



सी. एस. आई. आर. मद्रास कॉम्प्लेक्स
CSIR MADRAS COMPLEX
(वैज्ञानिक और औद्योगिक अनुसंधान परिषद)

Council of Scientific & Industrial Research)

TARAMANI, CHENNAI – 600 113, INDIA

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यूनिट / Unit: सीईईआरआई/CEERI

INVITATION FOR BIDS

Through e-Procurement

निविदा के लिए निमंत्रण INVITATION TO TENDER

File No. **A3/CMC/84975/24/EE**

Date: 13.11.2025

To:

M/s. SIMCO Global Technology & Systems Ltd,
14, Bhawani Kunj,
Vasant Kunj,
New Delhi- 110070.
Phn: 26899867
E-mail: contact@simcoglobal.com

Last Date for Submission of Quotation	27.11.2025 at 3.00 pm
Date for Tender Opening	28.11.2025 at 3.00 pm

Sir,

Sub: Request for quotation – Procurement of THz Photomixer

Please submit your online bid with complete specifications and brochure/literature showing the delivery period etc., through CPP Portal (<https://etenders.gov.in/eprocure/app>) The tender is invited for submission of quotation for Supply of THz Photomixer on proprietary basis.

Sl No.	Brief description of the material(s)	QTY	Single/ Double bid	Bid Security (BS) / EMD
1.	THz Photomixer PCA-FD-1550-130-RX-3 With Rh: InGaAs photoconductive chip and bow-tie antenna for coherent detection of CW THz radiation <u>Specification:</u> • Photoconductor for coherent detection of CW THz radiation • With Rh: InGaAs photoconductive chip and bow-tie antenna • With integrated SM/PM fiber pigtail, 1.3m length • Dynamic range of terahertz power (in conjunction with a suitable emitter, e.g. waveguide-integrated photodiode): >100 dB @ 100 GHz, > 80dB @ 500 GHz	1 No.	Single Stage single Envelope System Bid (single Bid System)	Rs. 45,000/- (Rupees: Forty-Five Thousand Only) or BSD (Bid Securing Declaration). Bid without BS/EMD or BSD will summarily be rejected as per procedure.

The bidder may obtain further information from the CPP Portal (<https://etenders.gov.in/eprocure/app>). Alternatively, the tender documents may also be downloaded from our website <https://www.csircmc.res.in> at free of cost. However, all the bids are to be submitted online only on the CPP Portal (<https://etenders.gov.in/eprocure/app>).

TERMS & CONDITIONS:

1. All bids must be accompanied with BS/EMD (Bid Security / Earnest Money Deposit) as specified above in the table or BSD (Bid Securing Declaration) as per Annexure - V. The BS/EMD must be submitted either through online (E-Payment) or Post/Courier (A/c Payee DD/ Banker's Cheque / Bank Guarantee/ FDR) on or before the due date & time as indicated above. Bids will be opened online only on the specified date and time. Scanned copy of documents in support of BS/EMD or BSD and UTR Reference w.r.t online payment towards BS/EMD should be uploaded along with the Bid Document in CPP Portal. In the event of the date specified for opening of bids being declared as a closed holiday for Purchaser's Office, the opening of bids will be the following working day at the appointed time. The Bids received without BS/EMD or BSD will summarily be rejected.
 - 1.1.1 **Note:** A/c Payee DD/ Banker's Cheque/ Bank Guarantee/ FDR etc in original towards BS/EMD should be reached CSIR Madras Complex (Office of Stores & Purchase Dept.) on or before the due date and time for submission of bids as indicated above. The above referred original documents should be submitted in sealed cover with concerned CSIR Madras Complex Tender Reference (CPPP Tender Reference) & CPPP Tender ID and with due date and opening date.
 - 1.1.2 The Bidder shall furnish, as part of its bid, a Bid Security) BS/EMD (for an amount as specified in the Invitation for Bids). The BS/EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder. The BS/EMD shall be submitted in the form of an **Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee** issued from any of the scheduled commercial bank in India. In case of imports, the BS/EMD shall be submitted **in equivalent foreign exchange amount issued/ confirmed** from any of the scheduled commercial bank in India or in INR by their Indian Counterpart/Agent in an acceptable form, and so on, safe guarding the purchaser's interest in all respects. The Bid Security, in the form of BG/TDR, is normally to remain valid for a period of 45 (Forty-Five) days beyond the final bid validity period. Bid Security (DD/FDR/BC/NEFT) should be in favour of **"CEERI Chennai,"**. Bid Security (Bank Guarantee) should be in f/o **"The Co-ordinating Director, CSIR Madras Complex, Chennai. MSE Bidders, Start-ups and the Firms** registered with concerned Ministries/ Departments are exempted from submission of Bid Security/ EMD upon submission of necessary proof of documents in this regard. In place of BS/EMD, the bidder/s shall sign a **Bid Securing Declaration (BSD)** as per **Annexure-V** accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of time specified in the request for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with the Procuring Entity i.e CSIR Madras Complex(CMC), Chennai. The Bids received without BS/EMD or necessary BSD will summarily be rejected as per procedure.
- 1.2 Bidders those are currently registered with the purchaser or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD .In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details .Except for MSEs, this exemption is valid for the trade group up to the monetary value of registration only .The MSEs are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them . Further firms who are having Udyog Aadhar Memorandum / UDAYAM are entitled to all benefits available for MSEs under the Public Procurement Policies for MSEs and can get registered with any of the following agencies:
 - a. District Industries Centre
 - b. Khadi and Village Industries Commission
 - c. Khadi and Village Industries Board
 - d. Coir Board
 - e. National Small Industries Corporation

- f. Directorate of Handicraft and handloom and
- g. Any other body specified by the Ministry of MSME

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

1.2.1 The **Eligibility, Purchase Preference and Other Conditions** as detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, issued by Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME) dated: 23rd March 2012 amended time to time and Order No. P45021/2/2017-PP(BE-II) dated: 16th Sep 2020 issued by DPIIT, Ministry of Commerce & Industries, Govt of India i.r.o Public Procurement (Preference to Make in India) shall be applicable in addition to other conditions mentioned in this Tender Document. Bidder/s is/are mandatory to indicate whether they are MSEs/Start-ups as per **Annexure-V** – Certificate w.r.t Micro, Small & Medium Enterprises (MSMEs)]. Bidder/s shall duly fill in and submit **Annexure-XIII** – Certificate w.r.t Local Content % w.r.t Class of Supplier & **Annexure-III** w.r.t Manufacturer's Authorization Form for further evaluation of bid (If the authorized Agent/ Dealer submits bid on behalf of Manufacturer/ OEM, the authorized Agent/Dealer should submit tender specific Manufacturer's Authorization Certificate/Form). The Purchase preference and other conditions as detailed in OM No. F.1/4/2021-PPD dt. 18-5-2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India shall be applicable in addition to other conditions mentioned in the tender document.

1.3 The bidders offering imported products shall fall under the category of **Non-Local Suppliers**. They can't claim themselves as **Class-I Local Supplier (Minimum 50% Local Content)** / **Class-II Local Supplier (Minimum 20% Local Content)** by claiming the services such as transportation, insurance, installation, commissioning, training and after sales support like AMC/CMC etc. profit, warehousing, marketing, logistics, freight etc. as local value additions as per OM No. P45021/102/2019- BE-II-Part (1) (E-50310) dt. 04th March 2021 issued by DPIIT, Ministry of Commerce & Industries, Government of India.

1.4 **Price:** Tenderer/Bidder should submit their quotation for **F.O.R., CSIR Madras Complex, Chennai** to facilitate the proper evaluation

1.4.1 **Freight & Insurance:**

The insurance shall be for an amount equal to 110% of goods as per P.O value to the port / place of destination from "Warehouse to Warehouse (final destination)" on "All risk basis" including strikes, riots and civil commotion etc.

1.4.1.1 **Insurance:**

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 should 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 in the event of the delay.

1.4.1.2 **Transportation:**

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

1.4.2 **Eligibility in case of Land Border Sharing Countries:**

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the **Competent Authority i.e. Registration Committee** constituted by the Dept for Promotion of Industry & Internal Trade (DPIIT) as per OM No.F.No.6/18/2019-PPD dt. 23rd July 2020. In this connection, the Bidder is strictly instructed to duly fill in **Land Border Sharing Certificate**

for further evaluation of bid.

- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [Applicable for Works contracts, including Turnkey contracts only] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

1.4.3 PAYMENT:

100% payment will be made by e-Payment after supply and satisfactory acceptance of materials and subject to receipt of 5% PBG (Performance Bank Guarantee) towards **Performance Security @ 5% of Contract/PO value for a period of warranty (Kindly refer Annexure-XI for Performance Security Format) + 60 Days / 2 months.**

- Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish Performance Security (PS) as specified that should valid till 60 days after the warranty period.

- 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.
- The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.
- 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.
- The Performance security shall be in one of the following forms :
 - (a) A Bank Guarantee or Stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India
 - (b) A Fixed Deposit Receipt (FDR) pledged in favour of **“The Co-ordinating Director, CSIR Madras Complex, Chennai”**.
- 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, without levy of any interest.
- In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

~~• The Purchaser is registered with Dept .of Scientific & Industrial Research, Govt .of India for purpose of availing Customs Duty exemption in terms of Notfn. No. 51/96 Customs dt. 23-07-1996, Notfn. No. 47/2017 Integrated Tax (Rate) dt. 14-11-2017 and Notfn. No. 45/2017 Central Tax (Rate) dt. 14-11-2017, Notfn. No. 45/2017 Union Territory Tax (Rate) dt. 14-11-2017, as per amended from time to time. However, CSIR CEERI UNIT, CSIR Madras Complex will pay **full GST as applicable** as the case may be as per Notification No. 11/2022 Central Tax (Rate), Integrated Tax (Rate) and Union Territory (Rate) dt.13-07-2022 of Ministry of Finance (Department of Revenue), Government of India.~~

- The performance security must be received within 21 days from the date of award of PO. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS) as per procedure. Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained.
- Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then bidder should advise the Banker issuing the Bank Guarantee to immediately send by Registered Post with A.D. an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

- 1.5 **DELIVERY:** The ordered material(s) is/are required to be delivered within 4 weeks or before from the date of placement of the Purchase Order. Hence, kindly specify the shortest possible delivery schedule.
- 1.6 **COUNTRY OF ORIGIN:** Kindly mention the country of origin and the country from where the goods will be finally shipped.
- 1.7 **VALIDITY:** Offer/Bid should be submitted with minimum validity of 90 days.
- 1.8 **WARRANTY:** One year from the date of Supply and our final acceptance. Requested warranty period should be mentioned.

- 1.9 Tenderer/Bidder should furnish the detailed specifications of the material(s) offered. Relevant technical literature, descriptive catalogue, brochure and pamphlet if any, should be attached along with the offer.
- 1.10 The Principal/OEM (Original Equipment Manufacturer) or the Authorized Indian Agents or the Dealer as the case may be to ensure the installation & demonstration within **seven days of receipt of the item/s at CSIR Madras Complex** through the consultation including dispatch of items/equipment with the user division. In case of failure on the part of the supplier, free replacement of any defective items or equipment should be done by the party without any financial implication to CSIR Madras Complex.
- 1.11 The acceptance of the quotation will rest with the Co-ordinating Director, CSIR Madras Complex, Chennai, India, who does not bind himself/ herself to accept the lowest quotation and reserves the right to himself/ herself to reject or accept, partially or all the quotations received, without assigning any reason.
- 1.12 All the Rules, Instructions, Guidelines, Terms & Conditions of CSIR-INDIA and Government of India w.r.t Supply of Goods & Services as amended from time to time is applicable to this tender.
- 1.13 **LIQUIDATED DAMAGES:** Timely supply is the essence of stipulation in the delivery period of our purchase order, for our requirements have got direct bearing with time targeted Research & Development work. By any measure, if there is any delay in delivery of the ordered material(s) or any incidental services, Liquidated Damages-LD shall be 0.5% of the prices of any portion of stores or incidental services delivered late, for each week or part thereof of delay. The total damages (LD) shall not exceed 10% of the value of delayed goods.
- 1.14 **Performance Security (PS):** Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish Performance Security (PS)/ Performance Bank Guarantee (PBG) in the amount specified in P.O. i.e. 5% of Total Value of PO. PBG/PS should valid till 60 days after the warranty period (**Kindly refer Annexure-XI for Performance Security Format**).
- 1.15 **OEM/Authorized Dealer/Agents of supplier or Quotation received from dealer/agents for items not manufactured by them.**
- 1.15.1.1 Except in case of Commercially-Off-The-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product as per formats given in SBD. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer. In the tender, either the offer from a manufacturer or its authorized dealer can be considered as valid.
- 1.15.1.2 In case of large contracts, especially capital equipment, the manufacturer's authorization must be insisted upon on a tender specific basis, not general authorization/dealership, by so declaring in the bid documents clearly.
- 1.15.1.3 In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned. In case multiple orders are required to be placed against a bid for different components of an equipment/system, the bidder needs to submit the MAF from the respective OEMs.
- 1.15.1.4 Conflict of Interest among Bidders/Agents A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- 1.15.1.5 They have controlling partner (s) in common; or

- 1.15.1.6 They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- 1.15.1.7 They have the same legal representative/agent for purposes of this bid; or
- 1.15.1.8 They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- 1.15.1.9 Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- 1.15.1.10 In cases of agents quoting in procurements, on behalf of their principal manufacturers (OEM), one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry (*refer CVC (CTE) No.12-02-6- CTE/SPI (1)-2, dated January 13, 2012*). One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
The principal manufacturer directly or through one Indian agent on his behalf; and Indian/foreign agent on behalf of only one principal
- 1.15.1.11 A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- 1.15.1.12 In case of a holding company having more than one independent manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

1.

Yours faithfully,

**Controller of Stores & Purchase
For & behalf of CSIR Madras Complex**

CHAPTER – 2

GENERAL CONDITIONS OF CONTRACT (GCC)

Contents of Chapter 2

Sl. No.	Clause
2.1.	Definitions
2.2.	Contract Documents
2.3.	Code of Integrity
2.4.	Joint Venture, Consortium or Association
2.5.	Scope of Supply
2.6.	Suppliers' Responsibilities
2.7.	Contract price
2.8.	Copy Right
2.9.	Application
2.10.	Standards
2.11.	Use of Contract Documents and Information
2.12.	Patent Indemnity
2.13.	Performance Security
2.14.	Inspections and Tests
2.15.	Packing
2.16.	Delivery and Documents
2.17.	Insurance
2.18.	Transportation
2.19.	Incidental Services
2.20.	Spare Parts
2.21.	Warranty
2.22.	Terms of Payment
2.23.	Change Orders and Contract Amendments
2.24.	Assignment
2.25.	Subcontracts
2.26.	Extension of time
2.27.	Liquidated Damages Clause
2.28.	Termination for Default
2.29.	Force Majeure
2.30.	Termination for insolvency
2.31.	Termination for Convenience
2.32.	Settlement of Disputes
2.33.	Governing Language
2.34.	Applicable Law
2.35.	Notice
2.36.	Taxes and Duties
2.37.	Right to use Defective Goods
2.38.	Protection against Damage
2.39.	Site preparation and installation
2.40.	Import and Export Licenses
2.41.	Risk Purchase Clause
2.42.	Option Clause
2.43.	Integrity Pact
2.44.	Order Acceptance
2.45.	Purchase Preference

2.1 Definitions

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) “SCC” means the Special Conditions of Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “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 item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (m) “Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this order or by the competent Ministries / Departments in pursuance of this order.
- (n) “Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
- (o) 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 Stores & Purchase Officer, on behalf of the Co-ordinating Director, CSIR Madras, Taramani, Chennai – 600113, INDIA as specified in SCC.
- (p) “The final destination,” where applicable, means the place named in the SCC.
- (q) e-procurement portal would mean www.etenders.gov.in
- (o) For definitions regarding terms in Make in India please refer to order no P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India and any amendment / revisions thereof.

- (p) For definitions regarding terms in MSE refer MSE order 2012 and amendments and revisions thereof.
- (q) For registration of bidders quoting for products from countries that share land border with India refer to Order No.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.

2.2 Contract Documents

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

2.3 Code of Integrity

- 2.3.1 Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bids documents or contract, if the purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:
- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
 - d) Provisions in addition to above:
 - 1) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - 2) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - 3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible

2.4 Joint Venture, Consortium or Association

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

2.5 Scope of Supply

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

2.6 Suppliers' Responsibilities

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

2.7 Contract price

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

2.8 Copy Right

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

2.9 Application

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

2.10 Standards

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

2.11 Use of Contract Documents and Information

- 2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Patent Indemnity

- 2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) The installation of the Goods by the Supplier or the use of the Goods in India; and
 - (b) The sale in any country of the products produced by the Goods.
- 2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.13 Performance Security

- 2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security

in the amount specified in SCC, valid till 60 days after the warranty period.

- 2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.
- 2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 2.13.5 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.
 - (Or)
 - (b) NEFT / RTGS to the account of CSIR CEERI
- 2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 2.13.8 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 2.13.9 **Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.**

2.14 Inspections and Tests

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

2.15 Packing

- 2.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be

sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

2.16 Delivery and Documents

- 2.16.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 2.16.2 The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of dispatch, then the bidder is free to engage the services of any other Airlines.

2.17 Insurance

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

2.18 Transportation

- 2.18.1 ~~Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.~~
- 2.18.2 ~~Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall~~

~~be included in the Contract Price.~~

- 2.18.3 The Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.19 Incidental Services

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

2.20 Spare Parts

- 2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.21 Warranty

- 2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 2.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 2.21.3 Unless otherwise specified in; the SCC the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port of place of loading in the country of origin, whichever period concludes earlier.
- 2.21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 2.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 2.21.6 If having been notified, the Supplier fails to remedy the defect within reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser if the warranty replacement are to be imported it should be supplied on DDP basis.

2.22 Terms of Payment

- 2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.
- 2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment,
- 2.22.4 Payment shall be made in currency as indicated in the contract.

2.23 Change Orders and Contract Amendments

- 2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:
- (a) Increase or decrease in the quantity required, exercise of quantity opinion clause;
 - (b) Changes in schedule of deliveries and terms of delivery;
 - (c) The changes in inspection arrangements;
 - (d) Changes in terms of payments and statutory levies;
 - (e) Changes due to any other situation not anticipated;
- 2.23.2 No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.
- 2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.24 Assignment

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

2.25 Subcontracts

- 2.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract. The sub-contracts should also be in consonance with the land border regulations as specified in the tender.

2.26 Extension of time.

- 2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty

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

2.27 Liquidated Damages

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

2.28 Termination for Default

- 2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
- (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 and ITB clause on code of integrity in competing for or in executing the Contract.
- 2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:
- (a) The Performance Security is to be forfeited;
 - (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
 - (c) However, the supplier shall continue to perform the contract to the extent not terminated.

2.29 Force Majeure

- 2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any

reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30 Termination for Insolvency

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

2.31 Termination for Convenience

- 2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.32 Settlement of Disputes

- 2.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.32.2 If, after Twenty-One (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
 - (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- 2.32.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 2.32.5 notwithstanding any reference to arbitration herein,

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

2.33 Governing Language

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

2.34 Applicable Law

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

2.35 Notice

- 2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.
- 2.35.2 A notice shall be effective when delivered or on the notice's effective date, which ever is later.

2.36 Taxes and Duties

- 2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed.
- 2.36.2 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
- 2.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 2.36.4 **All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) (TDS on GST) wherever applicable.**
- 2.36.5 ~~GST — If the supply is within India, this institute is eligible for concessional GST as per Notification No.45/2017 & 47/2017 dt 14.11.2017 by Ministry of Finance.~~

2.37 Right to use Defective Goods

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

2.38 Protection against Damage

- 2.38.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:
- (a) Voltage 230 volts – Single phase/ 415 V 3 phase ($\pm 10\%$)
 - (b) Frequency 50 Hz.

2.39 Site preparation and installation

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

2.40 Import and Export Licenses

- ~~2.40.1 If the ordered materials are covered under restricted category of EXIM policy in India the Vendor/ Agent may intimate such information for obtaining a necessary license in India.~~
- ~~2.40.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped /sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.~~

2.41 Risk Purchase Clause

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

2.42 Option Clause

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

2.43 Integrity Pact

- 2.43.1 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.
- 2.43.2 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

2.44 Order Acceptance

- 2.44.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB.

2.45 Purchase Preference

- 2.45.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to small and medium enterprises and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements under Preference to

Make in India Order 2017. Bidders desirous of submitting of their bids in accordance with the Make in India Policy of GOI must submit an Affidavit of self-certification regarding minimum local content as per the format enclosed with the bidding documents.

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 2.1.1(l)	The Purchaser is: The Co-ordinating Director, CSIR Madras Complex, CSIR Road, Taramani, Chennai - 600 113, INDIA,
GCC 2.1.1(m)	<u>The Final Destination is:</u> CEERI Unit, CSIR Madras Complex, CSIR Road, Taramani, Chennai - 600 113, INDIA Telephone: 044 2254 4508/ 2254 4526 Email address: spo.cmc@csir.res.in
GCC 2.13.1	The amount of the Performance Security shall be 5% of the contract value. Applicable
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/ sticker 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: Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email. (a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> Description and specification of the goods, quantity, unit price, total value; Original Invoice duly pre-receipted with revenue stamp for value above Rs.5,000/- (b) Delivery Challan / Packing list; (c) Insurance certificate, if required under the contract; (d) Railway receipt/Consignment note; House Airway bill copy Original; (e) Bill of Export; (f) Manufacturer's guarantee certificate and in-house inspection certificate; (g) Inspection certificate issued by purchaser's inspector, if any; (h) Operation Manual, Service and Maintenance Manual in English (Hard Copy / Media) (i) All required drivers and media for software installation if any, with appropriate licenses. (i) Any other document(s) as and when required in terms of the contract.
GCC 2.16.1	Note: 01. 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). 02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses
GCC 2.16.3	The mode of transportation shall be by Road/Courier/Air/Multimodal.
GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the F.O.R Destination, CSIR – CMC, Chennai value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
GCC 2.21.3	The period of validity of the Warranty shall be Minimum One (1) Year(s) from the date of installation and acceptance.
GCC 2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
GCC 2.22.1	The payment shall be made in Indian Rupees, as follows: 100% Payment will be released after receipt of the material in good condition, our final acceptance & submission of 5% PBG. Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.

GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in trial runs and export to Addis Ababa, Ethiopia.
GCC 2.27.1	The maximum amount of penalty shall be 10%. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 2.34.1	The place of jurisdiction is Chennai, India.
GCC 2.35.1	For notices, the Purchaser's address is Attention: The Co-ordinating Director Location: CSIR Madras complex, CEERI Unit, CSIR Road, Taramani, Chennai - 600 113, INDIA Telephone: 044- 2254 4508/ 2254 4526 Email address : spo.cmc@csir.res.in
GCC 2.39.1	Site preparation and Installation to be done for the project at the following addresses: CSIR Madras complex CEERI Unit, CSIR Road, Taramani, Chennai - 600 113, INDIA Telephone: 044- 2254 4508/ 2254 4526 Email address: spo.cmc@csir.res.in
GCC 2.43.1	The Integrity Pact — Not Applicable
GCC 2.43.2	The Name and Contact details of the IEMs are as under: — Not Applicable
GCC 2.45	Purchase Preference MSE – Applicable for manufacturers
GCC 2.45	Purchase Preference Make in India – Applicable for Class I and Class II local suppliers

CHAPTER – 3

Annexures to be enclosed with Techno-Commercial Bid

Table of Contents

SL. NO.	NAME	ANNEXURE
1	Bidder Information Form	I
2	Declaration by the Bidder for Code of Integrity & conflict of interest	II
3	Manufacturers' Authorization Form	III
4	Bid Security Form	IV
5	Bid Securing Declaration	V
6	Performance statement Form	VI
7	Deviation Statement Form	VII
8	Pre-Installation Requirement	VIII
9	Service support details	IX
10	Bid Form	X
11	Performance Security Form	XI
12	Acceptance Certificate Form	XII
13	Self-Certification regarding Local Content	XIII
14	Integrity Pact	XIV
15	Certificate with regard to the bidder not having a land border with India	XV
16	Certificate with regard to the bidder having a land border with India	XVI
17	CSIR-CEERI Bank Details	XVII

ANNEXURE I

BIDDER INFORMATION FORM

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

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

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

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06	NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE:
07.	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>
08	COUNTRY OF ORIGIN OF PRODUCT (S):
09	Are you a manufacturer? If yes, indicate factory premises address OF THE PLACE MANUFACTURE / FACTORY / PLACE WHERE LOCAL CONTENT VALUE ADDITION IS DONE BY MANUFACTURER:
10	If item is imported and is from a country sharing land border with India, then Registration certificate details like number, date and validity date:

11	Are you a MSE registered for the Item under procurement: if Yes then furnish details of the certificate, date and validity along with copy of the same.
13	Attached are copies of original documents of: As per document upload.

Signature of Bidder _____

Name _____

Business Address _____

ANNEXURE – II

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

Ref.No: _____

Date: _____

To,

(Name & address of the Purchaser)

Sir,

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

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

- a.
- b.
- c.

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory
Company)

ANNEXURE III

MANUFACTURERS' AUTHORIZATION FORM

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

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

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

[insert complete name and address of Purchaser]

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 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]*

ANNEXURE IV

BID SECURITY

Whereas _____ (hereinafter called the tenderer")
has submitted their offer dated _____ for the supply of
_____ (hereinafter called the tenderer")
Against the purchaser's tender enquiry No. _____

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

In the sum of _____
For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its
successors and assigns by these presents. Sealed with the Common Seal of the said Bank
this _____ day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

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

BID-SECURING DECLARATION FORM

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 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 having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

Corporate Seal (where appropriate)

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

ANNEXURE VI

PERFORMANCE STATEMENT FORM

(For a period of last 5 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory ? (Attach a certificate from the purchaser/ Consignee)	Contact person along with Telephone No., FAX No. and e-mail addresses

Signature and Seal of the manufacturer/Bidder

Place :

Date :

ANNEXURE VII

DEVIATION STATEMENT FORM

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

Signature of Bidder

- ✓ The technical and commercial deviations should be indicated separately.
- ✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place
:
Date:

Signature and seal of
the
Manufacturer/Bidder

NOTE
:

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

ANNEXURE VIII

PRE-INSTALLATION REQUIREMENT (Not Applicable)

Name of Firm..... File No.....

Sl. No.	Name of Requirement	Supplier Response
1.	Nature of Flooring	
2.	Room Size / Space	
3.	Air-conditioning Yes / No	
4.	Water Yes / No	
5.	Industrial Gases with Purity	
6.	Power Single Phase / Three Phase 230V / 440 V	
7.	Stabilized Power Supply Yes / No If Yes rating	
8.	UPS online / offline, rating, backup	
9.	Drainage / Treatment of Waste	
10.	Protective Garments / Clothing	
11.	Fume Hood / Exhaust for Gases	
12.	Chemicals / Standards	
13.	Distilled Water / Chilled Water	
14.	Any furniture like lab table etc.	
15.	Any other	

ANNEXURE IX

SERVICE SUPPORT DETAIL FORM

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

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

Place:

Date:

ANNEXURE X

Bid Form

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

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

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

Invitation for Bid No.: *[insert No of IFB]* To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;

c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;

d) The discounts offered and the methodology for their application are:

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

e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.41 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 21 days from the date of contract in accordance with ITB Clause 1.40 and GCC Clause 2.43;

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

Place:

Date:

ANNEXURE XI

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

WHEREAS..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No. datedto supply (description of goods and services) (herein after called "the contract").

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, Name & Address of the Issuing Branch of the Bank

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

ANNEXURE XII

ACCEPTANCE CERTIFICATE FORM

No. _____

Dated: _____

M/s. _____

Sub: Certificate of commissioning of equipment

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

(a) Contract No. _____ Date _____

(b) Description of the equipment _____

(c) Name of the consignee _____

(d) Scheduled date of delivery of the consignment to the Lab./Instts. _____

(e) Actual date of receipt of consignment by the Lab./Instts. _____

(f) Scheduled date for completion of installation/commissioning _____

(g) Training Starting Date _____

(h) Training Completion Date _____

(i) Names of People Trained _____

(j) Actual date of completion of installation/commissioning _____

(k) Penalty for late delivery (at Lab./Instts. level) ₹ _____

(l) Penalty for late installation (at Lab./Instts. level ₹ _____

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

Sl. No.	Description	Amount to be recovered

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

or

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

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

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

For Supplier

Signature

Name

Designation

Name of the firm.....

Date

For Purchaser

Signature.....

Name.....

Designation.....

Name of the Lab/Instt.....

Date.....

ANNEXURE - XIII

Format for Affidavit of Self Certification regarding Local Content to be provided on Letter Head

Tender No. _____

Date: _____

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

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order 2017 dt 16th September, 2020.

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

That the local content for all inputs which constitute the said R&D equipment as per the enclosed list has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-PP (BE-II) dated 16.09.2020.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. R &D equipment for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished – CSIR-CMC
- v. Percentage of local content claimed
- vi. Name and contact details of the unit of the manufacturer

Sale Price of the product, Ex-Factory Price of the product, Freight, insurance and handling, Total Bill of Material, List and total cost value of inputs used for manufacture of the R &D equipment, List and total cost of inputs which are domestically sourced, value addition certificates from suppliers, if the input is not in-house to be attached, List and cost of inputs which are imported, directly or indirectly which go into calculation of Local content and like records shall be produced in case of any verification.

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

ANNEXURE –XIV
Format of Integrity Pact
INTEGRITY PACT

Between
Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as “The Principal”.

And herein referred to as “The Bidder/ Contractor.”

Preamble

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

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

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

Section 8 - Independent External Monitors

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

- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)
(Office Seal)

Place.....

Date.....

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:(Name & Address): _____

Witness 2:(Name & Address): _____

ANNEXURE - XV

Certificate with regard to the bidder not having a land border with India

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Tender No: _____

Date

To,
The Co-ordinating Director,
CSIR Madras Complex,
CSIR Road, Taramani,
Chennai – 600113.

Sir,

I hereby certify that, Bidder M/s. _____ or OEM M/s. _____ do not share any land border as per Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder M/s. _____ or OEM M/s. _____ is not from such a country.

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director

ANNEXURE -XVI

Certificate with regard to the bidder having a land border with India

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Tender No: _____

Date

To,
The Co-ordinating
Director, CSIR Madras
Complex,
CSIR Road, Taramani,
Chennai – 600113.

Sir,

I hereby certify that, Bidder M/s. _____ or OEM M/s. _____ share a land border as per Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject.

I / We, have registration with the competent authority [Evidence of valid registration by the Competent Authority should be attached.]. Accordingly, I / we fulfills all requirements in this regard and is eligible to be considered.

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

ANNEXURE - XVII



CSIR MADRAS COMPLEX
(Council of Scientific & Industrial Research)
TARAMANI, CHENNAI – 600 113, INDIA
Website: www.csircmc.res.in, Email: spo.cmc@csir.res.in
Telephone: 22544508/26
Unit: CEERI
INVITATION FOR BIDS
Through e-Procurement
INVITATION TO TENDER

Electronic Fund Transfer Account Details CSIR-CEERI Unit

01.	Name of the Account Holder	CEERI Chennai
02.	Address	CSIR Road, CSIR Campus, Taramani, Chennai – 600 113
03.	E-Mail address	spo.cmc@csir.res.in
04.	Phone Number/Mobile Number	044-22544508/4526
05.	(1) Permanent Account Number (PAN) (2) GSTIN	AAATC2716R 33AAATC2716R3ZK
06.	Particulars of Bank Account	
	(i) Name of the Bank	State Bank of India
	(ii) Name of the Branch	Taramani Branch
	(iii) Branch Code	010673
	(iv) Address	State Bank of India, CSIR Campus, Taramani Branch, Chennai 600 113.
	(v) S B I Telephone Number	044-22544519 / 22541848
	(vi) Account Number	30267719891
	(vii) Type of Account	Saving Bank Account
	(viii) IFSC Code (RTGS/NEFT)	SBIN0010673
	(ix) MICR Code	600002130