



CSIR–Fourth Paradigm Institute  
NAL Belur Campus, NWTC Road  
Bengaluru–560037 Karnataka, India  
Phone: +91-80–25051947/45

TENDER NO: 4PI/PUR/2K25/186

Date: 27.02.2026

**NOTICE INVITING TENDER ON PAC BASIS**

**FOR**

**SoilOptix Instrument and Accessories with data processing subscription.**

**Important Information / Instructions**

- All the pages of the tender document must be thoroughly read & understood by the bidder. Submission of the bid against the tender shall be deemed as the entire tender document is read, understood, complied, and stands bound by the Bidder. There is no deviation / reservation / limitation against the stipulated terms and conditions of the tender document.
- Unsigned bids will be summarily rejected.
- **Price preference under MSME and Make in India Clauses are not applicable.**
- **We do prefer quote in foreign currency, if the supply is imported.**
- Bidder must attach Price reasonability certificate. A certificate indicating that rates quoted are not higher than those charged to other govt / CSIR/ PSU's for same supplies.
- OEM Authorization Certificate. MAF (Manufacturer Authorization Certificate) as annexed to the Tender Document is must, in case the bidder is not the manufacturer.
- All the enclosed forms and formats mentioned in Section IX to be printed on letter head of the bidder duly signed, scanned and to be attached with the bid.
- For detailed terms and conditions of the NIT, please refer the standard Tender document available on our website. [Standard Tender Document.pdf](#)



**CSIR–Fourth Paradigm Institute**  
**NAL Belur Campus, NWTC Road**  
**Bengaluru–560037 Karnataka, India**  
**Phone: +91-80–25051947/45**

Email : [spo.4pi@csir.res.in](mailto:spo.4pi@csir.res.in), [purchase.4pi@csir.res.in](mailto:purchase.4pi@csir.res.in), [Website: www.csir4pi.in](http://www.csir4pi.in)

**Tender No.4PI/PUR/2K25/186**

**NOTICE INVITING TENDER ON PAC BASIS**

CSIR- Fourth Paradigm Institute (CSIR-4PI), BENGALURU India, is one of the premier national institute under aegis of Council of Scientific and Industrial Research (CSIR) under Department of Scientific and Industrial Research (DSIR) Government of India. CSIR-4PI is a Science and Knowledge based Research and Development organization including quality education & training.

The Director, CSIR-Fourth Paradigm Institute, Bengaluru herein after called as the ‘Purchaser’ is intended for procurement of below mentioned items through online bidding at E-publishing.

**Online bids are invited from OEM through their Indian Agents/ Authorized partners / Stockiest / Suppliers across the world through the portal. CSIR-4PI Prefers the bids in Foreign Currency incase the supply is made from outside India.**

Sl.. No.	Tender No.	Description of items	Quantity	Single/Two bid
1	4PI/PUR/2K25/186	SoilOptix Instrument and Accessories with data processing subscription. (Technical Specifications as per Section - VI)	01 Nos	Single (PAC)

The address for obtaining further information:

Stores and Purchase Officer  
CSIR - Fourth Paradigm Institute (CSIR-4PI),  
NAL Belur Campus,  
NWTC Road, BENGALURU – 560037  
Karnataka, India  
Tel # : 080 25051945/25051947  
Email: [spo.4pi@csir.res.in](mailto:spo.4pi@csir.res.in) [purchase.4pi@csir.res.in](mailto:purchase.4pi@csir.res.in)

**SCHEDULE CUM CRITICAL DATE SHEET**

1	Name of intending Organization	CSIR-Fourth Paradigm Institute Bengaluru
2	Tender Reference No	4PI/PUR/2K25/186
3	Tender Type	Single (PAC)
4	Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Supply
5	No of Covers (One/Two/Three/Four)	One
6	Tender Category (Services/Goods/Works)	Goods
7	Allow Resubmission (Only in online mode within scheduled period)	Yes
8	Allow Withdrawal (Only in online mode within scheduled period)	Yes
9	Allow Offline Submission	No
10	Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Goods
11	Supply Title	SoilOptix Instrument and Accessories with data processing subscription.(Technical Specifications as per Section - VI)
12	Supply Description	SoilOptix Instrument and Accessories with data processing subscription. (Technical Specifications as per Section - VI)
13	Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others
14	Is Multi Currency Allowed	Yes
15	a) Tender Publishing Date & Time	
	b) Document Download Start Date & Time	
	c) Bid Submission Start Date & Time	
	d) Bid Submission End Date & Time	
	e) Bid Opening Date & Time	
16	Bid Validity Days	45 days from the date of opening of the Bid
17	Address for communication	CSIR- Fourth Paradigm Institute NAL Belur Campus, Wind Tunnel Road, Bengaluru - 560037, Karnataka-India
18	Inviting Officer	Stores & Purchase Officer on behalf of the Director CSIR-4PI, Bengaluru
19	Contact No	25051945/1947
20	E-mail Address	<a href="mailto:spo.4pi@csir.res.in">spo.4pi@csir.res.in</a> , <a href="mailto:purchase.4pi@csir.res.in">purchase.4pi@csir.res.in</a>
21	Details specification of the Goods/Services	<b>Refer Section - VI</b>

## Section V

### Special Conditions of Contract (SCC)

Document No. Tender No.4PI/PUR/2K25/186

**Tender Title: SoilOptix Instrument and Accessories with data processing subscription. (Technical Specifications as per Section - VI)**

*Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.*

S.N.	GCC Clause Ref	Condition
	Definitions and Abbreviations	<b>SoilOptix Instrument and Accessories with data processing subscription. (Technical Specifications as per Section - VI)</b>
1	GCC 2.1.1(l)	The Purchaser is: The Director, CSIR Fourth Paradigm Institute NAL Belur Campus, NWTC Road, Bangalore – 560 037 Karnataka-India
2	GCC 2.1.1(m)	The Final Destination is: The Director, CSIR Fourth Paradigm Institute NAL Belur Campus, NWTC Road, 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>Five Percent (5%) 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	a) <b>Payments Terms: 100 % Letter of Credit (80+20) in foreign currency against delivery, Installation, commissioning and Acceptance.</b>
		<b>or</b>
		b) <b>100% Bill basis in IRR against delivery, Installation, commissioning and Acceptance.</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.
		d) Taxes and Duties : <i>As applicable</i>
		e) <b>Delivery Schedule: 12 Weeks from the date of acceptance of Supply Order/ Opening of LC whichever is later.</b>
		f) <b>Warranty: 3 years comprehensive onsite warranty from date of commissioning &amp; acceptance of the supply.</b>
5	GCC 2.27.1	<b>Liquidated Damages</b>
		(a) If the Contractor 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 place of jurisdiction is <b>Bengaluru, India.</b>
7	GCC 2.35.1	Notices For notices the Purchaser's address is THE DIRECTOR, CSIR- FOURTH PARADIGM INSTITUTE, NAL Belur Campus, NWTC Road Bengaluru, Karnataka-India. Tel #: 00 91 80 25051945/25051947 Email: <a href="mailto:spo.4pi@csir.res.in">spo.4pi@csir.res.in</a> , <a href="mailto:purchase.4pi@csir.res.in">purchase.4pi@csir.res.in</a> .
8	GCC 2.32.2	Details of Independent External Monitor (IEM): N/A  1. Shri Jagdip Narayan Singh, IAS (Rtd) Email: jagadipsingh@yahoo.com 2. Shri Arun Kumar Gupta, Ex-CMD, SCI Email: guptaarun55@rediffmail.com

## SECTION-VI

### Technical Specifications for SoilOptix Instrument and Accessories with data processing subscription.

SI. No	Description	Qty
	<b>SoilOptix, Canada Make Top Soil Mapping System consists of the following:</b>	
1	<p>SoilOptix Sensor: SoilOptix SO-4200 Gamma Radiation; with mounting hardware; wireless logging; poly travel case and Communication Cable. Three-year warranty for the instrument.</p> <p>The SoilOptix® Top Soil Mapping system is a robust gamma-ray sensor developed for mapping applications in agricultural fields. The housing is ultra-rugged and made of Kevlar strengthened carbonified and has extra rugged end-caps. The system can be mounted on all kinds of vehicles. I.e. tractors, quads, or cars.</p>	1
2	<p>Data Processing Annual Subscription: 500 ha per year; includes up to 32 soil properties per field.: Unmatched soil texture profiling Macro &amp; micro nutrients layers, Elevation data &amp; complex models</p> <p><b>Data Analysis Fee Subscription charges for one year</b></p>	One year
3	<p>Necessary accessories (RTK GNSS Receiver RS4 PRO, ruggedized field computer)</p>	One number each

# **BIDDING FORMS**

# Section IX

## Form 1

### Bid Form (Covering Letter)

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid, along with supporting documents, if any) (On Bidder's Letter-head) (Strike out alternative phrases not relevant to you) Bidder's Name\_  
[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To

[Complete address of the Procuring Entity]

Ref: Your Tender Document No. Tender No.4PI/PUR/2K25/186

Tender Title: " SoilOptix Instrument and Accessories with data processing subscription" (Technical Specifications as per Section - VI).

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

#### 1) **Our Credentials:**

(a) We are submitting this bid: -

- on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

- as authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.3 (OEM's Authorization).

Or

- as agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form1.4 (Declaration by Agents/ Associates of Foreign Principals/ OEMs).

(b) We..... hereby certify that  We/  our Principals/ OEM M/ s.....are proven, established, and reputed manufacturers with factories at ..... which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Procuring Entity.

2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 6: 'Qualification Criteria - Compliance.

3) Our Bid to supply Goods:

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 3: 'Schedule of Requirements - Compliance and Form3: 'Technical Specifications and Quality Assurance - Compliance.'

4) **Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- (a) Based on terms of delivery and delivery schedule confirmed by us; and
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (c) Based on the terms and mode of payment as stipulated in the Tender Document.  
We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
- c) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - iv) those prices; or
  - v) the intention to submit an offer; or
  - vi) the methods or factors used to calculate the prices offered.
- d) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) **Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 8: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

6) **Bid Securing Declaration**

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 10: 'Documents Relating to bid security.'

7) Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period upto-----, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self- certified copies of all such certificates, documents, affidavits/ undertakings.

9) **A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.

10) Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11) Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

12) Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of [name  
& address of Bidder and seal of company]

**Form 1.1**  
**Bidder Information Form**

(To be submitted as part of Technical bid) (On Company Letter-head)

(Along with supporting documents, if any) Bidder's Name\_\_\_\_\_ [Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

Tender Document No. Tend No. 4PI/PUR/2K25/186 Tender Title: SoilOptix Instrument and Accessories with data processing subscription.

*Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.*

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

1) Bidder/ Contractor particulars:

- (a) Name of the Company:.....
- (b) Corporate Identity No. (CIN): .....
- (c) Registration, if any, with The Procuring Entity: .....
- (d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- (e) Place of Registration/ Principal place of business/ manufacture .....
- (f) Complete Postal Address: .....
- (g) Pin code/ ZIP code: .....
- (h) Telephone nos. (with country/ area codes): .....
- (i) Mobile Nos.: (with country/ area codes): .....
- (j) Contact persons/ Designation: .....
- (k) Email IDs: .....

*Submit documents to demonstrate eligibility as per NIT-Clause 3 and ITB-clause 3.2 - A self- certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.*

2) Taxation Registrations:

- (a) PAN number: .....
- (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
- (c) GSTIN number.....in Consignor and Consignee States
- (d) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.*

3) Authorization of Person(s) signing the bid on behalf of the Bidder

(a) Full Name: \_\_\_\_\_

(b) Designation: \_\_\_\_\_

(c) Signing as:

A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

*Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*

4) Bidder's Authorized Representative Information

(a) Name:

(b) Address:

(c) Telephone/ Mobile numbers:

(d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company] DA: As above

.....

## Form 1.2 Eligibility Declarations

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No.4PI/PUR/2K25/186 Tender Title: SoilOptix Instrument and Accessories with data processing subscription.

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.*

### **Eligibility Declarations;**

*(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)*

We hereby confirm that we are comply with all the stipulation of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) **Legal Entity of Bidder:** \_\_\_\_\_
- 2) **OEM/ Manufacturer/ Agent/ Dealership Status:** \_\_\_\_\_
- 3) We  are/  are not a JV \_\_\_\_\_
- 4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
  - (i) Are having years of past experience minimum for 3 years for same/similar service/ supply.
  - (ii) Supplied same/similar goods minimum for Two Nos to CSIR/Government of India Institutes / Organizations / Reputed private customers in the last Three years.
  - (iii) Are registered with tax authorities (please attach copy of GST, PAN, TAN and applicable registration)
- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (including our Contractors/ subcontractors for any part of the contract):
  - (iv) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
  - (v) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- c) Do not have any association (as bidder/ partner/ Director/ employee in any

capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.

- d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

- 5) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

*“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

6) **MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/  
Others:.....
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

7) **Start-up Status**

we confirm that we  are/  are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8) **Make in India Status: Not Applicable**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

**(a) Self-Certification for the category of suppliers:**

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

**(b) We also declare that**

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9) **Self-Declaration by Indian Agents/ Associates of Foreign Principals**

- (a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1 annexed herewith.
- (b) Agency Agreement shall be submitted with Form 1.4. It shall cover
  - (i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
  - (ii) any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- (c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- (d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.
- (e) Confirmation is given in Form 1.4 annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

10) **Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
.....

[name & address of Bidder and seal of company]

DA: As in Sr 9 to 14 above, as applicable

**Form 1.3**  
**OEM's Authorization**

(Ref ITB-clause 9.2)

(On Company Letter Head)

(To be submitted as part of Technical bid)

OEM's Name \_\_\_\_\_

[Address and Contact Details]

OEM's Reference No. \_\_\_\_\_

Date.....

The Director, CSIR-4PI,

through Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Dear Sirs,

Ref. Your Tender Document No. Tend No.4PI/PUR/2K25/186; Tender Title: SoilOptix Instrument and Accessories with data processing subscription.

- 1) We, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise M/s.-----  
(*name and address of the authorised dealer*) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ....., dated/ since.....
- 2) We further confirm that no Contractor or firm or individual other than M/s. .... (*name and address of the above-authorised dealer*) is authorized for this purpose.
- 3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
- 4) Our details are as under: ( In India)
  - (a) Name of the Company:.....
  - (b) Complete Postal Address: .....
  - (c) Pin code/ ZIP code: .....
  - (d) Telephone nos. (with country/ area codes): .....
  - (e) Fax No.: (with country/ area codes): .....
  - (f) Mobile Nos.: (with country/ area codes): .....
  - (g) Contact persons/ Designation: .....
  - (h) Email IDs: .....
- 5) We enclose herewith, as appropriate, *our*-----(*Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*)

Yours faithfully,.....

[signature with date, name, and designation]

for and on behalf of M/s.....

[name & address of the OEM and seal of company]

DA: As above

FORM - 2

**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 - 3 Schedule of Requirements - Compliance

(Ref ITB-clause 9.2, Schedule VI: Schedule of Requirements) (To be submitted as part of Technical bid)  
(on Company Letter-head)

Tender Document No. Tend No.4PI/PUR/2K25/186, Tender Title: SoilOptix Instrument and Accessories with data processing subscription.

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note to Bidders: Fill up this Form regarding Section VI: Schedule of Requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

<b>Tender Title</b>		SoilOptix Instrument and Accessories with data processing subscription.							
<b>Tender Reference No</b>		4PI/PUR/2K25/186							
Sched ule	Item Sr	HSN Code	<sup>4</sup> GST %	Description of Goods	Quantity	Units of Quantity	Delivery offered	Destination, State	Bidder's GSTIN
1	2	3	4	5	6	7	8	9	10
	1								

<sup>4</sup> Mention total % and breakup into CGST, SGST, IGST, Cess etc.

**FORM - 4**  
**Deviations from Schedule of Requirements**

*Note to Bidders: Highlight deviations, if any, from Section VI: Schedule of Requirements in this Form.*

SI. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section IV: Schedule of Requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....  
 (Signature with date)

.....  
 (Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
 [name & address of Bidder and seal of company]

**Form - 5**

**Technical Specifications and Quality Assurance – compliance**

(Ref ITB-clause 9.2, Schedule VII: Technical Specifications and Quality Assurance) (To be submitted as part of Technical bid)  
(on Company Letter-head)

Tender Document No: Tend No.4PI/PUR/2K25/186 Tender Title: SoilOptix Instrument and Accessories with data processing subscription.

Bidder's Name\_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No.\_\_\_\_\_Date.....

*Note to Bidders: Highlight in this form deviations, if any, from Section VII: Technical Specifications and Quality Assurance, maintaining the same numbering and structure. Submit copies of original test certificates for standards/ specification tests on the Goods and other relevant documents like technical data, literature, drawings, etc. Add additional details not covered elsewhere in your bid in this regard.*

SI. No.	Ref of Technical Specification and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

**Form - 6**  
**Qualification Criteria – Compliance**

(Ref ITB-clause 9.2, Schedule VIII Qualification Criteria) (To be submitted as part of Technical bid) (on Company Letter-head)

Tender Document No. Tend No. 4PI/PUR/2K25/186, Tender Title: SoilOptix Instrument and Accessories with data processing subscription. (Technical Specifications as per Section - VI)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteria may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Section VIII: Qualification Criteria.*

- 1) Location of the manufacturing Factory
- 2) Details of Plant and Machinery executed and function in each department (Monographs & description pamphlets) be supplied, if available.
- 3) Details of arrangement for quality control of products such as laboratory etc
- 4) Details of Technical Supervisory staff-in-charge of production and quality control (a) Skilled labour employed.  
(b) Unskilled labour employed.  
(c) The maximum number of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
- 5) Installed production capacity of item(s) quoted for, with the existing plant and machinery.  
(a) The installed monthly production capacity for----- and the type of-----  
(b) What portion of the production capacity shall be reserved for this contract? Indicate reserved capacity in terms of the number of items of Goods per month. (c) average monthly production of-----during the last 5 years on a single shift basis  
(d) Existing order on hand for -----
- 6) Have you supplied the Goods tendered for or other identical items in the past? If so, details of supplies in the last five years may be furnished in Form 7.
- 7) Details relating to Section VIII: Qualification Criteria.....
- 8) Documents Attached supporting the compliance to qualification criteria:

Sr	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
[name & address of Bidder and seal of company] DA:

As above, if any

**Form - 7**  
**Performance Statement**

Statement of Supplies During Last Five Years and Outstanding Current Orders

(Ref ITB-clause 9.2 Schedule VIII Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No: 4PI/PUR/2K25/186 Tender Title: SoilOptix Instrument and Accessories with data processing subscription.

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.*

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date---

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
.....

[name & address of Bidder and seal of company]

DA: Performance records/ contracts

**Form - 8**  
**Terms And Conditions - Compliance**

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender Document No. Tend No: 4PI/PUR/2K25/186 Tender Title: SoilOptix Instrument and Accessories with data processing subscription.

*Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

SI. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

**Form 9**  
**Check-List for Bidders**

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name \_\_\_\_\_ [Address  
and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender Document No. Tend No: 4PI/PUR/2K25/186 Tender Title: SoilOptix Instrument and Accessories with data processing subscription. (Technical Specifications as per Section - VI)

*Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.*

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- Bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
	a. Self-attested copy of Registration certificates etc. of the firm	
	b. Self-attested copy of PAN	
	c. Self-attested copy of GSTIN registration(s)	
	d. Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
	a. Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighboring countries	
	b. Self-attested copy of MSME registration – N/A	
	c. Self-attested copy of Start-up registration/ status – N/A	
	d. Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore – N/A	
4.	Form 1.3: OEM's Authorization Form duly filled up (if applicable to Bidder concerned)	
	a. Self-attested copy of Registration certificates etc. of the OEM/ principal	
	b. Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.3 of OEM/ Principal	
5.	Form 2 : Bid Securing Declaration form	
6.	Form 3: 'Schedule of Requirements - Compliance	
7.	Form 4 : Deviations from Schedule of Requirement	
8.	Form 5: Technical Specifications and Quality Assurance - Compliance	

a.	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
9.	Form 6: Qualification Criteria - Compliance	
a.	Documents Attached supporting the compliance to qualification criteria	
10.	Form 7: Performance Statement	
a.	Documents/ contracts supporting the performance statement	
11.	Form 8: Terms and Conditions - Compliance	
a.	Documents if any at the option of Bidder, supporting deviation	
12.	Form 9: This Checklist	
13.	Form 10: Documents relating to Bid Security	
14.	Form 11 - Integrity Pact	
15.	Form 12 - Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.	
16.	Form 13 - Format of Affidavit of self-certification regarding domestic value addition	
17.	Form - 14 Certificate by bidder for participation	
18.	Form - 15 Service Support Detail Form	
19.	Form - 16 No Relationship Form	
20.	Price Schedule (BOQ) Excel Sheet downloaded from the Portal filled and uploaded)	
21.	Any other requirements, if stipulated in TIS/ AITB; or if considered relevant by the Bidder	

.....  
 (Signature with date)

.....  
 (Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

**Form -10**  
**Documents relating to Bid Security**

(Ref ITB-clause 9.2)

*Note: To be submitted as part of Technical bid, along with supporting documents, if any. Submit as Form 7 as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.*

**Bid Securing Declaration**

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

To

[Complete address of the Procuring Entity]

Date.....

Ref: Tend No: 4PI/PUR/2K25/186 Tender Title: SoilOptix Instrument and Accessories with data processing subscription.

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity;  
or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
  - (a) of cancellation of the entire tender process or rejection of all bids or (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date).....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of ..... [insert date of signing]

Place..... [ insert place of signing]

## Form-11 Integrity Pact

(If stipulated in TIS, ref Claus 8.2.1 of ITB) (To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Integrity Pact for Tender Document No. Tend No: ..... Tender Title: .....

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 202\_\_ at \_\_\_\_\_, India.

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of The Director, CSIR-4PI (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. \_\_\_\_\_ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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 shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 - Commitments of the '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, shall 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 shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall 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 shall 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 shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

## Section 2 - Commitments of the 'Bidder/ Contractor'

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The 'Bidder/ Contractor' shall 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 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/ Contractor' shall 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 cartelisation in the tender process.
  - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall 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/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors 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/ Contractor. 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 placed in Appendix to this agreement.
  - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
  - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts** If the 'Bidder/ Contractor', 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 their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

#### Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' 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) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the 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 shall inform the same to the Chief Vigilance Officer.

#### Section 8 - Independent External Monitor

- 1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.
- 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 shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- 5) The Principal shall 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 the Monitor the option to participate in such meetings.

- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall 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.
- 7) The Monitor shall submit a written report to the Head of the Procuring Organisation 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.
- 8) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation 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 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 the Head of the Procuring Organisation.

#### Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The 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 shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Principal

(Name of the Officer and Designation) (Office Seal)

For and on behalf of 'Bidder/ Contractor'

Name of the Officer and Designation) (Office Seal)

For and on behalf of the Principal

Place

Date Witness 1:

(Name & Address) Witness 2:

(Name & Address)

## **Appendix to Integrity Pact**

### **Guidelines for Indian Agents of Foreign Suppliers**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.
- 1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal/ OEM, whether should be brought on record in the Agreement and be made explicit.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.
- 2.1 Bidders of Foreign nationality shall furnish the following details in their offers:
  - 2.1.1 The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority are given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
  - 2.1.3 Confirmation of Bidder that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.
- 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The 'Bidder/ Contractor' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
  - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Bidder for himself.
  - 2.2.3 Confirmation of the foreign principals of Bidder that the commission/ remuneration, if any, reserved for Bidder in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares in case of operation items.
- 2.3 In either case, in the event of contract, materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned bid liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

**FORM - 12**

**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 – 13 N/A

### Format for Affidavit of Self Certification regarding Local Content in the proposed bid

TENDER NUMBER:

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

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

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order No.P-45021/2/2017 - PP (BE-II) dated 16.09.2020

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

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

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

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

**i. Name and details of the PLACE OF LOCATION OF VALUE ADDITION:**

- ii. R &D Equipment for which the certificate is produced
- iii. Procuring entity to whom the certificate is furnished

**iv. Percentage of local content claimed:**

This is to certify that the information / details given above are true. If it is found at a later stage that any or all of the certification is found to be false or documents establishing value addition is not produced or insufficient I shall be liable for the false declaration. I shall co-operate with the nodal ministry or the procuring entity for verification of records establishing local content.

For and on behalf of (Name of firm/entity)

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

**NOTE: AUTHORISED SIGNATORY AS PER THE PPMI ORDER**

**FORM - 14**

(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 - 15**

**SERVICE 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 – 16**

**NO RELATIONSHIP FORM**

This certificate is issued to affirm that we, M/s. \_\_\_\_\_, participating in the tender process for \_\_\_\_\_ (specify the goods/services being procured) under tender No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the CSIR FOURTH PARADIGM INSTITUTE (CSIR-4PI), Bangalore, hereby declare that there exists no relationship, whether direct or indirect, between any of our employees and any employee (Regular/Temporary) of the procuring organization, namely CSIR-4PI, Bangalore.

We understand and acknowledge that in the event of any such relationship being discovered at any stage during the tender process or subsequent contract execution, we shall accept full responsibility for such findings.

Furthermore, we undertake that we are liable to be blacklisted by the procuring organization, and the Earnest Money Deposit (EMD) and Performance Bank Guarantee (PBG) submitted by us will be forfeited by CSIR-4PI, Bangalore without any recourse.

This declaration is made in good faith and with full awareness of the consequences of providing false information.

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

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

Signature  
(Name of the Authorized Signatory)  
Company Seal

# FORMATS

## Format 1: Contract Form

(Ref Clause 13.2.5 of ITB)

[Complete address of the Procuring Entity]

Contract No..... dated.....

To

Contractor [Write Name]

Unique GeM Supplier ID:.....

[Complete address of the contractor]

**Subject:** .....

**Ref:** 1. *This office' Letter of Award (LoA) No..... dated .....*

*This office Tender Document No. Tend No. 4PI/PUR/2K25/186; Tender Title: SoilOptix Instrument and Accessories with data processing subscription. , dated.....*

*and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the Tender Document')*

2. *Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated..... (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')*

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Goods stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

*Note: The words, expressions, definitions, and abbreviations used in this contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.*

(Signature, name and address of [Procuring Entity]'s authorized official) For and on behalf of.....

Received and accepted this contract .....

(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of .....

(Name and address of the contractor)

.....

(Seal of the contractor)

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

**Format 1.1: Bank Guarantee Format for Performance Security**

(Ref Clause 9.4 of ITB and clause 5.7of GCC) To

[Complete address of the Procuring Entity]

Whereas ..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no ..... date..... to supply ..... (description of goods and Works/ Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, 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 contractor 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 contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor 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.....

Our.....branch at..... \*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our \* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

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

\*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

## Format 1.2: No Claim Certificate

(Refer Clause 12.3.1 of GCC) (On company Letter-head)

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

Contractor's Reference No. \_\_\_\_\_ Date.....

To

[Complete address of the Procuring Entity]

### No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----  
-----

We have received the sum of Rs. (Rupees  
\_\_\_\_\_ only) as final settlement due to us for the  
supply of \_\_\_\_\_  
under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or  
officer authorised to sign the contract documents. on  
behalf of the contractor

(company Seal)

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

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

### Format 1.3: Certification by Prospective Arbitrators

(Ref Clause 11.5.4 of GCC) To  
[Complete address of the Procuring Entity]

#### Certification by Prospective Arbitrators

1. Name: \_\_\_\_\_
2. Contact Details: \_\_\_\_\_
3. I hereby certify that I am retired officer of *[Name of Organisation]* retired as\_\_  
\_\_in \_\_\_\_\_grade.
4. I have no past or present relationship concerning the subject matter in dispute, whether financial, business, professional or another kind.

Or

I have past or present relationships concerning the subject matter in dispute, whether financial, business, professional or another kind. The list of such interests is as under:-----

5. I have no past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 amended from time to time.

Or

I have past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 as amended from to time. The details of such relationship or interest are as under:-----

6. There are no concurrent circumstances that are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months.

Or

Some circumstances are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months. The list of such circumstances is as under:.....

(Signature)

(Name & Designation)