



सीएसआईआर – केन्द्रीय इलेक्ट्रॉनिकी अभियांत्रिकी अनुसंधान संस्थान  
**CSIR-CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE (CEERI)**  
पिलानी-333031, राजस्थान, भारत  
PILANI-333031, RAJASTHAN, INDIA

वेबसाइट/website:-[www.ceeri.res.in](http://www.ceeri.res.in)

GSTIN :08AAATC2716R1ZF

Tender NO-NMC/2020/NIT/01

Date:14.08.2020

**Open tender**

Director, CSIR- Central Electronics Engineering Research Institute, Pilani, Rajasthan invites sealed bids from manufacturers, their authorized distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below:

S. No.	Tender No	Item Details	Quantity	Single/Double Bid	Bid Security (EMD in INR)
1	NMC/2020/NIT/01	Supply, Installation, Testing & Commissioning of Internet Lease Line 100 Mbps		Two Bid	Rs. 84,000 /-

Last date of submission of tender: 03.09.2020 at 3.30 P.M.  
Date of opening: 04.09.2020 at 3.30 P.M.

- Interested Bidders may obtain further information from the website of the institute ([www.ceeri.res.in](http://www.ceeri.res.in)) or Central Public Procurement Portal ([www.etenders.gov.in](http://www.etenders.gov.in)) or office of the Administrative Officer, CSIRCEERI, Pilani-333031, Rajasthan, India, email: [ao@ceeri.res.in](mailto:ao@ceeri.res.in) , contact : +91 1596 252309.
- 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 ₹500/- in the form of a Demand Draft in favour of **The Director, CSIR-CEERI, Pilani** payable at **Pilani** during office hours on all working days up to the date as specified in the critical dates/on central public procurement portal either in person or by post. Alternatively, the bidding documents can be downloaded directly from our website [www.ceeri.res.in](http://www.ceeri.res.in), free of cost. The bids must reach this office on or before (as per critical dates mentioned on CPP Portal) hours (IST) and shall be opened on as per critical dates on CPP Portal.
- Bidders who are submitting their online bids on behalf of their principal should submit proper authorization certificate indicating them to bid for this tender, failing to which the bid will be rejected.
- On demand by CSIR- CEERI, the bidder will have to produce the original document/certificate submitted with the quotation for the purpose of verification, mis-match can lead into rejection at any level of the concerned procurement process.
- The online bids must be uploaded well before the last date & time for submission of online e-tender. Institute will not be responsible for any cause of non-submission of the online bids due to technical fault/ website congestion / Late/ Delay.
- In case, if the bidder is interested in submitting his bid for more than one items, than he should submit all the bids separately clearly indicating the file reference number & particulars of item. Bid should be neatly typed/ computerized on the letter-head of the firm. If any cutting is there, it should be duly certified.
- All bids must be accompanied by a bid securing declaration (EMD declaration) as specified above and must be submitted on or before the date and time indicated above. EMD declaration is attached with this NIT. Bids will be opened online on scheduled date & 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.
- MSE, Make In India and Start-up firms are invited to participate in this e-tender. These firms are exempted from submitting of EMD, if any, and turnover criteria. But they have to comply with the

specifications and technical parameters. The Govt. of India rules are applicable for the MSE, Make in India and Start-up firms.

9. As per Govt. of India procurement policies,
- a) the purchaser intends to give purchase preference to local suppliers\* in case the cost of procurement is up to Rs. 50.00 lakhs.
  - b) The eligibility of the supplier is restricted to Indian Suppliers / there is no restriction on the eligibility of the suppliers.
  - c) The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

\*“Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content of 50% as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Therefore, bidders are requested to submit a certificate from chartered accountant to declare total value (excluding taxes), local content value (excluding taxes), imported content value (excluding custom duties / taxes), their percentage along with supporting documents, otherwise the bid may be summarily rejected.

10. The Director, CSIR-CEERI, reserves the right to accept/ reject any or all tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

**Administrative Officer**

### **Critical Date Sheet**

S. No.	Stage	Date & Time
1	Publish Date & Time	Please refer the date and time published on CPP Portal( <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> )
2	Sale/document Download Start Date & Time	14/08/2020 at 03:30 PM
3	Last Date & time for receipt of queries	21/08/2020 at 02:30 PM
4	Pre-bid Conference, if any	N.A.
5	Bid Submission Start Date & time	14/08/2020 at 03:30 PM
6	Bid Submission End Date & Time	03/09/2020 at 03:30 PM
7	Bid Opening Date & Time	04/09/2020 at 03:30 PM

### **File No.- NMC/2020/NIT/01**

#### **INSTRUCTIONS TO BIDDER FOR SUBMITTING THE ON-LINE BIDS (To be read carefully by the interested bidders)**

1. Tender documents may be downloaded from Central Public Procurement Portal <https://www.etenders.gov.in>. Aspiring bidders who have not enrolled/ registered in e-procurement should enroll/ register before participating through the website <https://www.etenders.gov.in>. The portal enrolled is free of cost. Bidders are advised to go through the instructions provided at “instructions for online bid submission”.
2. Tenderers can access tender documents on the website (for searching in the NIC site <https://www.etenders.gov.in>, kindly go to Tender Search option, select tender type and select Council of Scientific and Industrial Research in organization tab and select CSIR-CEERI, Pilani in department type. Thereafter, click on “Search” button to view all CSIR-CEERI, Pilani tenders). Select appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://www.etenders.gov.in>.
3. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etender.gov.in/eprocure/app>.

#### **REGISTRATION-**

4. Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: <https://etender.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charges.
5. As part of the enrolment process, the bidder will be required to choose a unique username and assign a password for their accounts.
6. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
7. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMundra etc.), with their profile.
8. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
9. Bidder then upload the bid in to the CPP site through the secured log-in by entering their user ID/ password and the password of the DSC/e-Token.

## **SEARCHING FOR TENDER DOCUMENTS-**

10. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
11. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective „My Tender“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
12. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

## **PREPARATION OF BIDS-**

13. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
14. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
15. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS /RAR/ DWF /JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.
16. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents ( e.g PAN card copy, annual reports, auditor certificate etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “ My space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part Technical Bid.

## **SUBMISSION OF ONLINE BIDS-**

17. Bidder should log into the site well in advance for bid submission so that they can upload the online bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.
18. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
19. The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidders should follow this time during bid submission.
20. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

21. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
22. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
23. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
24. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

25. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender of the relevant contact person indicated in the tender.
26. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
27. Tenderer are advised to follow the instructions provided in the „Instructions to the Tenderer for the e-submission of the bids online through the central Public Procurement Portal for e Procurement Portal for e Procurement <https://www.etenders.gov.in>

## **CHAPTER 1**

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## A. Introduction

### 1.1. Eligible bidders

1.1.1 This Invitation for Online bids is open to all suppliers to submit their online bids through <https://etenders.gov.in/eprocure/app>

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 Online bids.

### 1.2. Cost of Online bidding

1.2.1 The bidder shall bear all costs associated with the preparation and submission of its online bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the online 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 online bidders, with or without the knowledge of the purchaser, designed to establish online bid prices at artificial, non competitive 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 Online bidding Documents

### 1.4. Cost of Online bidding Documents

1.4.1 Interested eligible bidders will download the **online bidding documents** from <https://etenders.gov.in/eprocure/appas> indicated in the Invitation for Online bids/e-ender/ e-NIT **at free of cost.**

### 1.5. Content of Online bidding Documents

1.5.1 The goods required, online bidding procedures and contract terms are prescribed in the online bidding documents which should be read in conjunction. The online bidding documents, apart from the **invitation for online bids have been divided into following chapters asunder:**

**Chapter 1:** Instructions to bidder (ITB)

**Chapter 2:** (a) General Conditions of Contract (GCC)

(b) Special Conditions of Contract(SCC)

**Chapter-3:** Forms- (1) Contract form

(2) Acceptance Certificate form

(3) Performance Security form

(4) Integrity pact form (applicable if specifically mentioned)

**Chapter 4:** Schedule of Requirements

**Part-1 (online Technical bid)**

(1) Bidder's information form

(2) Manufacturer's authorization form

(3) Bid securing Declaration/ EMD Declaration form as indicated in thee-tender

- (4) Performance statement form
- (5) Specifications and allied technical details
- (6) Deviation form(technical)
- (7) Service support details form
- (8) Qualification requirements
- (9) Documentary evidence establishing that the bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.
- (10) Documents establishing goods eligibility and conformity to the online bidding documents.
- (11) Valid certificate in case the item under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

**Part-II (online Financial bid)-to be submitted with required captions/markings on it.**

- (1) Financial forwarding letter
- (2) Price schedule form-
  - (a) Goods/services within India
- (3) Deviation form(financial)

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

**1.6. Clarification of online bidding documents**

1.6.1 A prospective bidder requiring clarification, if any, of the Online bidding Documents shall contact the Purchaser through “seek clarification” on Tender Management of Government e-Procurement Portal <https://etenders.gov.in/e procure/app>, as well as also an e-mail to AO should be sent within the stipulated date stated in e-tender.

**1.7. Corrigendum to the Online bidding Documents**

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

1.7.2 Corrigendum, if any, to the online tender will be separately indicated in the e-procurement portal <https://etenders.gov.in/e procure/app>

1.7.3 In case of corrigendum to the e-tender, the Purchaser, at its discretion, may extend the deadline for the submission of online bids.

1.7.4 Before submission of the bids the bidder is required to ensure that corrigendum if any, has to be incorporated in his online bid documents.

**C. Preparation of Online bids**

**1.8. Language of Online bid**

1.8.1 The online bid prepared by the bidder, as well as all correspondence and documents relating to the online bid exchanged by the bidder and the Purchaser, shall be written in English language only especially when the details are technical.

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 Online bid**

1.9.1 The online bid prepared by the bidder shall also include the following documents in the prescribed formats-

- (a) Bidder Information Form



- (b) Online bid security as specified in the Invitation to Online 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 online bid and is qualified to perform the contract if its online bid is accepted.
- (h) Online bid form.
- (i) Documents establishing goods eligibility and conformity to online bidding documents.
- (j) Applicable Price Schedule Form.

#### **1.10. Online bid form and price schedule**

1.10.1 The bidder shall complete the Online bid Form and the appropriate price schedule form furnished in the online 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 required information.

#### **1.11. Online bid Prices**

1.11.1 The bidder shall indicate on the appropriate **price schedule** form, the unit prices and total online 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) GST and other applicable taxes & duty etc. admissible will be payable on the goods if the contract is awarded.
- (iii) Banker's details such as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.
  - 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.

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

1.11.4 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 online bid.

1.11.6 If GST on INR invoice is applicable, then concessional GST Certificate against DSIR Registration will be issued by the Institute.

#### **1.12. Bid Currencies**

1.12.1 Prices shall be quoted in Indian Rupees only for offers received for supply within India.

#### **1.13. Documents Establishing bidder's Eligibility and qualifications**

1.13.1 The bidder shall furnish, as part of his online bid, documents establishing the bidders' eligibility and qualification to perform the contract if the online bid is accepted. The documentary evidence of the bidder's qualification to perform the contract if the online bid is accepted shall establish to the purchaser's satisfaction that;

- (a) The bidder meets the qualification criteria listed in online 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 online 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 Online bids shall not be accepted.

### 1.14. Documents Establishing Goods' Eligibility and Conformity to Online 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 online bidding document, the documentary evidence of conformity of the goods and services to the online 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, pre requisites/ utility materials 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 online 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 online bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### 1.15. Bid Security (BS)/Bid Securing Declaration (BSD) - whichever is applicable

1.15.1 If Bid Security is required then- The bid security should be valid for minimum 45 days beyond the validity of the online bid (i.e. 90 days plus 45 days). Bid Security/ EMD valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser. In case BSD is required then- Bid Securing Declaration/ EMD Declaration shall be in the form given should be attached with the techno-commercial bid documents(online).

1.15.2 In case of non-submission of the appropriate Bid Securing Declaration with the techno-commercial bid, the bid will summarily be rejected.

1.15.3. The firms registered with NSIC, MSE, Start-up, Make in India, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./ Institutions, if any, are exempted from Bid Securing Declaration provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies. The bidder must submit copy of valid registration in the support of the claim in their technical bids, in the absence of same the bid will be rejected.

1.15.4. If the Supplier is selected for giving the Purchase order/ LoI and if they fail to honour the terms & conditions stipulated in it, the Institute may take deemed fit action against it.

1.155 While Bid security (EMD)/Bid Securing declaration should be submitted on the firm's letter head and is a **mandatory requirement**, tenders without bid security/bid securing declaration will be rejected may be read with Para 1.15.9 below.

1.156 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 whichever is later, without any interest.

1.157 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.

1.158 The firms registered with MSME, Make in India, start-up India, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./ Institutions, 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.*

1.159 In case a bidder intimates at the time of tender opening in writing that the bid 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.

1.1510 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 Online bids**

1.16.1 Online bids shall remain valid **for minimum of 90 days** after the date of online bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser.

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. The non-acceptance of same will lead to the rejection of the bid. A bidder granting the request will not be required nor permitted to modify its online bid.

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

1.16.4 The online bids may be submitted as specified in the Invitation for Online bids.

1.16.5 In case the online bids are invited **on two- bid system**, the bidder shall submit the bids in two separate parts. Part –I i.e. **Techno-commercial bid** shall comprise all documents listed under clause relating to Documents Comprising the commercial terms, except price schedule. Part-II i.e., **Price bid** shall contain the comprising of duly filled bid form and price schedules.

1.16.6 The online bid shall be digitally signed by the bidder or a person or persons duly authorized, all pages of the online bid, printed literature/ catalogue/ Brochure / leaflet, shall be initialed by the person or persons signing the online bid.

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

### **D. Submission of Online bids as per e-tender instruction**

#### **1.17. Format and signing of Online bid**

1.17.1 All bidders are requested to go through the “Instructions to bidder for submitting the on-line bids (to be read carefully by the interested bidders)” given in the beginning of this NIT document.

1.17.2 Deadline for Submission of Online bids.

1.17.3 The online bids must be uploaded well before the last date & time for submission of online e tender. Institute will not be responsible for any cause of non-submission of the online bids due to technical fault/ website congestion / Late/Delay.

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

## **E. Opening and Evaluation of Online bids**

### **1.18. Opening of Online bids by the Purchaser**

1.18.1 The Purchaser will open all technical online bid or Part-1 online bid in case of two online bidding system as per the schedule given in invitation for online bids. In the event of the specified date of Online bid opening being declared a holiday for the Purchaser, the Online bids shall be opened at the appointed time on the next working day. In two bid system, the financial online bid shall be opened only after technical evaluation. The evaluation will be made by the concerned user/ Technical Sub Committee/Purchase Committee/Technical & Purchase committee.

### **1.19. Confidentiality**

1.19.1 Information relating to the examination, evaluation, comparison, and post qualification of online 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.

1.19.2 Any effort by a bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the online bids or contract award decisions may result in the rejection of its Online bid and deemed fit action can be initiated by the competent authority.

### **1.20. Clarification of Online bids**

1.20.1 To assist in the examination, evaluation, comparison and post qualification of the online 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 online bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest online 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.

### **1.21. Preliminary Examination**

1.21.1. The Purchaser shall examine the online bids to that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted and if certain clarification is required the same shall be furnished by the bidder without altering the NIT parameters.

1.21.2 The Purchaser shall check that the following documents and information have been provided in the Online bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Online bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;

- (a) All the bids received will first be scrutinized to see whether the bid meet the basic requirements as incorporated in the bid enquiry document. The bid, which does not meet the basic requirements, will be treated as unresponsive and ignored.

The following are some of the important points, for which the bid may be declared as unresponsive and liable to be ignored at initial stage or any point of time of processing:

- (i) The Online bid is unsigned.
- (ii) The bidder is not eligible.
- (iii) The Online bid validity is shorter than the required period / non receipt of proper extension.
- (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 Bid security (BS)/ performance security(PBG).
- (vi) The goods quoted are sub-standard, not meeting the required specification etc.
- (vii) Against the schedule of requirement (incorporated in the e-tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (viii) The Bidder has not agreed to essential condition(s) incorporated in their Bid.
- (ix) The Bidder fails to timely respond to query/ clarification sought by the Purchaser during the bid evaluation.
- (x) Online bid submitted by any bidder, who are not authorized by their OEM will be rejected.

## **1.22. Responsiveness of Online bids**

**1.22.1** Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each online bid to the online bidding documents. For purposes of this clause, **a substantive responsive online bid is one, which confirms to all terms and condition of the online 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 Online 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 online bids.

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

**1.22.3 If an online 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.**

## **1.23. Non-Conformity, Error and Omission**

1.23.1 Provided that an online bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Online bid that do not constitute a material deviation.

**1.23.2 Provided that an online 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 online bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the online bid. Failure of the bidder to comply with the request may result in the rejection of its online bid.**

1.23.3 Provided that the online 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.

1.23.4 Provided that a online 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 online bid submitted shall be ignored and its bid Security may be forfeited.

## **1.24. Examination of Terms & Conditions, Technical Evaluation.**

1.24.1 The Purchaser shall examine the Online 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.

1.24.2 The Purchaser can seek clarification from the supplier on his online bid submitted, for arriving at a clear position; this will be without altering the NIT specifications. To evaluate an Online bid, the Purchaser may constitute a Technical Sub Committee which will use all the factors, methodologies and criteria defined in NIT. In order to arrive at a more clear position, it can also ask for physical or live demonstration of the quoted model from the online bidder. For the demonstration CSIR-CEERI will not bear any monetary/ documentary liability. The venue and date of demonstration will be intimated by the Purchaser.

1.24.3 The Purchaser shall evaluate the technical aspects of the online bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Online bidding Documents have been met without any material deviation or reservation.

1.24.4 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the online bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the online bid.

#### **1.25. Evaluation and comparison of online bids.**

1.25.1 The Purchaser shall evaluate price bid of each responsive technically qualified price bid for the strictly as per NIT requirements/specifications.

1.25.2 In case of optional items/ requirements: - Only those the optional items / requirements will be considered, which will not change the position of Lowest Technically qualified bidders. if any, essential requirements /specifications are quoted by bidders to mislead the evaluation in form of optional items, that will be incorporated for evaluation before arriving at Lowest qualified bidders to bring all at par/ equivalent for fair competition. All expenditure incurring up to handing over the consignment will be taken in to account for evaluation and comparison. The essential requirement will be decided by the Institute strictly on the basis of NIT.

1.25.3 The online bids shall be evaluated on the basis of final landing cost which shall be arrived asunder:

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) GST at concessional rate or/and any other statutory tax/cess/surcharge. which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance, loading, unloading and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning, training and additional warranty (if any) charges including incidental services, if any.

#### **1.26. Comparison of Online Bids.**

All Bids will be compared on the basis of FOR CSIR-CEERI. Bidders are required to quote on FOR CSIR-CEERI basis.

#### **1.27. Contacting the Purchaser**

1.27.1 Subject to ITB Clause 1.24, it must be noted no bidder shall contact the Purchaser on any matter relating to its online bid, from the time of the bid opening to the time the Contract is awarded.

1.27.2 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 online bid.

#### **1.28. Post qualification**

1.28.1 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.

1.28.2 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 Online bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.28.3 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 online bid.

### **F- Award of Contract**

#### **1.29. Negotiations**

1.29.1 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 online bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

### **1.30. Award Criteria**

1.30.1 Subject to ITB Clause 37 the Purchaser will award the contract to the successful bidder whose online bid has been determined to be substantially responsive and has been determined to be the lowest evaluated online bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

### **1.31. Purchaser's right to vary Quantities at Time of Award**

1.31.1 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.

### **1.32. Purchaser's right to accept Any Online bid and to reject any or All Online bids**

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

### **1.33. Notification of Award**

1.33.1 Prior to the expiration of the period of online 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 online bid has been accepted and a **separate purchase order** shall follow through post. Based upon the information provided by the bidder, the Purchase order/ Award letter/ Contract will include acknowledgement, delivery period, payment terms, banker's details & charges, penalty, warranty, installation, commissioning & training.

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

1.33.3 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 online bid security.

### **1.34. Signing of Contract and submission of the PBG**

1.34.1 Promptly after notification, the Purchaser shall send the successful bidder the Agreement/ Purchase Order/contract.

1.34.2 Within twenty-one (21) days of date of the Agreement/ Purchase Order/ contract, the successful bidder shall sign, date, and return it to the Purchaser.

1.34.3 Within 21 days of signing of the contract the Performance security (as specified in the Purchase Order/ LoI/ Agreement) should be submitted by the supplier, which will be confirmed from the issuing bank.

1.34.4 All the Bank Guarantees/ Performance Bank Guarantees/ Extended BG/ PBGs will be verified from the issuing bank before release of any payment.

### **1.35. Order Acceptance/ Acknowledgement**

1.35.1 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 online bid security** is liable to be **forfeited** pursuant to clause 15.9 of ITB.

1.35.2 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 e-tenders irrespective of the value shall be invited from the responding firms after forfeiting the online 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.

### **1.36. Performance Security**

1.36.1 **Within 21 days of receipt of the notification** of award Agreement/ Purchase Order/ contract, the Supplier shall furnish performance security in the amount specified in SCC, **valid till delivery period plus contract period plus 60 days**. 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. *The position for submission of Performance Security will be specified in the purchase order/ LoI/ Contract.* The BS should be kept valid till such time the PS is submitted.

1.36.2 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.

**1.36.3** The Performance Security shall be **denominated in Indian Rupees.**

**1.36.4** 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.**

1.36.5 The **Performance security** shall be in one of the following **forms**, preferably in FDR:-

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

Or,

(b) A Bank guarantee or stand-by Letter of Credit issued by an Indian Nationalized/ Scheduled bank located in the form provided in the online bidding documents.

Or

(c) A Banker's cheque or Account Payee demand draft in favour of the Purchaser.

1.36.6 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.

1.36.7 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 there after.

1.36.8 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 e-tenders irrespective of the value would be invited from the responding firms after forfeiting the online 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

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#### **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 there in.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments there to.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.

- (e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "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 online 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 (same as contained under Para1.3)**

## **2.4 Joint Venture, Consortium or Association**

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

## **2.5. Scope of Supply**

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 online 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;
- (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 claims.

## **2.13 Performance Security: (same as contained under Para 1.37)**

## **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 of 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 (export worthy) 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 mode of transportation shall be as specified in SCC.

## **2.17. Insurance**

Insurance will be borne by the Supplier from their ware house to CSIR-CEERI, Pilani.

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

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

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

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

## **2.18. Transportation**

2.18.1 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.
- (c) The Supplier shall provide the list of consumable or non-consumable spare parts/accessories/optional items clearly indicating whether or not covered under free warranty.

## **2.21. Warranty and AMC**

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 whole contract period after the Goods or any portion thereof as the case may be, have been accepted at the final destination indicated in the SCC. Chapter-4 of the NIT may be noted for further clarification.

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 the 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.

2.21.7 Bidders may note that the, additional cost of warranty, applicable after the standard warranty, should be quoted separately, as it will be included in the final price evaluation.

2.21.8 After completion of warranty period, if Purchaser wishes, he can enter into the Annual/ comprehensive Maintenance Contract.

2.21.9 Bidders are also required to provide the AMC/ CMC (as the case may be) cost in the Price Online bid on annual basis for a period of minimum ten years, this charge will be included in the final price evaluation. In the final award letter/ purchase order/ agreement/ LoI, the AMC/ CMC cost will be mentioned, but will be applicable and payable only after successful completion of warranty period.

## **2.22. Terms of Payment**

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

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

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after *fulfilling all the terms and conditions of the purchase order with requisite supporting documents.*

2.22.4 Payment shall be made in Indian currency only.

### **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 online bid. Such notification, in the original online 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.

### **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 clause or as per the decision of the Competent Authority based upon the merit of the case.

## **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 asunder:

- a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to Delhi International Arbitration Centre(DIAC), New Delhi.
- 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 notices effective date, whichever is later.

### **2.36. Taxes and Duties**

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

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

2.36.3 After implementation of GSTIN, the bills submitted by the bidders should state their own as well as CSIR-CEERI GSTIN and required HSN code in their online quotations, bills and references. While the bills are submitted there should a clear breakup of CGST, SGST and IGST. The bills will be raised in the name of "The Director, CSIR-Central Electronics Engineering Research Institute, Pilani".

2.36.4 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 asunder:

- a) Voltage 230 volts – Single phase/ 415 V 3 phase (+\_10%)
- b) Frequency 50Hz.

### **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 purchaser's 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 model format of integrity pact (IP) is at attached with the Techno-commercial document. Applicability of the IP will be on case to case basis and will be specifically mentioned for compliance. The SCC shall specify whether there is a need to enter into a separate integrity pact or not.

### **Discretion of Director, CSIR-CEERI**

The Director, CSIR-CEERI, reserves the right to accept/ reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

## **B. SPECIAL CONDITIONS OF CONTRACT**

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.

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Special conditions of contract (SCC)

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

GCC 2.1(l) The Purchaser is: **THE DIRECTOR, CSIR-CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE(CEERI), PILANI- 333031 (RAJASTHAN) INDIA.**

GCC 2.1 (m) The Final Destination is: ***NMC ROOM, CSIR-CEERI, PILANI (unless otherwise mentioned in the Purchase Order/ Contract/Work Order/Award Letter)***

GCC 2.13.1 The amount of the Performance Security shall be: ***10% (ten percent) OF THE CONTRACT/ ORDER VALUE VALID FOR DELIVERY PERIOD PLUS CONTRACT PERIOD PLUS TWO MONTHS.***

GCC 2.14.1 The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows:

**PRE-DESPATCH INSPECTION:** 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/ purchaser representative as specified in purchase order, 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.

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

In the event of the ordered item failing to pass the acceptance test, **a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test**, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.

**Manuals together with Drawings:** 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 Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract. **Unless and otherwise agreed**, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.

On **successful completion of acceptability test**, receipt of deliverables, etc. and after the **Successful Commissioning:** 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.

**GCC 2.15.2 The marking and documentation within and outside the packages shall be:**

- a. Each package should have a packing list within it detailing the part No(s), description, quantity etc.
- b. Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
- c. Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.

d. All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.

**GCC 2.16.1 Details of Shipping and other Documents** to be furnished by the Supplier are

**(i) For Goods manufactured within India:**

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

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

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

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

GCC 2.16.3, The mode of transportation shall be by Air/ Rail/ Road- to be specified in quotation.

GCC 2.17.1 The Insurance cost will be borne by the supplier and can be included in the quotation.

GCC 2.19.1 The incidental services (transportation, insurance, installation, training and initial maintenance and other such obligations if any) to be provided are as under:

- 1.
- 2.
- 3.....

The cost shall be included in the contract

GCC 2.21.3 The period of validity of the Warranty shall be: MINIMUM STANDARD WARRANTY ONE YEAR FROM THE DATE OF INSTALLATION/COMMISSIONING/ FINAL ACCEPTANCE BY THE USER. MAXIMUM WARRANTY WILL BE APPLICABLE (IF MENTIONED CATEGORICALLY IN THE E-TENDER DOCUMENTS)

GCC 2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Commercial terms**

GCC 2.23.1 Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:

**Payment may be released by CSIR-CEERI on quarterly basis of Lease Line service on submission of bill by the vendor through RTGS. Vendor must confirm their RTGS details i.e. Name of Bank, Address of Bank, IFSC Code, Account Number, PAN Number etc.**

GCC 2.24.1 In case advance is required by the firm then on request advance up to 30% to the private firm/party can be paid on submitting the equivalent amount of Advance Bank Guarantee (ABG). NOT APPLICABLE.

GCC 2.25.1 In case advance is required by the firm then on request advance up to 40% to the Government firm/party can be paid on submitting the equivalent amount of Advance Bank Guarantee (ABG). NOT APPLICABLE

GCC 2.26.1 Payment terms will be governed by the latest General Financial Rules (GFR).

GCC 2.27.1 The penalty shall be: 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.

GCC 2.27.2 The maximum amount of liquidated damages shall be: 10% of the order value for late delivery and delay in installation and commissioning.  
The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services of the contract/ Purchase Order value.

GCC 2.34.1 The place of jurisdiction/ arbitration is PILANI.

GCC 2.35.1 For notices, the **Purchaser's address is-**  
Kind Attention: **Administrative Officer**  
*Address for correspondence:* **CSIR-CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE,  
PILANI(RAJASTHAN) INDIA, PIN-333031.**  
Telephone: **01596-242539**  
Electronic mail address: [ao@ceeri.res.in](mailto:ao@ceeri.res.in)

GCC 2.40 The integrity pact clause applicable (if the value on Contract/ Purchase Order is Rupees Three Crore or more, and in such cases it will be specifically mentioned in the Award Letter/ Contract/ Purchase Order.)

### CHAPTER-3

#### Contract form (Applicable only to the successful bidder)

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 online bids for certain Goods and ancillary services, viz., [ *insert brief description of Goods and Services* ] and has accepted a Online 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 INR* ] (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 a san integral part of the Contract:
  - (a) This Contract Agreement 133
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier's online 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 there in

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]*

**II- Acceptance certificate form**  
**(Applicable only to the successful bidder)**

(To be filled: when the equipment is installed at Purchaser's site in the presence of supplier's representatives) 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.....	For Purchaser
Name.....	Signature
Designation.....	Designation
Name of the firm.....	Name of the Lab/ Instt
Date.....	Date

**III- PERFORMANCE SECURITY FORM**  
**(Applicable only to the successful bidder)**

To: \_\_\_\_\_ (Name \_\_\_\_\_ of \_\_\_\_\_ Purchaser)  
WHEREAS \_\_\_\_\_ (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2020 to supply \_\_\_\_\_ (Description of Goods and Services) hereinafter called "the Order" AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:  
THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of \_\_\_\_\_ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the sum or sums within the limit of \_\_\_\_\_ (Amount Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified there in.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

**Signature and Seal of Guarantors**

Date  
Address

All correspondence with reference to this guarantee shall be made at the following address:

\_\_\_\_\_

\_\_\_\_\_

(Name & address of the lab)

**Chapter-4 (Part-1: online techno-commercial bid & Part-II: Price online bid)**

**(PART-I)**

Company Seal

**(Online Techno-commercial bid letter- be given on the bidder/ firm's letter head)**

The Director  
CSIR-Central Electronics Engineering Institute,  
Pilani(Raj.), India  
PIN - 303031

**File reference No:** \_\_\_\_\_

**Subject: Submission of Techno-commercial Online bid for** \_\_\_\_\_.

Sir,

Having examined the online bidding documents and agreeing to the terms and conditions including GCC & SCC mentioned in it, we, the undersigned, hereby submit the **Techno-commercial Online bid** for supply of goods and services as per the schedule of requirements and in conformity with the said online bidding documents.

We hereby offer to supply the **technical details** related to the Goods/ Services as sought by the purchaser in this NIT .We do hereby undertake that, in the event of acceptance of our online bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Online bid document and that we shall perform all the incidental services.

In case of any **technical clarification or/ and demonstration** sought by the purchaser to arrive at the clear position, we will provide the same without altering our price online bid and without any monetary/ documentary liability on CSIR-CEERI. On demand by CSIR-CEERI, we shall furnish the original document/ certificate submitted with this online quotation for the purpose

of verification we understand that its mis-match can lead into rejection of our online bid at any level of the concerned procurement process.

We enclose herewith the complete Techno-commercial Online bid in the prescribed e-tender format as per your requirement. This includes:

- (1) Techno-commercial Online bid Letter
- (2) bidder's information form
- (3) Manufacturer's authorization form
- (4) Online bid securing declaration/ EMD declaration form
- (5) Performance statement form
- (6) Specifications and allied technical details
- (7) Deviation form(technical)
- (8) MSE, NSIC certificate, if applicable
- (9) Documents indicating Make in India, Startup firms
- (10) Service support details form
- (11) Qualification requirements
- (12) Documentary evidence establishing that the online bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.
- (13) Documents establishing goods eligibility and conformity to the online bidding documents.
- (14) Statement for deviations from financial terms and conditions.

We agree that our online bid validity is for a period of **Ninety (90) days** from the date fixed for opening of the online bid documents and that we shall remain bound by a communication of acceptance within that time. If desired by CSIR- CEERI we will be extending the same without any change in the Price-bid.

We have carefully read and understood the terms and condition of the online bid document and we do hereby undertake to supply as per these terms and conditions. The Technical Deviations are only those mentioned in the statement of deviation from technical terms and conditions. We have enclosed the check-list.

We do hereby undertake, that until a formal work order is prepared and executed, this online bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

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>

All corrections/ deletions should invariably be duly attested by the person authorized to sign the online bid

document). Dated this day of\_\_ Signature of bidder

Details of enclosures

Full Address:  
Telephone No.:  
Telegraphic Address:  
E-mail:

COMPANY SEAL



## **Check List- (Techno-commercial Online bid) Part-I**

Information furnished in requisite formats is correct and updated-

S.No.	Document	Enclosed with the online bid (Yes/ No)	If yes, Page Nois-
1.	bidder's information form		
2.	Manufacturer's authorization form		
3.	Online bid securing declaration/ EMD Declaration		
4.	Performance statement form		
5.	Specifications and allied technical details		
6.	Deviation form (technical)		
7.	Service support details form		
8.	<u>Qualification Requirements-</u>		
(a)	Documentary evidence establishing that the bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.		
(b)	Documents establishing goods eligibility and conformity to the online bidding documents		
(c)	Valid registration certificate in case the item(s) under procurement fall(s) under the restricted category of the current export-import policy of government of India (if applicable)		
9.	Statement for deviations from technical terms and conditions.		
10.	<u>Techno-commercial Capability:</u>		
(a)	Copy of the Last Audited Balance Sheet of the company		
(b)	Income Tax Registration Certificate/ PAN No. and latest Income Tax Clearance Certificate		
(c)	Proof of Manufacturer's authorization  Photocopy of Warranty Service Provider Agreement between the manufacturer and the Service Provider.		
(d)	Details of Local service centers (Nearest place to the Purchaser)		
(e)	Photocopy duly attested of valid Certificate of Authorization issued to the bidder by OEM, if quoting on their behalf.  Please note that only one bidder for one OEM will be acceptable. Bids with subletting of authorization will be rejected.		

11.	<u>Experience and Technical Capacity:</u>		
(a)	Performance statement in enclosed format: Past experience towards supply of <b>similar</b> Scientific equipment/service in other CSIR Labs/ Institutions/ Govt. org./ Govt. research Laboratory/ Govt. University/ Autonomous body/ PSU / Govt. Academics with contact detail & address .		
(b)	Client list with contact detail, responsive phone No., e-mail & address		
(c)	Product range of <b>similar</b> Scientific Equipment/ service for research and development process.		
(d)	Copies of relevant work orders		
(e)	Details of supplies of identical or similar equipment/service made to other CSIR labs/ Institutions for the preceding three years together with price eventually or finally paid.		
12.	Any other relevant information such as Blacklisting or banning by any government entity etc.		

Date & Signature of authorized person  
Company seal

### **Technical Online bid Forms**

*(To be carefully filled by the interested bidders and to be enclosed with the techno-commercial online bid)*

List of standard forms-

Table of Contents

Sl. No. Name

1. bidder Information Form
2. Manufacturers' Authorization Form
3. Online bid Security Form
4. Performance Statement Form
5. Specifications and allied technical details Form
6. Deviation Statement Form
7. Service Support Detail Form
8. Qualification Requirements (Pre-qualification criteria)

## 1. Bidder Information Form

*(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 and signed by the authorized person)*

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

e-tender No.: *[insert number from Invitation for online bids]*

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>
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 clause 4.1 and 4.2.

Signature of bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

## 2. MANUFACTURERS' AUTHORIZATIONFORM

*[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 Online bid Submission]*  
e-tender No.: *[insert number from Invitation For Online 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 online 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]*

3. **ONLINE BID SECURING DECLARATION / ERNEST MONEY DEPOSIT(EMD)  
DECLARATION FORM  
(To be submitted on the firm's Letter Head)**

**Bid-Securing Declaration Form**

*(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)*

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

Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We, The undersigned, declare that:

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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

**4. PERFORMANCE STATEMENT FORM (Past Performances)**  
**(For a period of last 3 years)**

Name of the Firm.....

Order placed by (Address of the Purchase)	Order No. and date	Description And quantity of the ordered equipment/ service	Value of the order	Date of completion of the delivery as per contract	Date of actual completion of delivery	Remarks of late delivery, if any	Has the equipment/service been performing satisfactory? (Documentary evidence)	Details of the Contact person (phone fax, email etc)

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

Place:

Date:

## Annexure-I

### 5. (A) Specifications and allied Technical details Form

#### Detailed Specifications for Internet Lease Line Service

##### Internet Lease Line at CSIR-CEERI Institute, Pilani

CSIR-Central Electronics Engineering Institute, Pilani intends to hire 100 Mbps dedicated uncompressed symmetric Internet Bandwidth (1:1) Connectivity through leased line (redundant fully fibre optic) with assured bandwidth of 100 Mbps World Wide for its location i.e. CSIR-CEERI Institute, Pilani.

For, Internet services like Email, internet browsing (downloading and uploading), Web hosting, electronic exchange of documents and drawings, video conferencing & internet faxes, etc. The termination of the last mile connection is to be made in NMC Server Room of the above said location i.e. at the CSIR-CEERI Institute, Pilani.

##### Requirements and specification

The following technical requirement shall be compiled with:

Item No.	Item Name	Particulars	Compliance	Deviation
1.	Type of connectivity	100 Mbps (1:1) dedicated Uncompressed & Unshared Internet Lease Line. Last mile delivery on fiber.		
2.	Capacity	Internet Leased Line: 100 Mbps		
3.	Non shared on exclusive basis	1:1 Uncompressed and unshared		
4.	Uptime guarantee	99%		
5.	Bandwidth guarantee	98%		
6.	Packet Loss	< 2%		
7.	Latency	Less than 50 milli second from the respective CSIR-CEERI router to the first hop of the service provider.		
8.	Period	Two years		
9.	Public IP Pool	8 IP (IPV4) Address		
10.	Last Mile	Last mile connection from the PoP of the service provider to CSIR-CEERI should be high available and of Fiber or any other media. Note: To ensure PoP level redundancy Ring Topology to be used for connectivity.		
11.	Dedicated Symmetric	Dedicated Symmetric Internet bandwidth by peering with local POP of bidder to CSIR-CEERI. The bidder		

	Internet Bandwidth	must guarantee availability of 1:1 bandwidth on their backbone at CSIR-CEERI from their peering PoP up gateway router.		
12.	Delivery	Duration for commissioning of the link after placement of the PO: Within 30 days.		
13.	Hardware for Termination	<ul style="list-style-type: none"> <li>a) Mux/Modem hardware required to be provided by ISP.</li> <li>b) Supplied hardware should be included in the services and it will be the property of the ISP only.</li> <li>c) Maintenance of Hardware supplied by ISP will be the responsibility of ISP only.</li> </ul> <p>Note: CSIR-CEERI will provide the layer 3 switch or router. ISP fiber connectivity terminated at Fiber modules of Router/Layer 3 Switch.</p>		
14.	Diagram and Charts	<ul style="list-style-type: none"> <li>a) Networking diagram between client, ISP and Gateway.</li> <li>b) Bar chart indicating the proposed schedule of completion.</li> </ul>		
15.	Performance Reports and Support	<ul style="list-style-type: none"> <li>a) Performance Reports through online portal: Real Time, Hourly, Daily, Weekly and Monthly</li> <li>b) Helpdesk Support (with preferably trouble ticketing/toll free number): 24 X 7 X 365</li> <li>c) Mandatory provision of onsite support, as and when required.</li> <li>d) Complete escalation Matrix from day one.</li> <li>e) Mean Time To Restore: 4 hours. To be calculated on monthly basis.</li> <li>f) Single point of contact for service requirements such as ordering, implementation, operations, troubleshooting and billing.</li> </ul>		
16.	Services	Internet Router port at ISP Gateway for required bandwidth		
17.	Liasoning	Liasoning with DOT/others for obtaining point to point connectivity		



		between ISP node and our desired locations within the committed time frame.		
18.	Configuration	Configure the Hardware (Modem/Router etc.) and software cost of this should be included in the pack. Routers will be configured by user		
19.	Installation	Installation and commissioning of the link with appropriate wiring. Cost of this should be included in the package.		
20.	Warranty	Warranty for the contract period.		
21.	DNS Services	The ISP should provide DNS services including reverse Lookups.		
22.	Layout Plan	A comprehensive Fiber Layout plan will be submitted along with the Technical Proposal. The Layout plan must show the end to end connectivity of Fiber cable from ISP to CSIR-CEERI desired locations using map.		

**Note:**

**Penalty Clause: In case of any degradation of service noticed at any point during the agreement period, the penalty conditions will be applied as per the Purchase rules which are mentioned below.**

S. No.	Downtime	Penalty in % on quarterly bill
1.	Greater than or equals to 99.0%	0
2.	98.0% to 99.0%	2
3.	97.0% to 98.0%	5
5.	96.0% to 97.0%	10
6.	95.0% to 96.0%	15
7.	Less than 95.0 %	20

Calculation of Actual Uptime % = (Actual Uptime Hours / Total Uptime hours) X 100 Definition: Total Uptime hours = No of days in month X 24

Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month Example:

In the Month of May total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:

Total Uptime hours = 31 X 24 = 744

Actual Uptime Hours = 744 – 7 = 737 Actual Uptime % = (737/744) X 100 = 99 %

This above calculation will be done quarterly according to days in respective months.

**B. Allied Technical Details-**

S.N.	Allied technical details	bidder's response
1.	Product catalogues/user manual/other informative material/sketches/drawings etc.	Enclosed (Yes/No) (Ensure that it should be up to date and page numbered)
2.	Country of origin,	
3.	Port of shipment	
4.	Banker's details	
5.	Free Warranty/Guarantee for a period of	
6.	Extended Warranty/Guarantee for a period of	
7.	Installation , commissioning & training	
8.	Details of service provider for after sales/complaints etc.	
9.	AMC including Visits & breakdown visits	
10.	Comprehensive AMC including Visits & breakdown visits and spares	
11.	Details of accessories (if any)	
12.	List of non-consumables (if any)	
13.	List of consumables (if any)	
14.	Any other relevant detail	

**8. DEVIATION STATEMENTFORM**

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

e-tender Clause/ specifications	Deviation	Remarks (including justification)

Place:

Date:

**Signature and seal of the Manufacturer/ bidder**

**NOTE:**

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

## 9. SERVICE SUPPORT DETAIL FORM

Sl. No.	Nature of training imparted	List of similar type equipments serviced/service imparted in past three years	Details of the Contact person fax, phone, email etc.

\*Documentary evidence should be enclosed.

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

Place:

Date:

## 10. Qualification requirements

### (Pre-Qualification/ Eligibility Criteria)

(a) **Techno-commercial Capability:** The bidder shall attach **documentary evidences** that it meets the following financial requirement(s):

- i. Copy of the Last Audited Balance Sheet of the company
- ii. Income Tax Registration Certificate/PAN No. and latest Income Tax Clearance Certificate
- iii. Proof of Manufacturer's authorization
- iv. Photocopy of Warranty Service Provider Agreement between the manufacturer and the Service Provider.
- v. Details of Local service centers (Nearest place to the Purchaser)

(b) **Experience and Technical Capacity:** The bidder shall attach the documentary **evidences** to demonstrate that it meets the following experience requirement(s):

- i. Performance statement in enclosed format: Past experience towards supply of **similar** Scientific equipment/service in other CSIR Labs/ Institutions/ Govt. org./ Govt. research Laboratory/ Govt. University/ Autonomous body/ PSU/ Govt. Academics with contact detail & address.
- ii. Client list with contact detail, responsive phone No., e-mail & address
- iii. Copies of relevant workorders
- iv. **Details of supplies of identical or similar service made to other CSIR labs/ Institutions for the preceding three years together with price eventually or finally paid.**

(c) **Usage Requirement:** (By the Purchaser)- The bidder shall attach documentary evidence to demonstrate that the GOODS it offers meet the usage requirement.

(d) The bidder should be a manufacturer/ authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s)/service similar to the type specified in the "Technical Specification". The MAF must be enclosed with the technical online bid. Such equipments/service 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 online bid Opening.

(e) The bidders/ suppliers quoting directly on behalf of their OEMs for items appearing in the restricted list of the current EXIM policy of the Govt. of India are registered with statutory body.

(f) To maintain sanctity of e-tendering system one bidder cannot represent two different OEM in one e-tender.

## **PART-II**

### **Financial Online bid Forms**

**(On the Letter Head of the firm submitting the Online bid Document) (to be submitted in a separate envelope mentioning the details on it)**

List of standard forms-

- (1) Financial Online bid Letter
- (2) Price Schedule-
  - (i) For abroad items
  - (ii) For indigenous items
- (3) Statement for deviations from financial terms and conditions.

### **1. Financial Online bid Letter**

The Director,  
CSIR-Central Electronics Engineering Research Institute  
Pilani(Raj.),INDIA  
Pin No.333031

**e-tender Reference No:**

**File reference No:**

**Subject: Price Online bid for\_\_\_\_\_.**

Sir,

Having examined the online bidding documents and having submitted the technical online bid for the same, we, the undersigned, hereby submit the Financial Online bid for supply of goods and services as per the schedule of requirements and in conformity with the said online bidding documents.

We hereby offer to supply the Goods/ Services at the prices and rates mentioned in the Financial Online bid.

We do hereby undertake that, in the event of acceptance of our online bid, the supply of Goods/ Services shall be made as stipulated in the schedule to the online bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including installation and commissioning charges in the CSIR-Central Electronics Engineering Research Institute, Pilani or its units.

We also accept that after qualifying the techno-commercial (Part-I) bid, our Price bid (Part-II) will be considered to be opened. We accept the price evaluation criteria as under-

- (i) Price of the item/equipment and accessories along with standard warranty+
- (ii) Price of quoted additional warranty charges+
- (iii) price of quoted AMC/CMC charges

will be taken to evaluate the LQ-1, wherein the PBG will be applicable for clause (i) and for the clause (ii) and (iii) the rates will be freed and their payment will be made after completion of their period/duration/obligations.

We enclose herewith the complete Financial Online bid in the prescribed e-tender format as per your requirement in accordance with provisions contained under Para 1.11. This includes:

- (1) Price Schedule- (Enclose whichever is applicable)
- (i) Price Schedule for Goods in INR

(2) Statement for deviations from financial terms and conditions.

We agree to abide online bid by our offer for a period of **Ninety days (90)** days from the date fixed for opening of the online bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and condition of the online bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviation from financial terms and conditions.

We do hereby undertake, that until a formal work order is prepared and executed, this online bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

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>

All corrections/deletions should invariably be duly attested by the person authorized to sign the online bid

document). Dated this day of \_\_ Signature of bidder

Details of enclosures

Full Address:  
Telephone No.:  
Telegraphic Address:  
E-mail:

COMPANY SEAL

## 2. Price Schedule

Component wise Rates Price Quoted (in Rs.)		For CSIR-CEERI, Pilani
S.NO	Item	Prices in Rs.
1.	Fixed Charges (One Time Charges) (Installation, Commissioning, Testing etc.)	Rs. In Words:
<b>Price per year (valid for two years) (100 Mbps 1:1 Dedicated Internet leased line)</b>		
2.	Recurring service charges including detection and mitigation services & support for two years	Rs. In Words:
3.	Taxes GST- (Please Specify)	Rs. In Words:
4.	Total (S.no. 1 + 2 +3)	Rs. In Words:
	Price for one year without One Time Charges and taxes	Rs. In Words:

Name & Signature of the Company with Seal