminary Examination
1.26.	Responsiveness of Bids
1.27.	Non-Conformity, Error and Omission
1.28.	Examination of Terms & Conditions, Technical Evaluation
1.29.	Conversion to Single Currency
1.30.	Evaluation and Comparison of bids
1.31.	Comparison of Bids
1.32.	Contacting the Purchaser
1.33.	Post qualification
1.34.	Negotiations
1.35.	Award Criteria
1.36.	Purchaser's right to vary Quantities at Time of Award
1.37.	Purchaser's right to accept any Bid and to reject any or all Bids

- 1.38. Notification of Award
- 1.39. Signing of Contract
- 1.40. Order Acceptance
- 1.41. Performance Security

## A. Introduction

### 1.1. Eligible Bidders

1.1.1 This Invitation for Bids is open to all suppliers.

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.

### 1.2. Cost of Bidding

1.2.1 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. Fraud and corruption:

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:

"corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“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, noncompetitive levels; and

“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;

- 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;

## B. The Bidding Documents

### 1.4. Cost of Bidding Documents

- 1.4.1 Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids/NIT or alternatively, the bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost.

### 1.5. Content of Bidding Documents

- 1.5.1 The goods 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 have been divided into 8 chapters as under:

Chapter 1	:	Instructions to Bidder (ITB)
Chapter 2:		General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
Chapter 3 :		Schedule of Requirements
Chapter 4:		Specifications and Allied Technical Details
Chapter 5	:	Price Schedule Forms
Chapter 6	:	Qualification requirements
Chapter 7	:	Contract Form
Chapter 8	:	Other Standard Forms comprising:
		(a) Bidder Information Form
		(b) Manufacturer’s Authorization Form (MAF);
		(c) Bid Security Form
		(d) Performance Statement form
		(e) Deviation Statement Form;
		(f) Service Support details;
		(g) Bid form
		(h) Performance Security Form;
		(i) Acceptance Certificate Form
		(j) Integrity pact

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 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC) . The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

1.7. Amendment of Bidding Documents

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

1.7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before 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* in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser.

**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 of GOI makes it mandatory under Rajbhasha Abhniyam 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 all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9. Documents Comprising the Bid

1.9.1 The bid prepared by the Bidder shall include:

- (a) Bidder Information Form

- (b) Bid security as specified in the Invitation to Bids.
- (c) Service support details form;
- (d) Deviation Statement Form;
- (e) Performance Statement Form;
- (f) Manufacturer's Authorization Form.
- (g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (h) Bid form.
- (i) Documents establishing goods eligibility and conformity to bidding documents.
- (j) Applicable Price Schedule Form.
- (k) DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

1.10. Bid form and price schedule

1.10.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

1.11. Bid Prices

1.11.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

(a) For Goods manufactured within India

- (i) The price of the goods quoted Ex -works including taxes already paid.
- (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
  - a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
  - b. 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 place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission charges, if any.
- (iv) The installation, commissioning and training charges including any incidental services, if any

- 1.11.3 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, 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
- 1.11.5 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
- 1.11.6 The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty at a concessional rate is leviable.
- 1.12. Bid Currencies
- 1.12.1 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.
- 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 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 that doesn't manufacture the goods it offers to supply shall submit to Manufacturers' Authorization Form (MAF) 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 shall not be accepted
- 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 Priced- 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
- 1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders , the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
- 1.15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 1.15.3 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:
- (a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised/Scheduled Indian bank; or

- (b) Fixed Deposit receipt pledged in favor of the Lab./Institute.
  - (c) A Banker's cheque or demand draft in favour of the purchaser issued by any Nationalised/Scheduled Indian bank.
- 1.15.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 15.11 are invoked.
- 1.15.5 The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.6 While Bid security (EMD) is a requirement, the Director of the Lab./Instt may grant exemption of Bid security to some specific parties having sound credentials and are of national/international repute.
- 1.15.7 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order which ever is later, without any interest.
- 1.15.8 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/BC.
- 1.15.9 The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.
- 1.15.10 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 1.15.11 The bid security may be forfeited:
- (a) If a Bidder withdraws or amends 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 a 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.
- 1.16. 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 cable, telex, 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 in single envelop or in two parts as specified in the Invitation for Bids.

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

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

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

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

#### Submission and sealing of Bids

1.18. Submission, Sealing and Marking of Bids

1.18.1 The bidders may submit their duly sealed bids generally by post or by hand.

1.18.2 In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelop.

1.18.3 In the case of bids invited on two part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.9.1 excepting for h & j and the priced bid in two separate envelopes duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.

1.18.4 (a) The inner and outer envelopes shall be addressed to the Purchaser indicated in the SCC.

(b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before \_\_\_\_\_" to be completed with the time and date as specified in the invitation for bids.

1.18.5 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.

1.18.6 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the TOC without disclosing the price.

1.19. Deadline for Submission of Bids

1.19.1 Bids must be received by the Purchaser at the address specified in Invitation for bids not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

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

1.20. Late Bids

1.20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

1.20.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.21. Withdrawal, substitution and Modification of Bids

1.21.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 17 and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 19.

1.21.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

### E. Opening and Evaluation of Bids

#### 1.22 Opening of Bids by the Purchaser

- 1.22.1 The Purchaser will open all bids one at a time in the presence of Bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.
- 1.22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 1.22.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price

schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

- 1.22.4.1 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 1.22.4.2 Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.

### 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 publication of the Contract Award.
- 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

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

### 1.25. 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 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) Bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;
  - (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

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

## 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 Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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.

## 1.27. 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 nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.27.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 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 evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 1.28.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the Bid.

1.29. Conversion to Single Currency

- 1.29.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate

notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website could also be used by the purchaser.

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 shall be permitted.

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

For goods manufactured in India.

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning and training charges including incidental services, if any.

For goods manufactured abroad

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.
- (iv) The installation, commissioning and training charges including 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.

a) 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 the 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 stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Incoterms 2000 as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR Labs/Institutes or Headquarters.
- 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.
- 1.31.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 1.30.
- 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 13.
- 1.33.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 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
- 1.34.1 There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.
- 1.35. Award Criteria
- 1.35.1 Subject to ITB Clause 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.
- 1.36. Purchaser's right to vary Quantities at Time of Award

1.36.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

1.37. Purchaser's right to accept Any Bid and to reject any or All Bids

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

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 will discharge its bid security.

1.39. Signing of Contract

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

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

1.40. Order Acceptance

1.40.1 The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 15.9 of ITB.

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

1.41. Performance Security

- 1.41.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted..
- 1.41.2 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.
- 1.41.3 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.
- 1.41.4 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.
- 1.41.5 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents. Or
  - (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
  - (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.
- 1.41.6 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.
- 1.41.7 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.
- 1.41.8 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 confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

## CHAPTER 2

### CONDITIONS OF CONTRACT

#### A. GENERAL CONDITIONS OF CONTRACT

##### Table of Contents

Sl. No.	Clause
2.1.	Definitions
2.2.	Contract Documents
2.3.	Fraud and Corruption
2.4.	Joint Venture, Consortium or Association
2.5.	Scope of Supply
2.6.	Suppliers' Responsibilities
2.7.	Contract price
2.8.	Copy Right
2.9.	Application
2.10.	Standards
2.11.	Use of Contract Documents and Information
2.12.	Patent Indemnity
2.13.	Performance Security
2.14.	Inspections and Tests
2.15.	Packing
2.16.	Delivery and Documents
2.17.	Insurance
2.18.	Transportation
2.19.	Incidental Services
2.20.	Spare Parts
2.21.	Warranty
2.22.	Terms of Payment
2.23.	Change Orders and Contract Amendments
2.24.	Assignment
2.25.	Subcontracts
2.26.	Extension of time
2.27.	Penalty Clause
2.28.	Termination for Default
2.29.	Force Majeure
2.30.	Termination for insolvency
2.31.	Termination for Convenience
2.32.	Settlement of Disputes
2.33.	Governing Language
2.34.	Applicable Law

- 2.35. Notice
- 2.36. Taxes and Duties
- 2.37. Right to use Defective Goods
- 2.38. Protection against Damage
- 2.39. Site preparation and installation

## 2.1. Definitions

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

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

## 2.2. Contract Documents

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

## 2.3 Fraud and Corruption

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" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
- (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

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

## 2.4 Joint Venture, Consortium or Association

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

## 2.5. Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

## 2.6. Suppliers' Responsibilities

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

2.7 Contract price

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

2.8 Copy Right

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

2.9. Application

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

2.10. Standards

2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and 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. Patent Indemnity

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any

patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

### 2.13 Performance Security

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

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

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

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

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

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

- 2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 2.13.8 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case
- 2.14. Inspections and Tests
- 2.14.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.
- 2.14.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 2.14.3 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 Purchaser.
- 2.14.4 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.
- 2.14.5 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.
- 2.14.6 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.

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

2.14.8 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.

#### 2.15. Packing

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

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

#### 2.16. Delivery and Documents

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

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

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

#### 2.17. Insurance

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

- 2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.
- 2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- 2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
- 2.18. Transportation
- 2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.
- 2.18.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.
- 2.19. Incidental Services
- 2.19.1 The supplier may be required to provide any or all of the services, if any, specified in SCC.
- 2.20. Spare Parts
- 2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

- (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.21. Warranty

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

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

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

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

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

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

2.21.6 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

2.22. Terms of Payment

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

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

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.

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

2.23. Change Orders and Contract Amendments.

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

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

(b) The method of shipping or packing;

(c) The place of delivery; and/or

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

(e) The delivery schedule.

2.23.2 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 asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

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

2.24. Assignment

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

2.25. Subcontracts

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

2.26. Extension of time.

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

2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely

duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of 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.

2.27. Penalty clause

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value 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.

2.28. 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; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

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 is to be forfeited;
- b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- c) however, the supplier shall continue to perform the contract to the extent not terminated.

2.29. Force Majeure

2.29.1 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.

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

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

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

2.30. Termination for Insolvency

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

2.31. Termination for Convenience

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

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

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

2.32. Settlement of Disputes

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

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

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

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

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

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

2.32.5 Notwithstanding any reference to arbitration herein,

(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.

2.33. Governing Language

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

2.34. Applicable Law

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

2.35. Notices

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

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

2.36. Taxes and Duties

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

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

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

2.37. Right to use Defective Goods

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

2.38. Protection against Damage

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

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

2.39. Site preparation and installation

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

#### 2.40 Integrity Pact

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

IP also envisages Panel of Independent External Monitors (IEMs) which shall be provided/recommended by CSIR/its labs and institutes & approved by CVC.

The SCC shall specify whether there is a need to enter into a separate integrity pact or not. The model format of integrity pact (IP) is at annexure k.

## B. SPECIAL CONDITIONS OF CONTRACT

(The Lab./institute may write any special conditions in the contract, as per its specific requirement. However the following Special Conditions of Contract (SCC) shall act as a general guideline and 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)

### Table of Contents

<u>Sl. No.</u>	<u>GCC Clause</u>
(i)	GCC 1.1(1)
(ii)	GCC 1.1(m)
(iii)	GCC 13.1
(iv)	GCC 14.1
(v)	GCC 14.1
(vi)	GCC 15.2
(vii)	GCC 16.1
(viii)	GCC 16.3
(viii)	GCC 17.1
(ix)	GCC 19.1
(x)	GCC 21.3
(xi)	GCC 21.5
(xii)	GCC 22.1
(xiii)	GCC 27.1
(xiv)	GCC 27.1
(xv)	GCC 34.1
(xvi)	GCC 35.1

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.

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

GCC 2.1(l)	The Purchaser is: <i>[Insert complete legal name of the Purchaser]</i>
GCC 2.1 (m)	The Final Destination is: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
GCC 2.13.1	The amount of the Performance Security shall be: <i>[insert % of the contract value ]</i>
GCC 2.14.1	<p>The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows :</p> <p>After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.</p> <p>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.</p> <p>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.</p> <p>Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.</p> <p>Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipments built. 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.</p> <p>The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.</p> <p>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.</p> <p>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.</p>

GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <ol style="list-style-type: none"> <li>a. Each package should have a packing list within it detailing the part No.(s), description, quantity etc.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
CC 2.16.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <p>For Goods manufactured within India</p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.</p> <ol style="list-style-type: none"> <li>(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;</li> <li>(b) Packing list;</li> <li>(c) Certificate of country of origin;</li> <li>(d) Insurance certificate, if required under the contract;</li> <li>(e) Railway receipt/Consignment note;</li> <li>(f) Manufacturer's guarantee certificate and in-house inspection certificate;</li> <li>(g) Inspection certificate issued by purchaser's inspector,</li> </ol> <p>if any and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p>Note: 1.The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)</p> <p>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</p>

	<p>(Xvii) For Goods manufactured abroad</p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX.</p> <p>(Xviii) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;</p> <p>(Xix) Packing list;</p> <p>(XX) Certificate of country of origin;</p> <p>(XXi) Manufacturer's guarantee and Inspection certificate;</p> <p>e) Inspection certificate issued by the Purchaser's Inspector, if any;</p> <p>f) Insurance Certificate, if required under the contract;</p> <p>g) Name of the Vessel/Carrier;</p> <p>h) Bill of Lading/Airway Bill;</p> <p>(XXii) Port of Loading;</p> <p>j) Date of Shipment;</p> <p>k) Port of Discharge &amp; expected date of arrival of goods and</p> <p>l) Any other document(s) as and when required in terms of the contract.</p> <p>Note: 1.The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)</p> <p>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</p>
GCC 2.16.3	<p>In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road.</p> <p>In case of supplies from abroad, the mode of transportation shall be by Air/ocean.</p> <p><i>(Delete the ones which are not applicable)</i></p>
GCC 2.17.1	<p>The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.</p>
GCC 2.19.1	<p>The incidental services to be provided are as under:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> <p>The cost shall be included in the contract price.</p>
GCC 2.21.3	<p>The period of validity of the Warranty shall be: <i>[insert number]</i> days</p>

2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in ( _____ ) [currency of the Contract Price] in the following manner:</p> <p>(XXiii) On Shipment: ____ ( ) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16.</p> <p>(XXiv) On Acceptance: ____ ( ) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation &amp; commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.</p> <p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the operer i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be establishe4d after deducting the agency commission payable if any, to the Indian agent from the FGOB/FCA value.</p> <p>Payment for Goods and Services supplied from India:</p> <p>Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:</p> <p>(XXV) On shipment : ____ ( ) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 16.1</p> <p>(ii) On Acceptance: The remaining ____ ( ) 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.</p>
GCC 2.27.1	The penalty shall be: <i>[insert number]</i> % per week or part of a week towards late delivery and towards delay in installation and commissioning.
GCC 2.27.1	<p>The maximum amount of liquidated damages shall be: <i>[insert number]</i>%</p> <p>The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.</p> <p><i>(Strike out whichever is not applicable)</i></p>
GCC 2.34.1	The place of jurisdiction is _____.
GCC 2.35.1	<p>For <u>notices</u>, the Purchaser's address is</p> <p>Attention: <i>[ insert full name of person and designation]</i></p> <p>Location: <i>[insert full address]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address : <i>[insert e-mail address, if applicable]</i></p>
GCC 2.40	<p>The integrity pact has to be/not to be signed.</p> <p><i>(Retain whichever is applicable)</i></p>

## Chapter 3

### Schedule of Requirements

*(Notes for internal use only)*

- 3.1 The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule. 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.
- 3.2 The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Chapter 5. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 1.36.
- 3.3 The date or period for delivery should be carefully specified, taking into account
- (a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the **Incoterms** rules (i.e., EXW, or CIF, CIP, FOB, FCA terms – that “delivery” takes place when goods are delivered to the carriers), and
  - (b) 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 and allied Technical details

- 4.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:
- (a) The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Purchaser.
  - (b) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
  - (c) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
  - (d) Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer is not permitted,. When other particular standards or codes of practice are referred to in the TS, whether from India or from other countries, a statement should follow that other authoritative standards that ensure at least a equivalent quality, than the standards mentioned in the TS, will also be acceptable.
  - (e) Reference to brand names and catalogue numbers must be avoided .
  - (f) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
    - (a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
    - (b) Detailed tests required.
    - (c) Other additional work and/or Related Services required to achieve full delivery/completion.
    - (d) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.
    - (e) List of detailed functional guarantees required to be covered by the Warranty and the specification of the penalty to be applied in the event that such guarantees are not met.

- (g) The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate.
- (h) When the Purchaser requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.
- (i) Specifications should aim at procuring the latest technology and avoid procurement of obsolete goods. Specifications should have emphasis on factors like efficiency, optimum fuel/power consumption, use of environmental-friendly materials, reduced noise and emission levels, low maintenance cost etc. Further, the specifications should not be too restrictive as the aim should be to attract reasonable number of competitive Tenderers.
- (j) The specifications must not contain any brand name, make or catalogue number of a particular manufacturer and if the same is unavoidable due to some compelling reasons, it should be followed by the words "or equivalent".
- (k) All dimensions incorporated in the specifications shall be indicated in metric units.
- (l) Wherever necessary, the written specifications should be supplemented with drawings for additional clarity etc.

## Chapter 5

### Price Schedule Forms

*This format may be drawn by the labs as per the tender requirements. However an indicative structure of the Price Schedule Forms is provided hereunder for reference.*

#### Table of Contents

<u>Sl. No.</u>	<u>Clause</u>
5.1.	Price schedule for Goods being Offered from abroad
5.2.	Price schedule for Goods offered from India

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**

Name of the Bidder \_\_\_\_\_  
 No. \_\_\_\_\_

**TENDER**

1	2	3	4	5	6*		7*		8*		9*
Sl. No.	Item Description	Country of origin	Unit	Quantity	Unit price		Total price (5x6)		Charges for Insurance & transportation to port/place of destination		Total price (7+8) CIF
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)			
									Ocean	Air	

**Note:**

currency \_\_\_\_\_

(a) Indian agents name & address \_\_\_\_\_

(b) Installation, commissioning & training charges, if any \_\_\_\_\_

(c) Cost of Spares \_\_\_\_\_  
 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 22.1 of GCC.

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

Total Bid price in foreign

in words.

Signature of Bidder

Name

Business

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA**

Name of the Bidder \_\_\_\_\_  
 No. \_\_\_\_\_

**Tender**

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of origin	Unit	Quantity	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	VAT & other taxes like excise duty payable, if contract is awarded	Packing & for warding up to station of dispatch, if any	Charges for inland transportation, insurance up to Lab./Instt.	Installation, Commissioning And training Charges, If any

Total Bid price in foreign currency \_\_\_\_\_  
 in words.  
 Signature of Bidder

Name \_\_\_\_\_

Address \_\_\_\_\_

Note :

- (a) The cost of optional items shall be indicated separately.
- (b) Cost of Spares \_\_\_\_\_

Business

## Chapter 6

### *Qualification requirements*

#### (Pre-Qualification/Eligibility Criteria)

(Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. The qualification requirements should be judiciously chosen so as not to stifle competition amongst potential bidders depending upon the requirements, these may be modified, changed, replaced or new conditions added.)

- (a) Financial Capability: The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s)]*
- (b) Experience and Technical Capacity: The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*
- (c) Usage Requirement: The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*
- (e) The bidder shall furnish documentary evidence to demonstrate that the bidder satisfies the bidders' eligibility criteria.
- (f) 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". The MAF must be enclosed with the technical bid. Such equipments 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 Bid Opening.
- (g) The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current EXIM policy of the Govt. of India are registered with DGS&D.
- (h) To maintain sanctity of tendering system one Indian agent cannot represent two different foreign principals in one tender.

## Chapter 7

### Contract form

Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

THIS CONTRACT AGREEMENT is made

the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by \_\_\_\_\_ [ *insert complete name and address of Purchaser* ] (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:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall 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) Special Conditions of Contract
  - (c) General 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)]*
3. 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.
  4. 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.
  5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Council of Scientific & Industrial Research

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

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

For and on behalf of the Supplier

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

## *Chapter 8*

### Other standard forms

#### Table of Contents

Sl. No.	Name
1.	Bidder Information Form
2.	Manufacturers' Authorization Form
3	Bid Security Form
4.	Performance Statement Form
5.	Deviation Statement Form
6.	Service Support Detail Form
7.	Bid Form
8.	Performance Security Form
9.	Acceptance Certificate Form

## 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]*

Page 1 of \_ \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
(l) 6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address

**MANUFACTURERS' AUTHORIZATION FORM**

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

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

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

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

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide 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 21 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 of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**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 enquiry No. \_\_\_\_\_

KNOW ALL MEN by these presents that WE \_\_\_\_\_  
of \_\_\_\_\_ having our registered office at  
\_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called  
the "Purchaser")

In the sum of -----

For which payment will 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, 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:-

2. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
3. 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 upto 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

**PERFORMANCE STATEMENT FORM**  
**(For a period of last 3 years)**

**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 delivery as per contract	Date of actual completion of delivery.	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactorily? (Attach a certificate from the purchaser/Consignee)	Contact person alongwith Telephone No., FAX No. and e-mail address

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

Place :

Date :

**DEVIATION STATEMENT FORM**

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

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

NOTE:

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

**SERVICE SUPPORT DETAIL FORM**

Sl. No.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Address, Telephone Nos. , Fax Nos and e mail address

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

Place :

Date :

## Bid Form

a) *[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.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, 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]*;
- b)
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 and GCC Clause 13 for the due performance of the Contract;
- c)
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (k) 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.
- (l) 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]*  
 d)

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]*

e) Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Acceptance certificate form**

No.

Dated:

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Certificate of commissioning of equipment (Computer/Server, etc.)

1. 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 Lab./Instts. \_\_\_\_\_
- (e) Actual date of receipt of consignment by the Lab./Instts. \_\_\_\_\_
- (f) Scheduled date for completion of installation/commissioning \_\_\_\_\_
- (g) Actual date of completion of installation/commissioning \_\_\_\_\_
- (h) Penalty for late delivery (at Lab./Instts. level) Rs. \_\_\_\_\_
- (i) Penalty for late installation (at Lab./Instts. level Rs. \_\_\_\_\_

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

Sl. No.	Description	Amount to be recovered
---------	-------------	------------------------

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

or

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

- (a).....
- (b) .....
- (c).....
- (d).....

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier

Signature.....  
Name.....  
Designation.....  
Name of the firm.....  
Date.....

For Purchaser

Signature.....  
Name.....  
Designation.....  
Name of the Lab./Instt.....  
Date.....

## **Glossary Of Terms Commonly Used In Stores & Purchase Functions**

AAR	Abstract Asset Register
ACASH	ASSOCIATION OF CORPORATION & APEX SOCIETY OF HANDLOOM
AD	Authorized Dealer
Admin	Administration
AMC	Annual Maintenance Contract
API	Application Programming Interface
AWB	Airway Bill
BC	Bankers cheque
BG	Bank Guarantee
B/L	Bill of Lading
BS	Bid security
BIS	Bureau of Indian standards
BPR	Business Process Reengineering
CA	Sanctioning Authority
CAG	Comptroller and Auditor General of India
CD	Compact Disk
CIF	Cost Insurance Freight
COSP	Controller of Stores & Purchase
COTS	Commercial Off The Shelf
CPF	Contributory Provident Fund
CPWD	Central Public Works Department
CRC	Central Receipt Cell
CS	Comparative Statement
CFR	Cost & Freight
CIF	Cost Insurance & Freight
COFA	Controller of Finance & Accounts
COA	Controller of Administration
CPT	Carriage Paid To
CIP	Carriage and Insurance Paid to
CSIR	Council of Scientific and Industrial Research
CTC	Certified True Copy
CTE	Chief Technical Examiner
CV	Curriculum Vitae
CVC	Central Vigilance commission
CVO	Chief Vigilance Officer
DA	Dealing Assistant
DA	Dearness Allowance
DAF	Delivered at Frontier
DES	Delivered Ex. Ship
DEQ	Delivered Ex Quay
DDU	Delivered Duty unpaid

DDP	Delivered Duty paid
DD	Demand Draft
DDO	Dealing Disbursing Officer
DO	Drawing officer
DGS&D	Directorate General of Supply and Disposal
DIR	Divisional Inventory Record
DMIS	Document Management Information System
DP	Decision Package
DSR	Daily Stock Register
DTP	Desk top Publishing
DU	Divisional Unit
DVD	Digital Video Disk
EC	Engineering Cell
EOI	Expression of Interest
ECF	External Cash Flow
ECS	Electronic Clearing System
EIS	Executive Information System
EMD	Earnest Money Deposit
EXIM	Export & import
EXW	Ex. works
ERP	Enterprise Resource Planning
ESD	Engineering Services Division
ESTB	Electronic Stamped Tender Box
F&A	Finance & Accounts
F&AO	Finance and Accounts Officer
FD	Fixed Deposit
FOR	Free on Rail
FOB	Free on board
FDD	Foreign Documents Division
FIFO	First In First Out
FCA	Free Carrier
FAS	Free alongside Ship
FOB	Free on Board
FP	Function Point
FPS	Foot-Pound-Second System of Measurement
FVC bill	Fully Vouched Contingent bill
GB	Gigabytes
GLP	Good Laboratory Practices
GMP	Good Manufacturing Practices
GB CSIR	Governing Body CSIR
GDA	Gross Deposits and advances
GFR	General Finance Rules
GOI	Government of India
Govt.	Government
GPF	General Provident Fund
GR	Goods Receipt

GCC	General Conditions of Contract
GUI	Graphical User Interface
HIW	Hardware
HOD	Head Of Division
HQ	Head Quarters
HR	High Rates
HRD	Human Resource Department
HTTP	Hyper Text Transfer Protocol
HVAC	Heating Ventilatio0n and Air conditioning
ICR	Issue Control Register
ICT	Information and Communication Technology
IDS	Intrusion Detection System/Server
IEEE	Institute of Electrical and Electronics Engineers
ILP	Inter Lab Projects
ISO	International Standards organization
IMPACT	Integrated Management and Project Accounting
INR	Indian Rupees
I0	Indenting Officer
IP	Integrity Pact
IGM	Import General Manifest
IPR	Intellectual Property Rights
ICC	International Chamber of Commerce
IEMs	Independent External Monitors
ISO	International Standards Organization
IST	Indian Standard Time
IT	Information Technology
ITJ	India Trade Journal
JMS	JAVA Message Service
JS	Joint Secretary
KVIC	Khadi & Village Industries commission
L1	Lowest Quote
L2	Second Lowest Quote
Lab	CSIR Laboratory
LC	Letter of Credit
LRF	Lab Reserve Fund
LTE	Limited Tender Enquiry
LIC	Life Insurance Corporation
LIFO	Last In First Out
LOI	Letter if Intent
LR	Low Rates
LRF	Lab Reserve Fund
LTC	Leave Travel Concession
MAS	Material At Site
MOF	Ministry of Finance
MB	Megabytes
MIS	Management Information System

MLP	Major Lab Projects
NCCF	National Consumer Cooperative Federation
NDC	No Demand Certificate
NIT	Notice Inviting Tenders
NICSI	National Informatics Centre Services Inc.
NTFS	Windows NT File System
OEM	Original Equipment Manufacturer
OLP	Other Lab Projects
OM	Office Memorandum
OB	Objection Book
PAC	Proprietary Article Certificate
PC	Purchase Committee
PAN	Permanent Account Number
PIN	Postal index number
PIC	Pre Indent Conference
PBC	Pre bid conference
PAR	Problem Analysis Report
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PF	Provident Fund
PS	Performance Security
PSU	Public Sector unit
PQ	Pre-qualification
PIR	Personal Inventory Record
PKI	Public Key Infrastructure
PL	Project Leader
PME	Project Monitoring and Evaluation
PO	Purchase Order
PP2002	Purchase Procedure 2002
R&D	Research & Development
R/C	Rate contract
RBI	Reserve Bank of India
RDBMS	Relational Data Base Management System
RFQ	Request for Quotation
RFP	Request for proposal
ROL	Re-Order Level
ROP	Reasonableness of prices
RR	Railway Receipt
SA	Sanctioning Authority
SBC	Specific Brand Certificate
S/W	Software
SCC	Special conditions of Contract
SDC	Standing Disposal Committee
SEICMM	Software Engineering Institute, Capability Maturity Model
SIV	Stores Issue Voucher
SLA	Service Level Agreement

SSI	Small Scale Industries
SMTP	Simple Mail Transfer Protocol
SO	Section Officer
SOP	Standard operating Procedure
STE	Single Tender Enquiry
SOAP	Simple Object Access Protocol
T&PC	Technical and Purchase Committee
T.O	Technical Officer
TOC	Tender opening Committee
TSC	Technical Sub-committee
UNCITRAL	United Nations Commission on International Trade Law