



TENDER NO : 4PI/PUR/2K21/026

Date : 22.11.2021

**TENDER TO PROVIDE FACILITY MANAGEMENT SERVICES FOR PCs,  
PERIPHERALS & OTHER IT INFRASTRUCTURE**

**COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH  
CSIR -FOURTH PARADIGM INSTITUTE  
NWTC ROAD, BELUR CAMPUS,  
BENGALURU - 560037  
KARNATAKA - INDIA**



**Council of Scientific and Industrial Research  
CSIR -Fourth Paradigm Institute**

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Karnataka-India, Tel # : 080 25051945/25051947,  
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**Tender No.4PI/PUR/2K21/026**

**INVITATION FOR E-BIDS / NOTICE INVITING E-TENDER**

CSIR- Fourth Paradigm Institute(CSIR-4PI), formerly CSIR-CMMACS, BENGALURU, India, is one of the premier laboratories under Council of Scientific and Industrial Research, an autonomous body under Department of Scientific and Industrial Research (Government of India), New Delhi. CSIR-4PI is a Science and Knowledge based Research and Development Organization.

DIRECTOR, CSIR-Fourth Paradigm Institute, NAL Belur Campus, NWTC Road Bengaluru, herein after called as the 'Purchaser' is interested in the purchase of below mentioned material (s). Kindly submit quotation online at [etenders.gov.in](http://etenders.gov.in) :

Sl.. No.	Tender No.	Description of items	Duration/ Quantity	Single/ Double bid	Bid Security (EMD) (in Indian Rupees)
1.	4PI/PUR/2K21/026	FACILITY MANAGEMENT SERVICES FOR PCs, PERIPHERALS & OTHER IT INFRASTRUCTURE	AS MENTIONED IN CHAPTER -3	2 BIDS	BID SECURING DECLARATION REQUIRED

Interested Bidders may obtain further information from the office of the

Stores and Purchase Officer.  
Purchase Section  
Council of scientific & Industrial Research  
Fourth Paradigm Institute, NAL Belur Campus,  
NWTC Road, BENGALURU – 560037  
**Karnataka, India**  
Tel # : 080 25051945/25051947  
Email:spo@csir4pi.in,[purchase@csir4pi.in](mailto:purchase@csir4pi.in)

1. A Pre-Bid Conference will be held on schedule as mentioned below.

	Date	Time in hours (IST)	Venue
Pre-Bid Conference	01.12.2021	@11.00 Hrs	CSIR-4PI
Bidders desirous of attending Pre-bid meeting are required to provide the following details: - <ol style="list-style-type: none"> <li>1. Bidders Name &amp; address</li> <li>2. Name, designation &amp; mobile number of the representative (s) attending the meeting.</li> <li>3. E-mail ID to which the meeting invitation to be sent.</li> <li>4. Pre-bid queries, if any.</li> <li>5. Bidders are required to send a communication /E-mail @spo@csir4pi.in before the due date, accordingly, a link to attend meeting online will be sent</li> </ol> <p>The above information should be sent by e-mail to <a href="mailto:purchase@csir4pi.in">purchase@csir4pi.in</a>/<a href="mailto:spo@csir4pi.in">spo@csir4pi.in</a> on or before</p>			

- (b) Queries received after pre-bid will not be considered.

2. The Bid prepared by the Bidder shall include the following: -

Bid Security (BS) / Earnest Money Deposit EMD)	
a)	BIDDER TO SUBMIT BID SECURING DECLARATION. <b>Refer Form 4, Chapter -8]</b>  The Bid Security Declaration in the name of <b>“The HEAD, CSIR Fourth Paradigm Institute, Bengaluru”</b> to be part of the <b>Technical Bid</b> , failing which the bid is liable to be rejected.

3. The Schedule for Submission of e-Bids and Opening of e-Bids is as follows: -

Date & Time of Submission of e-Bid		Date and Time of Opening of e-Bid	
Date	Time (IST)	Date	Time (IST)
13.12.2021	10:00 Hrs	14.12.2021	11:00 Hrs

## TERM AND CONDITIONS

1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-4PI Website, [www.csir4pi.in](http://www.csir4pi.in). **The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form.**
2. The quotation must be in form furnished by the Purchaser and should be free from corrections/erasures. **In case there is any unavoidable correction it should be properly attested. If not, quotation will not be considered. Hand written Quotation will not be considered.**
3. The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal <https://etenders.gov.in>.
4. The acceptance of the quotation will rest with the competent authority of CSIR – Fourth Paradigm Institute, Bangalore, Karnataka, India, who does not bind himself to accept any or all the quotation and reserves the right himself to reject, or partially accept any or all the quotation received without assigning any reason.
5. Price quoted should be net and valid for a minimum period of 90 days from the date of opening of the quotation.
6. The bidder must submit the applicable Price Schedule Form as annexed to the BOQ in [etenders.gov.in](https://etenders.gov.in) /Tender Document.
7. Complete specifications with manufacturer's Name and address should be given while quoting, Literature/Brochures/Pamphlets/Technical Data Sheets/Drawings must be enclosed with the quotation wherever applicable.
8. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should be indicated. The items should be quoted indicating the serial No. of our RFQ.
9. The bidder must

(a)	Quote of currency must be Indian Rupee Only.
(b)	Comply with Make in India Order No. P45021/2017-PP(BE-II) dated 16 <sup>th</sup> September 2020 of Ministry of Commerce and Industry, Government of India and any amendments thereon.
(b)	Comply with Order No. P-45021/112/2020-PP (BE-II) (E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Government of India and any amendments thereon

10. This Lab/Instt is registered with Department of Scientific & Industrial Research, Govt of India and GST & IGST are leviable vide Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14<sup>th</sup> November, 2017.
11. IT / GST TDS would be recovered as per applicable rule / regulations / provisions of law.
12. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
13. Our normal payment terms are as mentioned in G.C.C and S.C.C

14. All disputes shall be settled in the courts of **Bangalore** Jurisdiction only. Details available under clause 2.32 of GCC as given in tender document.
15. Tender conditions, if any, or otherwise sent along with the tender shall not be binding on us.
16. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
17. **As per Government of India procurement policies,**

<b>(a)</b>	the purchaser intends to give purchase preference to make in India (as per Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India
<b>(b)</b>	Products / goods manufactured by micro and small enterprises as per MSE order 2012 and any amendments thereon.

18. Instruction to Bidders, General Conditions of Contract applicable to open tenders originating from S&P division along with different formats can be viewed on our website csir4pi.in under the head tenders or in tender document.

**STORES AND PURCHASE OFFICER**

## CRITICAL DATE SHEET

<b>Sl. No.</b>	<b>Stage</b>	<b>Date &amp; Time</b>
1.	Publish Date & Time	22.11.2021
2.	Sale/document Download Start Date & Time	22.11.2021
3.	Pre-bid Conference, if any	01.12.2021
4.	Bid Submission Start Date & time	03.12.2021
5.	Bid Submission End Date & Time	13.12.2021
6.	Bid Opening Date & Time	14.12.2021

## INDEX

<b>Chapter</b>	<b>Content</b>	<b>Page No</b>
1	Instructions to Bidders	7
2	Conditions of Contract	33
3	Schedule of Requirement	45
4	Specifications and Allied Technical Details	46
5	Qualification Requirements	52
6	Contract Form	54
7	Other Forms	55

## CHAPTER - 1

### INSTRUCTIONS TO BIDDERS [Table of Contents]

Sl. No.	Contents	Page No.
<b>A.</b>	<b><u>Introduction</u></b>	
1.1	Eligible Bidders	8
1.2	Cost of Bidding	9
1.3	Code of Integrity for Public Procurement	11
1.3.3	Obligations for Proactive disclosures	11
1.3.4	Punitive Provisions	12
<b>B</b>	<b><u>The Bidding Documents</u></b>	
1.4	Cost of tender Documents	13
1.5	Content of tender Documents	13
1.6	Clarification of tender documents	13
1.7	Amendment of tender Documents	14
<b>C.</b>	<b><u>Preparation of Bids</u></b>	
1.8	Language of Bid	14
1.9	Purchase Preference Policies	14
1.10	Documents Comprising the Bid	16
1.11	Bid form and price schedule	16
1.12	Bid Prices	17
1.13	Bid Currencies	18
1.14	Documents Establishing Bidder's Eligibility and Qualifications	19
1.15	Documents Establishing Goods' Eligibility And Conformity to Bidding Documents	19
1.16	Bid Security	19
1.17	Period of Validity of Bids	20
1.18	Format and Signing of Bid	20
<b>D.</b>	<b><u>Submission and Sealing Bids</u></b>	
1.19	Submission, Sealing and Marking of Bids	21
1.20	Deadline for Submission of Bids	22
1.21	Withdrawal, substitution and Modification of Bids	22
<b>E.</b>	<b><u>Opening and Evaluation of Bids</u></b>	22
1.22	Opening of Bids by the Purchaser	22
1.23	Confidentiality	22
1.24	Clarification of Bids	23
1.25	Preliminary Examination	23
1.26	Bidders right to question rejection	24
1.27	Responsiveness of Bids	24
1.28	Non-Conformity, Error and Omission	24
1.29	Examination of Terms & Conditions, Technical Evaluation	25
1.30	Conversion to Single Currency	25
1.31	Evaluation and Comparison of bids	26
1.32	Contacting the Purchaser	26
1.33	Post qualification	27
<b>F.</b>	<b><u>Award of Contract</u></b>	
1.34	Negotiations	27
1.35	Award Criteria	27
1.36	Option Clause	27
1.37	Purchaser's right to vary Quantities at Time of Award	27
1.37	Purchaser's right to accept any Bid and to reject any or all Bids	28
1.38	Notification of Award	28
1.39	Signing of Contract	28
1.40	Order Acceptance	28
1.41	Performance Security	28
1.42	Pre-bid Conference	29
1.43	Integrity Pact	29

## **A Introduction**

### **1.1. Eligible Bidders**

1.1.1 This Invitation for Bids is open to all supplier's subject to para 06 of the invitation for bids/NIT.

1.1.2 A supplier or bidder shall be considered to be from a country if

(i)	the entity is incorporated in that country, <b>or</b>
(ii)	A majority of its shareholding or effective control of the entity is exercised from that country; <b>or</b>
(iii)	more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

1.1.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:

(a)	In case of proprietary MSE, proprietor(s) shall be SC/ST.
(b)	In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty one percent) shares in the unit.
(c)	In case of Private Limited Companies, at least 51% (fifty one percent) share shall be held by SC/ST promoters.
Document is support of claim must be submitted along with the bid.	

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

1.1.5 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.

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

1.1.8 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 (Registration Committee as constituted by Department of Promotion of Industry and Internal Trade) and submits a valid registration Certificate. (please refer to Order no.6/18/2019-PPD dated 23 July 2020 and any amendments thereon.)

1.1.9 "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 judicial person not falling in any of the descriptions of bidder stated hereinbefore, including any agency branch or Officer controlled by such person, participating in a procurement process.

1.1.10 "Bidder from a country which shares a land border with India" for the purpose of this order means:

i)	An entity incorporated, established or registered in such a country; or
ii)	A subsidiary of an entity incorporated, established or registered in such a country; or
iii)	An entity substantially controlled through entities incorporated, established or registered in such a country; or
iv)	An entity whose beneficial owner is situated in such a country; or
v)	An Indian (or other) agent of such an entity; or
vi)	A natural person who is a citizen of such a country; or
vii)	A consortium or joint venture where any member of the consortium or joint venture fails under any of the above

1.1.11 The beneficial owner for the purpose of above will be as under

- I. 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 judicial person, has a controlling ownership interest or who exercise control through other means.

Explanation –

a)	"Controlling ownership interest" means ownership of a or entitlement to more than twenty-five percent 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 shareholders agreements or voting agreements.

- II. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- III. 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 judicial 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;
- IV. 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;
- V. 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.

1.1.11 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

1.1.12 Eligibility with respect to Make In India

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub- para 3(a) of Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India, and with estimated value of purchases less than Rs 200 Crore, in accordance with Rule 161(iv) of General Finance Rules, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

## **1.2 Cost of Bidding**

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

## **1.2 Code of Integrity**

1.3.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

1.3.2 **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i)	<b>“Corrupt practice”</b>	making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
ii)	<b>“Fraudulent practice”</b>	any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
iii)	<b>“anti-competitive practice”</b>	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
iv)	<b>“coercive practice”</b>	harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
v)	<b>“conflict of interest”:</b>	participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
vi)	<b>“Obstructive practice”</b>	materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

1.3.3 **Obligations for Proactive disclosures**

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

1.3.4

**Punitive Provisions**

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

i)	<b>If bids are under consideration in any procurement:</b>	
	a)	Forfeiture or encashment of bid security;
	b)	Calling off of any pre-contract negotiations; and
	c)	Rejection and exclusion of the bidder from the procurement process.
ii)	<b>If a contract has already been awarded</b>	
	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.
iii)	<b>Provisions in addition to above:</b>	
	a)	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;
	b)	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;
	c)	Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## **B. The Bidding Documents**

### **1.4 Cost of Tender Documents**

- 1.4.1 The bidding documents are available to bidders as indicated in the Invitation for Bids/NIT, free of cost from the website of CPP Portal <http://etenders.gov.in> or [www.csir4pi.in](http://www.csir4pi.in) .

### **1.5 Content of Tender Documents**

- 1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into **8** Chapters as under:

<b>Chapter No.</b>	<b>Name of the Chapter</b>
1	Instructions to Bidder (ITB)
2	General Conditions of Contract (GCC) and Special Condition of Contract (SCC)
3	Schedule of Requirements
4	Specifications and Allied Technical Details
5	Price Schedule Forms
6	Qualification requirements
7	Contract Form
8	Other Standard Forms comprising
	(i) Bid Security Form
	(ii) Bid Securing declaration
	(iii) Bidder Information Form
	(VI) Performance Statement form
	(v) Service Support details;
	(vi) Format for declaration by the bidder for code of integrity and conflict of interest
	(vii) Deviation Statement Form;
	viii) Bid form
	(xi) Performance Security Form;
	(x) Acceptance Certificate Form

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

### **1.6 Clarification of tender documents**

- 1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing in advance before the due date of opening. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Bidding Documents and Clause relating to Deadline for Submission of Bids.

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.

## **1.7 Amendment of Tender Documents**

- 1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the Purchaser and on etenders.gov.in, all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.
- 1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Purchaser and on etenders.gov.in.

## **C. PREPARATION OF BIDS**

### **1.8. Language of Bid**

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language only.
- 1.8.2 The Bidder/Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Bidder/Supplier.

### **1.9 Purchase Preference Policies**

- 1.9.1 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 (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.
- 1.9.2 A bidder in the category of Micro and Small Enterprises (to be supported by valid documents – to be uploaded along with technical bid), qualifying for price-bid and quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (ratio of non-MSME and MSME will be 80:20).
- 1.9.3 In case more than one such Micro and Small Enterprise, the supply shall be shared proportionately.
- 1.9.4 If the lowest is MSME then the entire order will be finalized on L1.

## 1.9 Purchase Preference Policy in respect of Make in India

(a)	Subject to the provisions of Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
(b)	In the procurements of goods or works, which are covered by para 3(b) of Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
	(i) Among all qualified bids, the lowest bid will be termed as L1 If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
	(ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price fall1ng within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is stiL1 left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
(c)	In the procurements of goods or works, which are covered by para 3(b) Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
	(i) Among all qualified bids. the lowest bid will be termed as L 1 . If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
	(ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price fall1ng within the margin of purchase preference. and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
	(iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
(d)	'Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

### 1.10 Documents comprising the bid

The bid prepared by the Bidder shall include documents as under:

Sr. No.	Required documents
<b>A. TECHNICAL BID</b>	
(a)	Bidder Information Form;
(b)	Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
(c)	Bid security as specified in the Invitation to Bids;
(d)	Service support details form;
(e)	Deviation Statement Form;
(f)	Performance Statement Form;
(g)	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
(h)	Integrity Pact, if required;
(i)	Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.) .
(j)	Schedule of requirements.
(k)	Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.
<b>B. PRICE BID</b>	
(i)	Bid form;
(ii)	Applicable Price Schedule Form;

### 1.11. Bid form and price schedule

1.11.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with Clause 1.18.3 of the bidding documents.

## 1.12. Bid Prices

1.12.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract. [ AS PER BOQ ATTACHED]

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

For Services	
(i)	The price of the services.
(ii)	GST and other taxes, if any which will be payable on the goods if the contract is awarded
(iii)	Incidental services if any.

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

1.12.4 The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification No. 54/2002-Customs on all imports covered under Notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No. 45/2017-Central Tax (Rate) both dated 14<sup>th</sup> November, 2017

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

1.12.5 Please state specifically in your offer whether the duties and taxes are extra over the prices quoted, failing which it will be presumed that the prices are inclusive of taxes and duties and no claim would be entertained for statutory variations at a later date.

1.12.6 Stipulations like "GST is presently not applicable but the same will be charged if it becomes leviable later on" is not acceptable unless in such cases it is clearly stated that GST will not be charged if the same becomes applicable later on due to increase in turn over etc. If a bidder fails to comply with this requirement, his quoted price shall be loaded with the quantum of duty which is normally applicable on the item in question for the purpose of comparison with the prices of other tenderers.

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

**1.13. Bid Currencies**

1.13.1 Prices shall be quoted in Indian Rupees only. *Bids in currency other than Indian Rupee (INR) will be rejected summarily / ab initio as unresponsive.*

**1.14. Documents Establishing Bidder's Eligibility and qualifications**

1.14.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.14.2 The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;

(a)	The bidder meets the qualification criteria listed in bidding documents if any.
(c)	Make in India local content declaration
(i)	MSE certificate, if applicable
(ii)	Registration certificate as per order no. P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020, if applicable

1.14.3 Conditional tenders shall not be accepted.

**1.15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

1.15.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

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

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

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

1.15.4 **Alternate offers/makes/models would not be considered.**

**1.16 Bid Security : Only Bid securing declaration required**

1.16.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids.

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

1.16.3 The bid security shall be in Indian Rupees for offers received for supply. The bid security shall be in one of the following forms at the bidders' option:

(a)	A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India in the form provided in the bidding documents or
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser issued by any Nationalized/ Scheduled bank or
(c)	A Fixed Deposit Receipt pledged in favour of the Director, CSIR-4PI, Bengaluru.
(d)	Bid Securing Declaration

1.16.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.16.9 are invoked.

1.16.5 Bidders that 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 and monetary value of registration only. **The MSEs are provided tender document free of cost and 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 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

1.16.6 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.

1.16.7 The bid security may be forfeited:

(a)	If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
(b)	In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

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

### **1.17. Period of Validity of Bids**

1.17.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

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

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

### **1.18. Format and Signing of Bid - Not applicable since e-tender**

1.18.1 The bids may be submitted in single envelop / online in single part or in two parts as specified in the Invitation for Bids.

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

1.18.3 In case the bids are invited on two-bid system, the Bidder shall submit the bids online in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules.

## **D. Submission and sealing of Bids**

### **1.19. Submission, Sealing and Marking of Bids**

- 1.19.1 Bids shall be submitted online only at CPPP website <https://etenders.gov.in> (Bids received by Manual/Office bids/FAX/Email would not be considered for evaluation.)
- 1.19.2 The Bidder shall download the Tender Enquiry Document directly from the website <https://etenders.gov.in> and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- 1.19.3 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
- 1.19.4 Bidders are advised to go through “**Bidder Manual Kit**”, “**System Settings**” & “**FAQ**” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e- tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.
- 1.19.4 Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- 1.19.5 Intending bidders are advised to visit CPPP website <https://etenders.gov.in> regularly till closing date of submission of bid, for any corrigendum.
- 1.19.6 Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

## **1.20. Deadline for Submission of Bids**

- 1.20.1 Bids must be received by the Purchaser online not later than the time and date specified in invitation for bids/<https://etenders.gov.in>
- 1.20.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **1.21 Withdrawal, substitution and Modification of Bids.**

- 1.21.1 Withdrawal, Substitution and modification of bids will be as per provisions/facilities available to bidder in etenders.gov.in.
- 1.21.2 The bidder is not allowed to modify or withdraw bid after deadline for submission of bids.

## **E. Opening and Evaluation of Bids**

### **1.22 Opening of Bids by the Purchaser**

- 1.22.1 The Purchaser will open all bids online on etenders.gov.in only.

### **1.23. Confidentiality**

- 1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 1.23.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

### **1.24. Clarification of Bids**

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

## 1.25. Preliminary Examination

1.25.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.10 have been provided, and to determine the completeness of each document submitted.

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

(a)	Bid Form and Price Schedule, in accordance with ITB Clause 1.10;
(b)	All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
(i)	The Bid is not eligible
(ii)	The Bidder is not eligible than the required period
(iii)	The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

## 1.26 Bidder's right to question rejection.

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

i)	Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
ii)	In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
iii)	In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
iv)	Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
a)	Determination of the need for procurement;
b)	Selection of the mode of procurement or bidding system;
c)	Choice of selection procedure;
d)	Provisions limiting participation of bidders in the procurement process;
e)	The decision to enter into negotiations with the L1 bidder;
f)	Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
g)	Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
h)	Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

## 1.27 Responsiveness of Bids

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

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

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

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

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

## 1.28 Non-Conformity, Error and Omission

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

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

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

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

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

## 1.29 Examination of Terms & Conditions, Technical Evaluation

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

1.29.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.15, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

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

### 1.30 Conversion to Single Currency – NOT APPLICABLE

### 1.31 Evaluation and comparison of bids

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

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

1.31.3 Purchase preference shall be given to all local suppliers in all procurements undertaken by the purchaser in the following manner:

(a)	Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only, as per para 08 of the invitation to bid/NIT. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition for the cost of procurement up to Rs. 50.00 lakhs.
(b)	In the procurements of goods or works, which are covered by para 3(b) of Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
(i)	Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
(ii)	If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price which should fall within the margin of purchase preference of 20%. The contract for that quantity shall be awarded to such local supplier, who matches the
	L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. The contract shall be awarded accordingly. In case some quantity is still left uncovered on the part of local suppliers, the balance quantity may also be ordered to the L1 bidder.
(c)	In the procurements of goods or works, which are covered by para 3(b) of Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier as well as 'Non-local supplier', as per following procedure.
(i)	Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
(ii)	If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

	(iii)	In case such lowest eligible 'Class-I local supplier fails to match the L1 price, the Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
	(iv)	Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
	(v)	Margin of Purchase Preference will be as per Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India

- 1.31.4 Further, In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
- 1.31.5 Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) per cent out of 25 (twenty five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.
- 1.31.6 In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.
- 1.31.7 The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with ITB Clause 1.32.
- 1.31.8 The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with ITB Clause 1.32.
- 1.32 Contacting the Purchaser**
- 1.32.1 Subject to ITB Clause 1.25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.32.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

### **1.33 Post qualification**

- 1.33.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.14.
- 1.33.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.33.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

## **F. AWARD OF CONTRACT**

### **1.34 Negotiations**

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

### **1.35 Award Criteria**

- 1.36.1 Subject to ITB Clause 1.39, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

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

- 1.35.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.

### **1.36 Option Clause**

- 1.36.1 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)

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

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

### **1.38 Notification of Award**

- 1.38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder through award of contract on etender.gov.in / that the bid has been accepted.
- 1.38.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

### **1.39 Signing of Contract**

- 1.39.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.
- 1.39.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

### **1.40 Order Acceptance**

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

### **1.41 Performance Security –**

- 1.41.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period.
- 1.41.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 1.41.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies.
- 1.41.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

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

(a)	A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
(b)	A Fixed Deposit Receipt pledged in favour of the Purchaser.

1.41.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.41.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.41.8 The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). 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, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

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

**1.42. Pre-bid Conference (PBC) -**

1.42.1 A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

**1.43 Integrity Pact -**

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

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

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

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

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

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

1.43.6 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.

1.43.7 The modal format of IP is at Chapter-8.

## Instructions for Online Bid Submission

### Special Instructions to the Bidders for the e-submission of the bids online through the e-Procurement Portal etenders.gov.in

- a) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScript/TCS.
- b) Bidder then logs into the portal giving user id / password chosen during enrollment.
- c) The e-token that is registered should be used by the bidder and should not be misused by others.
- d) DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- e) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- f) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- g) The BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- h) If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- i) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- j) Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- k) The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
- l) The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- m) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

- n) It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- o) In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- p) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- q) The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- r) At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- s) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- t) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- u) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected v) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- w) All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- x) During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- y) The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock)

**CHAPTER 2**  
**CONDITIONS OF CONTRACT**  
**A GENERAL CONDITIONS OF CONTRACT (GCC)**

**Table of Contents**

<b><u>Sl.No</u></b>	<b><u>CLAUSE</u></b>	<b><u>PAGE NO</u></b>
2.1	Definitions	34
2.2	Contract Documents	35
2.3	Code of Integrity	35
2.4	Joint Venture, Consortium or Association	35
2.5	Scope of Supply	35
2.6	Suppliers' Responsibilities	36
2.7	Contract price	36
2.8	Copy Right	36
2.9	Application	36
2.10	Standards	36
2.11	Use of Contract Documents and Information	36
2.12	Patent Indemnity	37
2.13	Performance Security	37
2.14	Delivery and Documents	38
2.15	Terms of Payment	38
2.16	Change Orders and Contract Amendments Assignment	39
2.17	Assignment	39
2.18	Subcontracts	39
2.19	Extension of time	39
2.20	Liquidated Damages Clause	40
2.21	Termination for Default	40
2.22	Force Majeure	41
2.23	Termination for insolvency	41
2.24	Termination for Convenience	41
2.25	Settlement of Disputes	42
2.26	Governing Language	42
2.27	Applicable Law	42
2.28	Notice	43
2.29	Taxes and Duties	43
2.30	Risk Purchase Clause	43
2.31	Option Clause	43
2.32	Integrity Pact	43
2.33	Order Acceptance	43

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 2.1 Definitions

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

Sr. No.	Words / Expressions	Meaning
(a)	Contract	The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	All of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract
(h)	Services	The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and others such obligations of the Supplier under the Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Bidder	The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l)	Council	The Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
(m)	Purchaser	Any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC
(n)	The final destination	C.S.I.R-Fourth Paradigm Institute, NAL Belur Campus, Bangalore - 560 037
(o)	For definitions regarding terms in Make in India	<b>please refer to order no.</b> 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 registration of bidders quoting for products from countries that share land border with India	<b>refer to Order No.</b> 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 bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

a)	Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
b)	Forfeiture or encashment of any other security or bond relating to the procurement;
c)	Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
d)	Provisions in addition to above:
1)	Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
2)	In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
3)	Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible

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

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

## **2.5 Scope of Supply**

2.5.1 The Goods and Related Services to be supplied shall be as specified in Chapter 4 i.e. Specifications 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, 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 claim.

## 2.13 Performance Security

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

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 only.

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 <b>or</b>
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser issued by any Nationalized/ Scheduled bank or
©	A Fixed Deposit Receipt pledged in favour of the Director, CSIR-4PI, Bangalore.

2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

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

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

#### 2.14 Delivery and Documents

2.14.1 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.

#### 2.15 Terms of Payment

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

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

2.15.3 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, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

2.15.4 Payment shall be made in INR only.

**Note : All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, GST etc., ) wherever applicable**

## **2.16 Change Orders and Contract Amendments**

2.16.1 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 services required, exercise of quantity opinion clause;
(b)	Changes in schedule of deliveries/services and terms of delivery of services;
©	The changes in inspection arrangements;
(d)	Changes in terms of payments and statutory levies;
©	Changes due to any other situation not anticipated;

2.18.2 No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.

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

## **2.17 Assignment**

2.17.1 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.

## **2.18 Subcontracts**

(a)	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.
(b)	In all cases where subcontract has been done 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.
(c)	Where ever subcontracting is applicable a certificate on the letter head of the bidder along with seal and signature of the person signing the bid must be submitted along with other necessary certificates.

## **2.19 Extension of time.**

2.191.1 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.

2.19.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.19.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

**2.20 Liquidated Damages**

2.20.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

**2.21 Termination for Default**

2.21.1 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 /services 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.
©	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

2.21.2 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.
©	However, the supplier shall continue to perform the contract to the extent not terminated.

## **2.22 Force Majeure**

- 2.22.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.22.2 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.
- 2.22.3 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.
- 2.22.4 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.

## **2.23 Termination for Insolvency**

- 2.23.1 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.

## **2.24 Termination for Convenience**

- 2.24.1 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.
- 2.24.2 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.

## 2.25 Settlement of Disputes

2.25.1 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.

2.25.2 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.

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

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

A reference to the Arbitration under this Clause shall be deemed to be submission with in the meaning of the Arbitration and Conciliation Act,1996 and Amendment Act, 2015,the rules framed thereunder for the time being in force.

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

2.25.5 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.

## 2.26 Governing Language

2.26.1 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.

## 2.27 Applicable Law

2.27.1 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 from where the Purchase Order has been issued.

## **2.28 Notices**

- 2.28.1 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 invitation.
- 2.28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **2.29 Taxes and Duties**

- 2.29.1 For goods / services, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production / delivery / installation / commissioning / training.
- 2.29.2 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.
- 2.29.3 **All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, GST etc.) wherever applicable.**

## **2.30 Risk Purchase Clause**

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

## **2.31 Option Clause**

- 2.31.1 The Purchaser reserves the right to increase or decrease the quantity of the required goods /services up to 25% (Twenty-Five) per cent at any time.

## **2.32 Integrity Pact**

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

## **2.33 Order Acceptance**

- 2.35.1 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.

**CHAPTER 2**  
**Special conditions of contract (SCC)**

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

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is: The Head, CSIR Fourth Paradigm Institute NAL Belur Campus, Belur Bangalore – 560 037 Karnataka-India
2	GCC 2.1.1(m)	The Final Destination is: The Head, CSIR Fourth Paradigm Institute NAL Belur Campus, Belur Bangalore – 560 037 Karnataka-India
3	GCC 1.41	<b>Performance Security</b> The amount of the <b>Performance Bank Guarantee</b> shall be <b>THREE Percent (3%) of the contract value</b> to be submitted within 21 days from the date of PO valid up to 60 days after the date of completion of performance obligations including warranty obligations.
4	GCC2.22.1	<b>Payment for Services</b>
	(a)	Quarterly Payment after services and satisfactory certification of the same by the Indenting Officer/Project Leader  Note : <b>NO ADVANCE PAYMENT ARE ALLOWED UNDER ANY CIRCUMSTATNCE.</b>
	(b)	E-Payment : All Payments, CSIR-4PI prefers to make Electronics Transfers (RTGS) through State Bank of India, NAL Branch, Bangalore – 560 017
	©	All payments due under the Contract shall be paid after deduction of statutory levies at source (like TDS, GST-TDS etc., ) wherever applicable.
5	GCC 2.27.1	<b>Liquidated Damages</b>
	(a)	If the Vendor fails to supply the deliverables mentioned in the Purchase Order within the due date the Supplier is liable to pay <b>penalty of 0.5%</b> of order value per week or part of a week.
	(b)	The maximum amount of <b>penalty shall be 10%</b>
6	GCC 2.34.1	<b>Applicable Law / Jurisdiction</b> The <b>place of jurisdiction</b> is <b>Bengaluru</b> , India.
7	GCC 2.35.1	Notices For notices the Purchaser's address is The HEAD CSIR- FOURTH PARADIGM INSTITUTE NAL Belur Campus, Karnataka-India Tel #: 00 91 80 25051945/25051947 Email: <a href="mailto:spo@csir4pi.in">spo@csir4pi.in</a> , <a href="mailto:purchase@csir4pi.in">purchase@csir4pi.in</a> .
8	GCC 2.32.2	Details of Independent External Monitor (IEM) : Shri. Anand Deep, 117/363, H-I, Next to Gurdawar Pandu Nagar, Kanpur – UP 208005 Mobile : 9044796781

### CHAPTER 3

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

#### SCHEDULE OF REQUIREMENT

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

Sr. No.	Brief Description of Goods and Services	Contract Period	Time Frame required for acceptance etc., after the delivery or deliverables/services
1.	Facility Management Services for CSIR-4PI HPC, Networking and Associated IT Infrastructure.		

Terms of Delivery : Service –CSIR-4PI

Period of contractual count from : \_\_\_\_\_  
( to be filled by the bidder)

Scope of Supply : \_\_\_\_\_

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

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

Place : \_\_\_\_\_

## Chapter 4

### Specifications and Allied Technical Details

#### ANNEXURE -A (Assets Details)

Sr.No.	DESCRIPTION	QTY
1	<b>Data Storage Infrastructure</b>	
	Spectra logic T950 Tape Library	1
	Brocade Fibre Channel SAN Switches	2
	NAS	1
	Storage Array	1
	<b>Network Infrastructure / Equipment / Servers</b>	
2	HP Proliant DL380 servers (Email, IMSVA, Web server, Database server, Proxy server, DNS server, Remote login server, webmail server, NIS server etc)	10
	Linux based license Server	1
	PBS Analytics Server	1
	Institute Repository Server	1
	High-speed WAN link to NKN	1
	High-speed campus backbone connectivity	1
	Cisco NKN Router	1
	Brocade L3 Switch	7
	Cisco, D-Link and Allied Telesys network switches & Brocade switches	~30
	Firewall (Cyber Roam CR 2500iNG)	2
	Cloud Controller (2 No's Fujitsu Servers)	2
	Dell Power Edge R740 Servers	5
	Experimental Network Testbeds	2
	<b>Other Active Components</b>	
	Linux based desktops/workstations	~115
Windows based desktops/workstations	~50	
3	MAC OS based desktops/workstations	~20
	HP, Samsung and Xerox Printers	~30
	Scanners	1
	Laptops	~30
	Support for installation, configuration for commercial and public domain application software and their license management	As required

**Note:**

- 1 The above list of assets is only indicative and likely to vary during the course of FMS contract.
- 2 Some assets may be replaced by new one as and when required.
- 3 New IT assets including High end Compute Servers, HPC systems will be added as and when required which shall be managed by the same FMS Team at no extra cost.

## **Facility Management Services for 24X7 operation and management of CSIR Fourth Paradigm Institute (CSIR-4PI) Network Services and IT Infrastructure**

### **SCOPE OF ONSITE SUPPORT SERVICES**

The scope of work includes providing the facility management service using standard processes and suitably skilled resources.

To deploy adequate skilled resources on-site to monitor, implement and manage the IT Infrastructure at CSIR-4PI on a 24x7 basis along with one project manager and one call desk operator in the working hours (i.e., 8:30 hrs -17:00hrs) on all working days.

#### **Following are the mandatory qualification and experience of on-site engineers:**

BE/B.Tech in Computer Science or equivalent with RHCE and CCNA certification.

OR

Three years diploma in Computer Science / Technology with 1st class and at least two years of post-qualification experience with RHCE and CCNA certification.

On-site engineer should have good Knowledge of Networking, Windows and Linux Operating Systems, Security Administration.

#### **The various activities involved in FMS are as follows:**

- IT Desk Management Services
- IT Vendor Management Services
- Server Configuration
- Server Administration and Network Management Services
- Database Management Services
- Desktops, Workstations, Laptops, Printer and Scanner Management Services
- Patches update for Virus Control
- Backup and Restore Service
- Monitoring the running jobs and system status
- PBS Pro Scheduler management and maintenance
- Storage monitoring and management
- User Management
- Logs Monitoring
- Library & Compiler Installation as per requirement
- Application software installation and license management
- Planning, design and deployment of new and migration of existing services to new platform for better performance on a need basis.
- Connectivity to Campus backbone, National Knowledge Network and Internet
- Internet connectivity monitoring and management, including router and switch configuration, remote access, DNS, NIS etc.
- Security monitoring, UTM and firewall configuration and management, network service administration such as firewall, proxy, e-mail, virus scan, Internet gateway, web and network services.
- Setup of Monitoring Tools
- Setup of Print Server
- Technical Support Services
- On call support from back-end / consultancy team as and when required.
- Coordinate and provide technical help on online meeting using tools like MS-Team, Google Meet, Zoom, Webex and other similar tools.
- Technical help on remote web-based services on CSIR ERP, E-procurement and tendering portal, digital key management, gov mail service etc.
- Technical help on day-to-day operation and configuration of network testbeds.

The proposed scope of work should be based on the IT infrastructure as well as the enhancements listed in the Annexure-A. However, CSIR -4PI will have the right to add or delete any asset during the period of contract.

## SERVICE DELIVERY & SERVICE WINDOW

1. The service is required to be provided on-site at CSIR-4PI, NWTC Road, Behind HAL Airport, Bangalore - 560037, INDIA.
2. The vendor should propose at least 4 onsite engineers to provide service for 24 x 7 x 365 on rotational shift basis.
3. Vendor should provide a replacement engineer if the on-site engineer is on planned or unplanned leave for one or more days.
4. Vendor should provide backup resources for managing the facility, in compliance with Indian Labor Law.
5. Vendor should try and resolve calls as per the mutually agreed resolution timelines and based on the severity of the problem.
6. In the event of data loss, vendor should assist CSIR-4PI to recover the data.
7. The CSIR-4PI will provide basic requirement to vendor employees to work at CSIR-4PI without any charge. The basic requirement may include a reasonable work environment in compliance with all laws and regulations including office space, furniture, reproduction, computer, facsimile, handout materials and other necessary equipment, supplies, and services.
8. Kindly note that, CSIR-4PI is located in a location, where there is no public transportation available, and also CSIR-4PI will not provide any transport. Hence, vendors should make necessary transport arrangement for their employees to commute office.
9. Vendor should handover all the documents/handout materials and other equipment to the authorized person in CSIR-4PI site before leaving job from CSIR-4PI.
10. CSIR-4PI reserves the right to reject any bid on technical / procedural / commercial financial ground without assigning any reason.
11. Reports – the following reports should be provided to the CSIR-4PI
  - o Weekly Report
  - o Monthly Incident Report
  - o Quarterly Review (Minutes of Meeting)
  - o Service Interruption - Scheduled downtime for any critical infrastructure/device such as server, router, etc. will be mutually agreed. In case of any emergency situation that requires an immediate downtime, the concerned person at the site will be informed.
  - o The following service levels will be applicable:

Severity	Description	Base SLA of resolution	Response Time	Resolution Time
Severity 1	A critical service is unavailable impacting more than or equal to 50% of users for production (Critical Service Outage); requires immediate attention & resolution. A key user is impacted with total loss of production because of IT system failure	95% of calls	30 mins	2 working hours to restore or work around
Severity 2	A critical service is unavailable impacting less than 50% of users for production (Critical Service Outage); possibility of work around. Requires immediate attention & resolution.  A key user is impacted with some loss of production because of IT system failure	90% of calls	1 hr	4 working hours to restore
Severity 3	A system, device, or service impacting a single user is completely unavailable, requires immediate attention & resolution	90% of calls	2 hrs	8 working hours to restore
IMAC	Install, Move, Add and change	90% of calls	Same day.	Next Business day to restore

#### Terms & Conditions

- Duration of this contract is for five years and vendor should quote for five years with yearly break-up of cost. Contract period will start from date of acceptance of response against the purchase order for one year and will be reviewed and renewed every year. The tentative date for starting the first year contract is March 1, 2022. Continuation of contract is strictly based on work performance, dedication of the deputed / backup resources. Unsatisfactory performance may lead to termination of contract on immediate basis.
- L1 will be decided based on the total cost for a period of 5 years.
- Vendor must have local support office in Bangalore; Vendor must mention necessary details such as postal address, phone no., e-mail ID, etc.
- Vendor should have experience of providing onsite support for **at least one IT infrastructure setup consisting of high-end compute servers and computer network at Govt/Research organizations**. Vendor must provide PO copies of such contracts for cross reference with details of end users.
- Vendor must have technically competent staff employed for over one year period. In case it is required, vendor may be called for technical discussions.
- Vendor should submit details of total technical staff strength and their expertise on IT facilities management services and management of high-end compute servers.
- Vendors should submit the quotation along with the company profile, staff strength and their expertise, similar assignments handled along with the name of the firms, address, URL, name of the contact person and e-mail ID, etc.
- Vendor should ensure continuous service availability and should arrange backup personnel as and when required.

- A Project Manager should be positioned at CSIR-4PI on full time basis who can take decisions with reference to any emergency / new requirements of CSIR-4PI and need not wait for response / clearance from back-end team.
- Review meetings will be held as and when required to discuss status of all the services and options listed above. Any pending issue and suggestions for improvement / additional facilities will be discussed and MoM will be documented and recorded.
- Major maintenance of any active device which requires shutdown / break down, should be carried out on holidays or after office hours at mutually agreeable date and time without any extra cost.
- Vendor should have a turnover of minimum **Rs. 25 Crores per year in the last three financial years i.e. FY 2018-2019, FY 2019-2020 & FY 2020-2021.**
- Vendor should be **ISO 9001:2008 Certified** & must submit a copy of the certificate.
- Vendor must be providing the **on-site support services for high-end compute servers, IT infrastructure management, network setups, or similar setups for at least three years.**
- **Standard of Service:** VENDOR should at all times ensure that the Services are performed with due diligence and using generally accepted industry standards and practices.
- **Scope:** VENDOR should carry out the Services in accordance with the deliverables and specifications set out in **Scope of Services.**
- **Personnel:** VENDOR should assign appropriately qualified and competent employees or consultants to perform the Services. VENDOR should ensure that there is continuity in the employees and consultants assigned to perform the Services so as to ensure no disruption or delay in the performance of the Services or inconvenience to the CSIR-4PI VENDOR should ensure that their employees on this project will be covered under the applicable statutory schemes, like ESI, PF. VENDOR should ensure that their engineers carry out the assignment in accordance with suitable business and professional etiquette. VENDOR should choose the personnel for the assignment after consultation with the CSIR-4PI and should be responsible for ensuring that all aspects of the assignment are carried out within the framework of the Support contract.
- **Assignment:** VENDOR cannot sub-contract any of its rights or obligations under the Support contract to a sub-contractor. A person who is not a party to the support contract would not have any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the contract.
- **Intellectual Property:** VENDOR and CSIR-4PI mutually agree and warrant that any product or service provided to each other pursuant to the support contract and the use of the same by either party should not result in an infringement of any laws including the violation of any intellectual property.
- **Service Level Guarantee:** VENDOR should ensure that all calls are attended to and the problem rectified based on service level agreed in Annexure A of the Support contract.
- **Confidentiality:** Any information that is disclosed to VENDOR by the CSIR-4PI pursuant to the Support contract and is confidential to CSIR-4PI should be marked accordingly. VENDOR will instruct its personnel to keep such information confidential, using the same care and discretion with regard to the identified information as they use with information which VENDOR designates as confidential.

- However, VENDOR should not be required to keep confidential any information that is or becomes publicly available, is already in VENDOR's possession, is independently developed by VENDOR outside the scope of the Support contract or is rightfully obtained from third parties. In addition, VENDOR should not be required to keep confidential any ideas, concepts, know-how, or techniques relating to data processing submitted to VENDOR or developed during the course of the Support contract by VENDOR personnel or jointly by VENDOR and CSIR-4PI personnel. Any information that is disclosed to the CSIR-4PI by VENDOR pursuant to the Support contract and is confidential to VENDOR should be marked accordingly. CSIR-4PI will instruct its personnel to keep such information confidential, using the same care and discretion with regard to the identified information as they use with similar data which CSIR-4PI designates as confidential
- **Termination:** The Support contract may be terminated immediately by the CSIR-4PI giving written notice in the event of a breach of the Support contract by VENDOR or if VENDOR should become insolvent or enters into liquidation, whether compulsory or voluntary. In addition, the CSIR-4PI may by giving sixty (60) days' prior written notice to VENDOR terminate the Support contract. CSIR-4PI agrees to pay VENDOR any pending payments for services already delivered prior to the termination and for all services performed through the date of cancellation. If VENDOR wants to withdraw its services, it has to give 60 days written notice to the CSIR-4PI.
- **Indemnity:** Both parties agree to indemnify each other against any claim asserted against either party - for any infringement of any Intellectual Property Rights including patents, copyright, trademark, trade secrets, industrial design rights or other proprietary rights arising from use of Equipment or any part thereof pursuant to the Support contract - by any third party; provided either party agrees to notify the other party promptly of any such claim and provides the required authority and necessary information and assistance to investigate and defend, at their own expense, all claims asserted against that party as cited above.
- **Limitation of Liability:** Under no circumstances should the liability of VENDOR, regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the lesser of: a) actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the parties under the Support contract or b) fee received under the Support contract.
- **Waiver:** Failure or delay on the part of either party to exercise any right or remedy (whether single or partial) under the Support contract should not be construed or operated as a waiver of such right or remedy or a waiver of such right to subsequently enforce such right or remedy.
- **Non Solicitation:** Except as otherwise expressly agreed to by VENDOR in writing, during the term of the Support contract and for a period of one (1) year following its termination or expiration, CSIR-4PI agrees not to directly or indirectly or through third parties solicit or hire for employment any of VENDOR's current or previous employees (unless a period of twelve months has elapsed from the last date that the employee was employed by VENDOR). In the event the CSIR-4PI breaches the Support contract, then the CSIR-4PI agrees to pay VENDOR a sum equal to or greater than two months professional charges as per details mentioned in the Support contract.
- **Force Majeure:** VENDOR should not be considered in default of its obligations if performance of such obligations is prevented or delayed by acts of God or government, war, riots, civil disorder, failure, or such other causes which are beyond VENDOR's control.
- **Entire Agreement:** The Support contract, including the Annexure attached hereto, sets forth the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

## CHAPTER 5

### Qualification Requirements

The Minimum Qualifying Criteria for participating in the tender is given below:

Sl. No	Criteria	**Documentary Evidences to be submitted as proof for the criteria
1	The bidder should have a direct office & support centre established in Bengaluru providing warranty/facility management / annual maintenance support for the PCs, Peripherals and Network Infrastructure during the last three years ending 31/10/2021.	In support of the details.  Copy of the valid GST registration certificate.
2	Bidder should have a turnover of minimum <b>Rs. 25 Crores per year in the last three financial years i.e. FY 2018-2019, FY 2019-2020 &amp; FY 2020-2021.</b>	Audited financial statements (Balance Sheet & Profit and Loss account) for the years, <b>2018-2019, FY 2019-2020 &amp; FY 2020-2021. Shall be enclosed for verification</b>
3	The bidder should have executed three *similar jobs with a cost of not less than Rs.10 crore two *similar jobs with a cost of not less than Rs.15 crore each or one *similar job with a cost of not less than Rs. 25 crore *Similar job means work of providing onsite FMS & Maintenance of PCs, laptops & Peripherals Network equipment's Data Center Facility management  in India for a period of at least two years for a client during the last five years ending 31.10.2021	For each contract satisfying the criteria. Copy of the PO/WO/Agreement <b>And</b> Client Certificate/s from the client for the successful completion of minimum two years of the contract/s.
4	The bidder should have successfully provided onsite facility management services/annual maintenance contract/ warranty support to at least two Corporates / Institutions / Government / Public Sector Units in India covering at least PCs, Peripherals and Network equipment's for at least one year during the last three years ending 31/10/2021	For each contract satisfying the criteria. And Copy of the PO/WO or Client Certificate for the successful completion of contract.

Sl. No	Criteria	<b>**Documentary Evidences to be submitted as proof for the criteria</b>
5	The bidder should have maintained at least 260 number of PCs onsite for at least one year during the last three years ending 31/10/2021.	For each client/contract. and Copy of the PO/WO or Client Certificate for the successful completion of contract.
6	The bidder should have installed/configured and maintained Network switches including Layer 3, router, firewall appliance for at least one year during the last three years ending 31/10/2021.	For each client/contract. and Copy of the PO/WO or Client Certificate for the successful completion of contract.
7	The bidder should have provided/is providing 24x7 manned Data centre facility management for at least three years ending 31/10/2021	For each client/contract. and Copy of the PO/WO or Client Certificate for the successful completion of contract.
8	The bidder should be a Cisco Premier certified or above partner.	Copy of the valid certificate as on 31/10/2021
9	The bidder Should have a valid ISO/IEC 20000-1:2015 certification.	Copy of the Valid Certificate as on 31/10/2021

\*\*The documentary evidence submitted by the bidders as proof shall meet the respective criteria in all aspects.

## CHAPTER 6 Contract Form

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

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

### BETWEEN

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
01. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier's Bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) [ *Add here any other document(s)* ]
03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

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

in the presence of [ *insert identification of official witness* ]

54

For and on behalf of the Supplier  
Signed: [ *insert signature of authorized representative(s) of the Supplier* ]  
in the capacity of [ *insert title or other appropriate designation* ]

in the presence of [ *insert identification of official witness* ]

## CHAPTER 7

### Other Standard Forms (To be enclosed as indicated below)

#### Table of Contents

<u>Form No</u>	<u>Name</u>	<u>Page No.</u>
1	Bidder Information Form (to be enclosed with the technical bid)	56
2	Bid Security Form (to be enclosed with the technical bid)	57
3	Bid Securing Declaration. (to be enclosed with the technical bid)	58
4	Performance Statement Form (to be enclosed with the technical bid)	59
5	Deviation Statement Form (to be enclosed with the technical bid)	60
6	Service Support Detail Form (to be enclosed with the technical bid)	61
7	Bid Form (to be enclosed with the price bid)	62
8	Performance Security Form (to be enclosed with the technical bid)	63
9	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.	64
10	Certificate by bidder for participation	65
11	Indemnity Bond	66
12	Integrity Pact	67
13	Price Schedule as per BOQ (to be enclosed with the price bid )	

**FORM – 1**

**Bidder Information Form**

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

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

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

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

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.	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>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.
08	COUNTRY OF ORIGIN OF PRODUCT (S):
09	ADDRESS OF THE PLACE OF 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.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

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

Name \_\_\_\_\_

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

**FORM - 2**

**BID SECURITY FORM**

Whereas \_\_\_\_\_ (hereinafter called the tenderer”) has submitted their offer dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser 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 i.e., up to \_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than this date.

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

FORM – 3

**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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

**FORM - 4**

**PERFORMANCE STATEMENT FORM**

**(For a period of last 3 years)**

**Name of the Firm.....**

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of 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 address

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

Place :

Date :

**FORM - 5**  
**DEVIATION STATEMENT FORM**

SI.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
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**Signature of Bidder**

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

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".

FORM - 6SERVICE SUPPORT FORM

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

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

Place :

Date :

**FORM – 7**

**Bid Form**

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

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

Tender No. :

To : Director, CSIR-4PI, Bengaluru

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, including Addenda No.: <b>[insert the number and issuing date of each Addenda]</b>
(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 <b>[insert a brief description of the Goods and Related Services] as specified in Chapter 4</b>
(c)	The total price of our Bid, excluding any discounts offered in item (d) below, is: <b>[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]</b>
(d)	The discounts offered and the methodologies for their application are: <b>Discounts.</b> If our bid is accepted, the following discounts shall apply. <b>[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]</b>
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.17.1, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
(g)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: <b>[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]</b>

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

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

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

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

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

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]  
Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

FORM – 8

PERFORMANCE SECURITY FORM/STAND-BY LETTER OF CREDIT

To,  
.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, Name & Address of the 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.**

**FORM - 9**

**Format for declaration by the Bidder for Code of Integrity & conflict of interest**  
*(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)*

**(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 Seal

**FORM – 10**

(for details refer .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.)

**Certificate by bidder for participation**

I have read the tender document of tender no. \_\_\_\_\_ along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or, if from a such a country, has been registered with the Competent Authority. A valid certificate issued by the competent Authority has been attached with the bid. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Signature of the bidder  
Name of the Signatory

**FORM 11**  
**INDEMNITY BOND**

No. 4PI/PUR/2K21/026

Date:-----

**1) Amalgamation/Acquisition**

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to The Head, CSIR-4PI, BENGALURU to fulfill the contractual obligations as per the terms of the CSIR-4PI Global Tender and quotation of M/s. -----No. ----- dated-----and CSIR Fourth Paradigm Institute P.O. No.4PI/-----dated ----- . The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

**2) Joint Venture, Consortium or Association**

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the CSIR-4PI 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 CSIR-4PI.

**3) Patent Indemnity**

The Supplier shall, subject to CSIR-4PI's compliance and indemnify and hold CSIR-4PI and its employees and officers harmless 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 CSIR-4PI 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.

For M/s. -----  
Principal Supplier.

For M/s. -----  
Indian Agent.

**Format - 12**

**INTEGRITY PACT**

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_ hereinafter referred to as "The Principal".

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

Preamble

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

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

**Section 1 – Commitments of the Principal**

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - (3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

- (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)

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

Place.....

Place.....

Date.....

Date.....

Witness 1:(Name & Address): \_\_\_\_\_

Witness 2:(Name & Address): \_\_\_\_\_