

TENDER DOCUMENT

FOR

**FACILITY MANAGEMENT SERVICES FOR CSIR-4PI HPc, NETWORKING AND ASSOCIATED IT INFRASTRUCTURE**

**COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH**

CSIR FOURTH PARADIGM INSTITUTE

NAL Belur Campus, BENGALURU – 560037

KARNATAKA - INDIA

[](http://www.csir.res.in/)

Council of Scientific and Industrial Research

CSIR Fourth Paradigm Institute

NAL Belur Campus,

BENGALURU – 560037,

Karnataka-India

Tel # : 080 25051945/25051947

25086710/25086097

Email : spo@csir4pi.in, [purchase@csir4pi.in](mailto:purchase@csir4pi.in)

Website: www.csir4pi.in

**Tender No.CM-4PI/PUR/2K16/002 Date: July 22nd, 2016**

Invitation for Bids / Notice Inviting 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.

The Head, CSIR-4PI invites sealed bids from Companies/Service Providers. The Technical specifications are given in Chapter 4 appended herewith.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Tender No.** | **Brief Description of items** | **Quantity** | **Single /**  **Two Bid** |
| 1. | **CM-4PI/PUR/2K16/002** | **Facility Management Services for CSIR – 4PI HPC and associated IT Infrastructure** | As mentioned in Chapter 3 | TWO |

1. The address for obtaining further information:

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

25086710/25086097

Email:spo@csir4pi.in,purchase@csir4pi.in

The address for submission of bids :

**Stores and Purchase Officer,**

**CSIR-4PI, NAL-KODIHALLI, BENGALURU 560017**

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

|  |  |
| --- | --- |
|  | Bid Security   1. In case of Foreign Bidder : **US$ 1500/-**   **(US One Thousand Five HundredOnly)**   1. In case of Indigenous Bidder : **Rs.100000/-**   **(Rupees One Lakh Only)** |
|  | Forms as specified in Chapter No.8 |

1. All bids must be accompanied by a bid security as specified above and must be delivered to theabove office at the date and time indicated at Clause No. 4. Bids will be opened in the presence ofBidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday, the due date for submission of bids and opening of bids will be the following working day at theappointed time.

1. The Schedule for Pre-Bid Conference, Submission of Bids and Opening of Bids is as follows:-

|  |  |  |  |
| --- | --- | --- | --- |
|  | Date | Time in hours (IST) | Venue |
| Submission of Bids | 16/08/2016 | 09.30 HRS | Purchase Section, Kodihalli, Bangalore- 560017 |
| Opening of Technical Bids | 16/08/2016 | 11.00 HRS |

1. The Head, Council of Scientific & Industrial Research, Fourth Paradigm Institute(CSIR-4PI), BENGALURU reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

**M. Suneetha William**

**Stores and Purchase Officer**

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**LIST OF SHORT FORMS AND FULL FORMS**

|  |  |
| --- | --- |
| **ACRONYM** | **EXPANSION** |
| BG | BANK GUARANTEE |
| BS | BID SECURITY |
| CIF | COST INSURANCE FREIGHT |
| CIP | COST INSURANCE PRICE |
| CSIR | COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH |
| CVC | CHIEF VIGILANCE COMMISSIONER |
| DGS&D | DIRECTOR GENERAL OF SUPPLIES & DISPOSAL |
| EMD | EARNEST MONEY DEPOSIT |
| ESIC | EMPLOYEES STATE INSURANCE CORPORATION |
| FCA | FREE CARRIAGE ALONG SIDE |
| FOB | FREE ON BOARD |
| FS | FULL SCALE |
| GCC | GENERAL CONDITIONS OF CONTRACT |
| GOI | GOVERNMENT OF INDIA |
| ICC | INTERNATIONAL CHAMBERS OF COMMERCE |
| IEMs | INDEPENDENT EXTERNAL MONITORS |
| IOP | INTENSIVE OPERATION PERIOD |
| IP | INTEGRITY PACT |
| IPC | INDIAN PENAL CODE |
| IST | INDIAN STANDARD TIME |
| IT | INCOME TAX |
| ITB | INSTRUCTION TO BIDDER |
| JS (A) | JOINT SECRETARY (ADMINISTRATION) |
| LC | LETTER OF CREDIT |
| CSIR-4PI | CSIR FOURTH PARADIGM INSTITUTE |
| NIT | NOTICE INVITING TENDER |
| PS | PERFORMANCE SECURITY |
| SCC | SPECIAL CONDITIONS OF CONTRACT |
| UNCITRAL | UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE |

**CHAPTER 1 - INSTRUCTIONS TO BIDDERS - Table of Contents**

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**A. Introduction**

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1. **Eligible Bidders**
2. This Invitation for Bids is open to all companies/service providers.
3. 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 under this Invitation of Bids.
4. Bidders who fulfil the pre-qualification/eligibility criteria mentioned in **Chapter 5** will be considered for technical evaluation
5. **Cost of Bidding**
6. 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.
7. **Fraud and corruption**
8. The purchaser requires that the bidders, companies/Service providers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Term** | **Meaning** |
| (a) | Corrupt practice | The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution. |
| (b) | Fraudulent practice | a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract. |
| (c) | Collusive practice | means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels. |
| (d) | Coercive practice | means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract. |

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

**B. The Bidding Documents**

1. **Cost of Bidding Documents**

Interested eligible bidders can download the bidding documents from our Website www.csir4pi.in

1. **Content of Bidding Documents**
   1. The goods/services 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 / Notice Inviting Tender have been divided into Eight Chapters.
   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.
2. **Clarification of bidding documents**
3. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to any request for clarification, provided that such request is received notlater than ten (10) days prior to the due date for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of bidding documents and Clause relating to Due date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.
   1. **Amendment to Bidding Documents**
4. At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment as enumerated in **ITB Clause 1.42.0** of Instructions to the Bidders. The same would also be hosted on the website of the Purchase and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.
5. In order to allow prospective bidders reasonable time in which to take the amendment to 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.

**C. Preparation of bids**

1. **Language of Bid**
   1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhniyam, in that case views of Rajbasha unit of CSIR may be sought.
   2. The 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 Supplier.

**Documents Comprising the Bid**

1. The bid prepared by the Bidder shall include:

|  |  |
| --- | --- |
|  | Bidder Information Form |
|  | Bid security as specified in the Invitation to Bids |
|  | Service support details form |
|  | Deviation Statement Form |
|  | Performance Statement Form |
|  | Manufacturer’s Authorization Form |
|  | Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted |
|  | Documents establishing goods/services eligibility and conformity to bidding documents |
|  | Applicable Price Schedule Form |
|  | DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Government of India |
|  | Bid form |
|  | Schedule of requirements |

1. **Bid form and price schedule**
   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 **ITB Clause 1.18.3** of the bidding documents.
2. **Bid Prices**
3. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods/services it proposes to supply/render under the contract.
4. Prices indicated on the price-schedule form shall be entered separately in the following manner:
   1. **For Services rendered within India**

|  |  |
| --- | --- |
|  | The price of the services |
|  | Taxes which will be payable on the Services if the contract is awarded. |
|  | Incidental services, if any. |

1. **For Services rendered abroad**

|  |  |
| --- | --- |
|  | The price of the services to be quoted as specified in the price schedule form. |
|  | The agency commission charges payable to Indian agent in Indian rupees, if any. |
|  | Incidental services, if any |

1. ~~The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the INCO Terms published by the International Chambers of Commerce, Paris.~~
2. ~~Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. such offer shall be rejected as incomplete.~~
3. The price quoted shall remain fixed during the contract period and shall not vary on any account. No escalation of prices is permitted.
4. All Services must be listed and priced separately in the Price Schedules. If a Price Schedule shows list of Services but not priced, their prices shall be assumed to be included in the prices of other Services. Services not listed in the Price Schedule shall be assumed to be not included in the bid.
5. ~~The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty is leviable at a concessional rate, as follows:-~~

|  |  |
| --- | --- |
| ~~Excise Duty~~ | ~~The Purchaser is exempted from payment of Excise duty vide Govt. Of India Notification No.10/97-Central Excise dated 1~~~~st~~ ~~March, 1997~~ |
| ~~Custom Duty~~ | ~~The Purchaser is exempted from payment of Custom Duty vide Govt. Of India Notification No.51/96-Customs dated 23~~~~rd~~ ~~July, 1996~~ |

1. ~~In case of imports the freight & insurance will be paid by the Purchaser, as the consignments are to be shipped through the Purchaser nominated freight forwarder~~
2. The quotation should be only in Indian Rupees for indigenous Services. ~~In case of foreign quote, the Vendors may quote their rates in Indian Rupees as well as in Foreign Currency~~.
3. ~~In case of INR bids the price criteria should be on Free Delivery to CSIR-4PI, BENGALURU. Govt. Levies like central excise duty, sales tax, etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, VAT/ Central Sales Tax etc., if any.~~
4. ~~Custom Duty is levied on all import meant for CSIR-4PI. Since the suppliers are requested to quote only on FOB/FCA basis, freight, insurance and custom duty as applicable to R&D Institutions will be paid by the Purchaser, unless otherwise specified in~~ **~~CHAPTER 3~~**~~.~~

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

1. **Bid Currencies**
2. Prices shall be quoted in Indian Rupees for offers received for Services within India and in freely Convertible foreign currency in case of offers received for services from foreign countries.

**1.13Documents Establishing Bidder’s Eligibility and qualifications**

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.
2. The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that:

|  |  |
| --- | --- |
| (a) | The bidder meets the qualification criteria listed in bidding documents, if any. |
| (b) | ~~Bidder who doesn’t manufacture the goods it offers to supply shall submit Manufacturers’ Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and / or supply the goods~~. |
| (c) | In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the Services, if any. |

1. Conditional tenders shall not be accepted.
   1. **Documents Establishing Services**' **Eligibility and Conformity to Bidding Documents**
2. To establish the Services eligibility, the documentary evidence of the services eligibility shall consist of a statement on the country of origin of the services offered which shall be confirmed by a certificate.
3. To establish the conformity of the services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the 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 Services; |
| (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. The Bidder shall note that standards for service 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 is to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
   1. **Bid Security (BS) / Earnest Money Deposit (EMD)**
2. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled / Nationalized Bank in favour of The Head, CSIR-4PI, BENGALURU.
3. **In case of Foreign Bidder(s):**

|  |  |
| --- | --- |
|  | The BS shall be submitted either by the principal or by the Indian agent |
|  | The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Proforma invoice of their principals |
|  | The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DD’s are not accepted towards BS/EMD |

1. **In the case of indigenous bidders**
2. the BS shall be submitted by the Consultant/Service Provider.
3. Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash /cheque or any other form other than DD/Bank Guarantee as per **Annexure A.** No interest is payable on BS/EMD
4. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
5. The bid security shall be in Indian Rupees for offers received forServices within India and

denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders’ option:

|  |  |
| --- | --- |
| (a) | A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank / Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised / Scheduled Indian bank; **OR** |
| (b) | A Banker’s cheque or demand draft in favour of the **Purchaser** issued by any Nationalised / Scheduled Indian bank. |

1. The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the **ITB clause 1.15.11** are invoked.
   * 1. The bid security should be submitted in its original form. Copies shall not be accepted.
     2. The bid security of unsuccessful bidder will be discharged / returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
     3. The successful Bidder's bid security will be discharged upon the Bidder discharging the contractual obligations/acceptance of the deliverables at CSIR-4PI.

**In the present case, Performance Security and Warranty are not applicable.**

* + 1. In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
    2. 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 15 days of the order or fails to sign the contract. |

* + 1. 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.
  1. **Period of Validity of Bids**

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.
2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
   1. **Format and Signing of Bid**
4. The bids may be submitted as single bid or two-bid as specified in the Invitation for Bids.
5. In case the bids are invited on single bid 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.
6. In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedule forms. The second part shall contain the priced-bid comprising bid form and price schedule forms. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.
7. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
8. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

**D. Submission and sealing of Bids**

* 1. **Submission, Sealing and Marking of Bids**
     1. The bidders may submit their duly sealed bids generally by post or by hand.
     2. In the case of bids invited on single bid basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.

1.18.3 The main envelope (original) which will contain both the bids should be super scribed with

our **tender enquiry No. …………………. due on ……………….**and to be submitted to the address

given below so as to reach on or before **…………….. (IST) on ……………………**

**The Head,**

**CSIR- Fourth Paradigm Institute,**

**NAL Belur Campus,**

**BENGALURU – 560 037, India.**

The envelopes must be super-scribed with the following information:

• Tender Reference Number

• Due Date

• Name of the Vendor

**Envelope No. 1 : Shall contain “Technical Bid” and Bid Security (BS)/Earnest Money Deposit (EMD), etc. as per Clause 1.9.1 (a – j).**

The technical offer **should not contain any price information.**

The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation e.g. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----------25/25.

The Technical Offer should comprise of the following:

|  |  |
| --- | --- |
| a) | Tenders, which are submitted without following the two bid offer system, will summarily be rejected. |
| b) | The technical bid should contain commercial terms with reference to the tender |
| c) | The technical offer should be complete to indicate that all products and services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. **Unsigned Tenders will be rejected.** Failure to comply with this requirement may result in the bid being rejected. |

**Envelope No. 2 : Shall contain “Commercial Bid” with individual prices of all items as per Clause 1.9.1 ( k – l).**

* + - 1. (a) The inner and outer envelopes shall be addressed to the Purchaser indicated in the Special Conditions of Contract (SCC).

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

1. If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening of the submitted bid. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.
2. Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the Tender opening Committee without disclosing the price.

**1.19 Due date for Submission of Bids**

* + 1. Bids must be received by the Purchaser at the address specified in SCC not later than the time and date specified in NIT. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
    2. The Purchaser may, at its discretion, extend the due date 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 due date will thereafter be subject to the due date as extended.
       1. **Late Bids**

1. Any bid received by the Purchaser after the due date for submission of bids prescribed by the Purchaser will be rejected.
2. Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.
   1. **Withdrawal, substitution and Modification of Bids**
3. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with **ITB Clause 1.18** duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.17.4** (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

|  |  |
| --- | --- |
| (a) | Submitted in accordance with **ITB Clauses 1.17 and 1.18** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”; and |
| (b) | Received by the Purchaser prior to the due date prescribed for submission of bids, in accordance with **ITB Clause 1.19**. |

1. Bids requested to be withdrawn in accordance with **ITB Clause 1.21.1** shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

**E. Opening and Evaluation of Bids**

* 1. **Opening of Bids by the Purchaser**
     1. The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In case of two-bid, the financial bid shall be opened only after technical evaluation.
     2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
     3. The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedule form would however be announced only at the time of opening of Priced-bids in the case of two-bid system.
     4. Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
     5. Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.
  2. **Confidentiality**
     + 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.
       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.
  3. **Clarification of Bids**

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. **Conceptual Examination**
      1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.
      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.
         1. 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 non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and to be ignored, during the initial scrutiny:

|  |  |
| --- | --- |
|  | The Bid is unsigned |
|  | The Bidder is not eligible |
|  | The Bid validity is shorter than the required period |
|  | The Bidder has quoted for Services rendered by a different firm without the required authority letter from the proposed Consultant. |
|  | Bidder has not agreed to give the required performance security |
|  | The goods/services quoted are sub-standard, not meeting the required specification, etc. |
|  | Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule. |
|  | The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry. |

* + - 1. Bid Form and Price Schedule Form, in accordance with **ITB Clause1.10.** In case of two-bid system these forms shall be examined after opening of the price bids of the technically qualified bidders.

1. **Responsiveness of Bids**
   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. The Purchasers’ determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
  2. 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. **Non-Conformity, Error and Omission**
2. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
3. 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 non-material non-conformities 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.
4. 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. 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.
2. **Examination of Terms & Conditions, Technical Evaluation**
3. 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.
4. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause 1.14**, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
5. 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 1.26**, it shall reject the Bid.
6. **Conversion to Single Currency**
7. To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single bid and the rates prevalent on the date of opening of the Priced bids in the case of two-bid. For this purpose, exchange rate notified in **www.xe.com** or **www.rbi.org** or any other website could also be used by the purchaser.
   1. **Evaluation and comparison of bids**
8. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
9. 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.
10. The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:
    1. **For Services rendered within India**

|  |  |
| --- | --- |
|  | The price of the services including taxes already paid. |
|  | Taxes payable on the Services if the contract is awarded. |
|  | Incidental services, if any. |

1. **For Services rendered abroad**

|  |  |
| --- | --- |
|  | The price of the services as specified in the price schedule form. |
|  | The agency commission charges payable to Indian agent in Indian rupees, if any. |
|  | Incidental services, if any |

1. ~~The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF / CIP basis respectively. However, the CIF / CIP prices quoted by any foreign bidder shall be loaded further as under:-~~

|  |  |
| --- | --- |
| a) | ~~Towards customs duty and other statutory levies–as per applicable rates~~ |
| b) | ~~Towards custom clearance, inland transportation etc.- 2% of the CIF / CIP value~~ |

**~~Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.~~**

1. ~~In case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on ex-works, ( in case of indigenous items) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.~~
2. ~~Orders for imported stores need not necessarily be on FOB / FCA basis rather it can be on the basis of any of the INCO Term specified in International Chambers of Commerce (ICC) INCO Terms 2000 as may be amended from time to time by the ICC or any other designated authority and favourable to CSIR Laboratories / Institutes or Headquarters.~~
3. ~~Wherever the price quoted on FOB / FCA and CIF / CIP basis are the same, the Contract would be made on CIF / CIP basis only.~~
4. ~~The GCC and the SCC shall specify the mode of transport i.e. whether by air / ocean / road / rail.~~
5. **Comparison of Bids**
   1. The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid, in accordance with **ITB Clause1.30**.
6. **Contacting the Purchaser**
   * 1. Subject to **ITB Clause 1.24,** no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
     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.
7. **Post qualification**
8. 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 1.13.**
9. 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.
10. 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. **Negotiations**

1. There shall not be any negotiation normally. Negotiations, if at all, shall be an exception. 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/services.
   1. **Award Criteria**
      1. Subject to **ITB Clause 1.37**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.
         1. **Purchaser's right to vary Quantities at Time of Award**
            1. The Purchaser reserves the right at the time of Contract award to increase or decrease the services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantum/scope in the contract may be enhanced by 30% within the delivery period.
2. **Purchaser's right to accept any Bid and to reject any or All Bids**
   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.
3. **Notification of Award**
4. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
5. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
6. Upon the successful Bidder’s furnishing of the signed Contract Form pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.
   1. **Signing of Contract**
7. Promptly after notification, the Purchaser shall send the successful Bidder the Agreement.
8. Within twenty-one (21) days of date of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
9. The Purchaser shall send draft Non Disclosure Agreement to the Successful Bidder.
10. The Successful Bidder shall sign the Non Disclosure Agreement and return to the Purchaser.
    1. **Order Acceptance**
11. The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the Vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause1.15.11**.
12. The order acceptance must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order acceptance. Even after extension of time, if the order acceptance are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.
    1. **Performance Security**

**In the present case, the deliverables are only technical services. Hence, Performance Security and Warranty are not applicable.**

1. ~~Within 21 days of receipt of the notification of award / PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.~~
2. ~~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.~~
3. ~~The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.~~
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.~~
5. ~~The Performance security shall be in one of the following forms:~~

|  |  |
| --- | --- |
| ~~(a)~~ | ~~A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India or a Foreign Bank with preferably its operating branch in India in the form provided in the bidding documents.~~  **~~OR~~** |
| ~~(b)~~ | ~~A Banker’s cheque or Account Payee demand draft in favour of the purchaser~~ |

1. ~~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. ~~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.~~
3. ~~Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.~~
4. **~~Pre-bid Conference~~**

~~A Pre-bid Conference shall be held as indicated in invitation to bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate CSIR-4PI for 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 CSIR-4PI as indicated in invitation to bid. CSIR-4PI shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference, and all the participating bidders shall sign the same. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on CSIR-4PI website www.csir4pi.in for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the CSIR-4PI website after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the bidding document.~~

**CHAPTER 2**

**CONDITIONS OF CONTRACT**

1. **GENERAL CONDITIONS OF CONTRACT**

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**Note: The General Conditions of Contract shall form the part of purchase order / contract.**

**A.GENERAL CONDITIONS OF CONTRACT**

1. **Definitions**
2. 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 Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. |
| (d) | Day | 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) | Related Services | The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract. |
| (i) | SCC | The Special Conditions of 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) | Supplier | 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 | The place named in the SCC. |

* 1. **Contract Documents**
     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. **Fraud and Corruption**

1. The purchaser requires that bidders, suppliers, contractors and companies, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,
   1. The terms set forth below are defined as follows:

|  |  |  |
| --- | --- | --- |
| I. | Corrupt practice | The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution |
| II. | Fraudulent practice | A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract |
| III. | Collusive practice | A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels |
| IV. | Coercive practice | Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract |

1. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
   1. **Joint Venture, Consortium or Association/Amalgamation/Acquisition etc.**
2. 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.

# Amalgamation/Acquisition etc.:

# 

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale  its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition

* 1. **Scope of Supply**

1. The Services to be rendered shall be as specified in the Schedule of Requirements.
   1. **Suppliers’ Responsibilities**
2. The Supplier shall render 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.
   1. **Contract price**
3. Prices charged by the Supplier for the Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
   1. **Copy Right**
4. 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
   1. **Application**
      1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
5. **Standards**
6. The services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the services rendered and such standards shall be the latest issued by the concerned institution.
   1. **Use of Contract Documents and Information**
7. 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.
8. 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.
9. 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.
   1. **Patent Indemnity**
10. 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 services provided by the Vendor |

1. If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.
   1. **Performance Security (PS)**

**In the present case, the deliverables are only technical services. Hence, Performance Security / Warranty are not applicable.**

1. ~~Within 21 days of receipt of the notification of award of contract / Purchase Order, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.~~
2. ~~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.~~
3. ~~The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.~~
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.~~
5. ~~The Performance security shall be in one of the following forms:~~

|  |  |
| --- | --- |
| ~~(a)~~ | ~~A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.~~  **~~OR~~** |
| ~~(b)~~ | ~~A Banker’s cheque or Account Payee demand draft in favour of the purchaser.~~ **~~OR~~** |

1. ~~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. ~~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. ~~The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance/PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.~~
3. ~~Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.~~

**Installation/Inspections and Tests**

1. ~~The Vendor shall be responsible for demonstration of the conceptual design in a pilot scale wind tunnel, as specified in Section 5 Chapter 4 of this document.~~
2. ~~Inspection and approval of conceptual design shall be carried out by a team constituted by Director, CSIR-4PI.~~
3. The Supplier shall at its own expense and at no cost to the CSIR-4PI carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.
4. The CSIR-4PI or its representative shall have the right to inspect and/or to test the Goods/Services to confirm their conformity to the Contract specifications at no extra cost to the CSIR-4PI. The Technical Specifications and SCC shall specify what inspections and tests the CSIR-4PI requires and where they are to be conducted. The CSIR-4PI shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
5. For the purposes of demonstration tests carried out at the premises of either the Vendor or his subcontractor / partner, the expenses incurred by the Vendor towards such tests shall be borne by the Vendor
6. If the demonstration tests are carried out abroad, the Vendor shall issue 3-months’ advance information on the place, date, time and duration of tests to CSIR-4PI. Further, the Vendor shall arrange to issue suitable invitation letters to CSIR-4PI for the purpose of obtaining Visa from appropriate authorities. All the travel related costs of CSIR-4PITeam or its Representatives will be borne by CSIR-4PI.
7. Should any inspected or tested Goods/Services fail to conform to the specifications, the CSIR-4PI may reject the goods/Services and the Supplier shall either replace the rejected Goods/Services or make alterations necessary to meet specification requirements free of cost to CSIR-4PI.
8. The CSIR-4PI's right to inspect, test and, where necessary, reject the Goods/Services after the Goods'/Services’ arrival at final destination shall in no way be limited or waived by reason of the Goods/Services having previously been inspected, tested and passed by   
   CSIR-4PI or its representative prior to the Goods/Services shipment.
9. ~~The Vendor shall document and supply all the test results obtained during the demonstration of conceptual design to CSIR-4PI.~~
10. ~~With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to CSIR-4PI and he shall also liaise with CSIR-4PI to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the CSIR-4PI on the event of the delay.~~
11. ~~CSIR-4PI shall not be responsible for any damage to equipment / personnel of the Vendor or his subcontractor or his partner in case of any untoward incidents occurring during the visit of CSIR-4PI team to the site of demonstration of tests in the pilot scale wind tunnel~~
    1. **~~Packing~~**
12. ~~The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their fi~~nal ~~destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.~~
13. ~~The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.~~
    1. **Delivery and Documents**
14. Delivery of the related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
15. ~~The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the INCO Terms published by the International Chambers of Commerce (ICC), Paris.~~
16. ~~The mode of transportation shall be as specified in SCC.~~
17. ~~The Bidders may please note that the completion of the project should be~~ **~~within six months~~** ~~from the date of placement of the order.~~
18. Goods/Services should not be dispatched until the Vendor received a firm Purchase Order.
    1. **~~Insurance~~**
19. ~~Indigenous goods, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.~~
20. ~~Where delivery of the goods is required by the purchaser on CIF / CIP basis for imported goods (or) FOR destination for Indigenous goods, the supplier shall arrange and pay for Marine / Transit Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.~~
21. ~~The equipments to be supplied will be insured by the Vendor against all risks of loss or damage from the date of shipment till such time it is delivered at CSIR-4PI site in case of Rupee transaction~~
22. ~~With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and / or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder / Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.~~
    1. **Transportation**
23. The Supplier is required under the Contract to supply the deliverables at CSIR-4PI, NAL BELUR CAMPUS, BENGALURU 560037
24. ~~Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser’s country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.~~
25. ~~In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.~~
    1. **Incidental Services**
26. The supplier may be required to provide any or all of the services, including training, if any, specified in **SCC**OR specified at the time of contract.
    1. **~~Spare Parts~~**
27. ~~The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:~~

|  |  |
| --- | --- |
| ~~(a)~~ | ~~Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and~~ |
| ~~(b)~~ | ~~In the event of termination of production of the spare parts:~~ |
| * + - * 1. ~~Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and~~ |
| * + - * 1. ~~Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.~~ |

**~~Warranty~~**

1. ~~The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.~~
2. ~~The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.~~
3. ~~Unless otherwise specified in the SCC, the warranty shall remain valid for~~ **~~Twelve (12) months~~** ~~after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC~~
4. ~~The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary.~~

~~2.21.5 The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.~~

~~2.21.6 The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.~~

~~2.21.7 The equipment must be supported by a Service Centre manned by the principal Vendor’s technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contract the Principal’s Vendor support Centre on a toll free number/web/mail.~~

~~2.21.8 An undertaking from the manufacturer is required in this regard stating that they would facilitate the bidder on regular basis with technology / product updates & extend support for the warranty as well.~~

~~2.21.9~~ ~~The Vendor will have to arrange for all the testing equip required for installation, testing & maintenance etc.~~

~~2.21.10 The principal Vendor must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.~~

~~2.21.11 Details of onsite warranty, agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.~~

* + 1. ~~The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.~~
    2. ~~Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.~~
    3. ~~If having been notified, the Supplier fails to remedy the defect within a reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.~~
    4. ~~Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.~~

2.22 **Terms of Payment**

1. The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, 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.
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.
4. Payment shall be made in currency as indicated in the contract.
   1. **Change Orders and Contract Amendments**
   2. 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:

|  |  |
| --- | --- |
|  | Drawings, designs, or specifications, where **Services**to be furnished under the Contract are to be specifically provided for the Purchaser; |
|  | The place of delivery; and/or |
|  | The Services to be provided by the Supplier. |
|  | The delivery schedule. |

* 1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
  2. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.
  3. **E-Payment:** All payments, CSIR-4PI prefers to make Electronic Transfers through State Bank of India, NAL Branch, BENGALURU
  4. **Assignment**

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

**2.25 Subcontracts**

1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.
   1. **Extension of time**
   2. Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
   3. During the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely completion 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 the services with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
   4. Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.
      1. **Penalty clause**
2. Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.
   1. **Termination for Default**
3. 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 render any or all of the 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 |
| (c) | If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract. |

1. In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

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

* 1. **Force Majeure**

1. Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. 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.
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.
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.
   1. **Termination for Insolvency**
5. 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.
   1. **Termination for Convenience**
6. 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.
7. The **Services** that are complete 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 services, 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/services. |

**Settlement of Disputes**

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. 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/services under the Contract. .
3. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

|  |  |
| --- | --- |
| (a) | In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. |
| (b) | In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. |

1. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
2. 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. |

* 1. **Governing Language**

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

**2.34 Applicable Law / Jurisdiction**

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

**2.35 Notices**

1. Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or / and confirmed in writing to the other party’s address specified in the SCC.
2. A notice shall be effective when delivered or on the notice’s effective date, which ever is later.
   1. **Taxes and Duties**
3. For Services rendered outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
4. For Services rendered within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final discharge of contract/services.
5. 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.
6. All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable**.**
   1. **~~Right to use Defective Goods~~**
7. ~~If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser’s operation.~~
   1. **~~Protection against Damage~~**

~~2.38.1 The system shall not be prone to damage during power failures and trip outs. The normal~~

V~~oltage and frequency conditions available at site as under:~~

1. ~~Voltage 230 volts – Single phase or 415 Volt for 3 phase (±10%)~~
2. ~~Frequency 50 Hz.~~
   * 1. **~~Site preparation and installation~~**
3. ~~The Supplier is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Purchaser. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment.~~

**~~Annual Maintenance Contract~~**

1. ~~The bidders should also quote for Annual Maintenance Contract after warranty for subsequent years. CSIR-4PI at its discretion may award / utilise these quotes for AMCs.~~
2. ~~No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period in case AMC is awarded~~
3. ~~Mention the charges for comprehensive maintenance contract separately in Commercial bid (for post warranty period).~~

**CHAPTER 2**

**B. SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

|  |  |  |
| --- | --- | --- |
| **GCC Clause** | **Special Condition of Contract (SCC)** | |
| GCC 2.1.1(m) | **The Purchaser is:**  The Head  CSIR- Fourth Paradigm Institute  NAL BELUR CAMPUS,BENGALURU – 560037  Karnataka-India | |
| GCC 2.1.1(n) | **The Final Destination is:**  CSIR- Fourth Paradigm Institute  NAL BELUR CAMPUS, BENGALURU – 560037  Karnataka-India | |
| GCC 2.5.1 | The scope of supply shall be as per the Deliverables mentioned in Chapter 4 of this document | |
| GCC 2.13.1 | Performance Security is not applicable in the present project | |
| **Payment terms** | | |
| GCC 2.22.1 | * 1. For Vendors from India:   Quarterly payment against Indentor’s certification at the end of each quarter. | |
| Note | * All payments due under the Contract shall be paid after deduction of statutory levies at source (like Income Tax, etc.), wherever applicable. * **NO ADVANCE PAYMENTS ARE ALLOWED UNDER ANY CIRCUMSTANCES** | |
| GCC 2.27.1 | a) | As time is the essence of this contract, period mentioned in the Purchase Order shall be strictly adhered to. Otherwise, the bidder will forfeit EMD and also LD clause will be applicable / enforced |
| (b) | If the Vendor fails to supply the specified deliverables mentioned in the Purchase Order within the indicated due date, the Vendor is liable to pay liquidated damages of 0.5% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such amount will be deducted from any amount due or which may become due to the Vendor. |
| (c) | CSIR-4PI reserves the right to cancel the order in case the delay is more than 10 weeks |
| (d) | The maximum amount of penalty will be 10% |
| GCC2.34.1 | The place of Jurisdiction in BENGALURU, India. | |
| GCC 2.35.1 | **For notices,**the Purchaser’s address is:  **The Head**  **CSIR- Fourth Paradigm Institute**  NAL Belur Campus, BENGALURU – 560037  Karnataka-India  Telephone 080-25051945/25051947  080 25086710/6097  E-mail address *:* [spo@csir4pi.in](mailto:spo@csir4pi.in), *purchase@csir4pi.in* , | |

**CHAPTER 3**

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

**SCHEDULE OF REQUIREMENT**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr.**  **No.** | **Brief Description of**  **services** | **Quantity** | **Final destination/**  **Placeof service to be rendered** | **CONTRACT PERIOD**  **(to be filled by the**  **bidder)** | **Time frame required for acceptance, etc. after the delivery of deliverables/services**  **(to be filled by the bidder)** |
| 1 | Facility management services for CSIR-4PI HPC, networking and associated IT infrastructure. | As mentioned in Chapter 4 | |  |  |

Term of delivery **: Services from India: Free Delivery to CSIR-4PI**

Period of contractshall count from : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(to be filled by the bidder)**

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

Standards : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date : ……………………………

Place : ……………………………

**CHAPTER 4**

**Specification & Allied Technical Details**

**Facility Management Services for CSIR Fourth Paradigm Institute(CSIR-4PI) HPC, Networking and associated IT Infrastructure**

**SCOPE OF ONSITE SUPPORT SERVICES**

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

To deploy skilled resources on-site to monitor, implement, and manage the IT Infrastructure at CSIR-4PI on a 24x7 basis along with 1 project manager and 1 call desk in the working hours(8:30 hrs-17:00hrs) .

**Following are the required 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 LinuxOperating Systems.

**The various activities involved are as follows:**

* IT Service Desk Management Services
* IT Vendor Management Services
* Server Administration and Network Management Services
* Database Management Services
* Desktop, Laptops & Printer Management Services
* Patches update for Virus Control
* Backup and Restore Service
* Monitoring the running jobs and system status
* PBS PRO Scheduler management and maintenance
* SGI Altix ICE Cluster Administration
* 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, 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 consultancy team as & when required.

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

**SERVICE DELIVERY & SERVICE WINDOW**

1. The service needs 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 leave for 1 day or more.
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 time lines 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 services at CSIR-4PI work place, without charge, 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. Please 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 arrangement for their employees to report to duty.
9. Vendor should handover all the documents/handout materials and other equipment to the authorized person in CSIR-4PI site before leaving the CSIR-4PI work place.
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
    * Monthly Incident Report
    * Quarterly Review (Minutes of Meeting)
    * Service Interruption - Scheduled down time for any critical device (server, router, etc.) will be mutually agreed. In case of any emergency situations that require an immediate downtime, the concerned person at the site will be informed and approvals obtained.
    * 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:**

* Contract period is for five years. 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 October 1, 2016. Continuation of contract is strictly based on work performance, dedication of the deputed / backup resource. Unsatisfactory performance may lead to termination of contract on immediate basis.
* Vendor should have experience of providing onsite support for **at least 3 HPC setups at Govt/Research organizations.** Vendor must attach 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 must have local support office in Bangalore; Vendor must mention necessary details such as postal address, ph no., e-mail ID, etc.
* Vendor should submit details of total technical staff strength and their expertise on HPC.
* Vendor should ensure continuous service availability and should arrange backup personnel as and when required.
* A Project Manager should be posted at CSIR-4PI who can take decisions with reference to any emergency / new requirements of CSIR-4PI and need not wait for response / clearance from parent company and delay in response.
* Monthly review meetings will be held 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.
* 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 parson and e-mail ID, etc….
* Vendor should have a turnover of minimum **Rs. 50 Croresper year in the last three financial years i.e. FY 2013-2014, FY 2014 -2015 & FY 2015-2016.**
* Vendor should be **ISO 9001:2008 Certified**& must submit a copy of the certificate.
* Vendor must be providing the **on-site support services for HPC, 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**

**Pre-Qualification Requirements / Eligibility Criteria**

**The Bidder shall furnish documentary evidence along with Technical Bid to support the following Qualification Criteria:**

1. The bidder shall furnish documentary evidence to demonstrate that the bidder satisfies the bidders’ **eligibility criteria**, as mentioned in **ITB Clause 1.1.**
2. The Bidder should be a service provider who must have carried out projects similar to the type specified in the “Technical Specification”. The Bidder shall employ the latest design/standards/methods for executing the project. Similar service provided should have been successfully employed/used by at least three firms as on date of Bid Opening.
3. Requirement: The Bidder shall furnish documentary evidence that the services it offers meet the requirement(s) as per chapter 3.
4. **Financial Capability:**

The Bidder shall furnish documentary evidence that it meets the following financial requirements(s):

1. An **undertaking (self certificate)** is to be submitted that the Organization has not been blacklisted by any Central / State Government Department/Organization in India or abroad.
2. Solvency certificates (not older than twelve months) issued by Scheduled/ Nationalized bank with whom bidder holds the current account.
3. **Experience and Technical Capacity:**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

1. List of similar services by the bidder in India or abroad.

* Vendor must be providing the **on-site support services for HPC, Network setups or similar setups for at least three years**.

1. Satisfactory performance certificates from the user organizations for similar services rendered.

Vendor should have experience of providing onsite support for **at least 3 HPC setups at Govt/Research organizations.** Vendor must attach PO copies of such contracts for cross reference with details of end users.

1. Proof(s) indicating the technical expertise and background of the supporting team in executing the project on contract basis.

* 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 HPC.

1. Vendor should have a turnover of minimum **Rs. 50 Crores per year in the last three financial years i.e. FY 2013-2014, FY 2014-2015 & FY 2015-2016.**
2. Vendor should be **ISO 9001:2008 Certified** & must submit a copy of the certificate.
3. Vendors should submit the technical bid 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 parson and e-mail ID, etc…
4. It is mandatory for the Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals to enlist with DGS&D. The bids submitted by Indian Agents will be rejected if the Indian Agent is not enlisted with DGS&D,
5. Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender **but not both**. However, the offer of the Indian Agent should also accompany the authorization letter from their principal. Further, to maintain sanctity of tendering system **one Indian agent cannot represent two different foreign principals in one tender**.

**The bidders who do not fulfil the above Qualification Criteria shall be rejected during the Evaluation of Bid.**

1. **Formation of Technical and Purchase Committee**

The Technical Evaluation Committee(s) will be constituted by Director, CSIR-4PI. He may nominate some external/expert members, in the interest of CSIR-4PI.

1. **Terms of the Technical and Purchase Committee**
2. A committee duly constituted by the Director, CSIR-4PI will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.
3. The technical evaluation will be an assessment of the Technical Bid. CSIR-4PI representatives will proceed through a detailed evaluation of the Technical Bids as defined in **Chapter 3 - Schedule of requirements,** in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, CSIR-4PI will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this tender.
4. The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of CSIR-4PI and this criteria/recommendation will also form as a part of short-listing of the firms.
5. The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at CSIR-4PI or from other Labs/Organisations and also call for Technical presentations from the bidders if it is required so.
6. The recommendation/decisions of the Technical and Purchase Committee is final and binding on all the suppliers.
7. **Evaluation Criteria**
8. On the due date the Technical bids will be opened and referred to the Technical Committee which is duly constituted by the Head, CSIR-4PI.
9. The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.
10. After the technical evaluation is completed and approved, CSIR-4PI shall inform to the bidders whose bids have been rejected technically with the reasons for rejection.
11. **The commercial offers of the Vendors whose technical offers are found to be technically deficient or do not meet the qualification criteria as specified in this tender will be returned to them without opening along with their EMD.**
12. The successful bidders will be informed regarding the date and time of Commercial bid opening.
13. The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining users’ views with reference to the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
14. **The Technical Bid should contain all the technical detailsas specified in SCHEDULE 2, bid security and commercial terms only.**
15. **The Price Bid should contain item-wise price and repetition of commercial terms mentioned in technical bid. There should not be any variation of terms between the Technical and Commercial Bids.**
16. In the event of seeking any clarification from various bidders by CSIR-4PI, the bidders are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a bidder fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any bidder indicates the price during the clarification such bids also will not be considered for further evaluation.

**IMPORTANT NOTE: Any bidder or their authorized agent who had earlier participated in the bidding of CSIR-4PI/other CSIR Laboratories/Institutes and have not revealed their agency details or commission and subsequently drawn any of the CSIR Laboratories/Institutes to litigations or inconvenience in discharging the CSIR Laboratories/Institutes obligations, the bids of such firms will not be considered for technical evaluation.**

**All the bidding firms or their authorized representatives have to submit a self-certificate as the format given below:-**

**“Certified that we/our authorized agent have not involved in any activities or suppressed the facts either in the past or at present and have not filed any case against any of the CSIR Laboratories/Institutes.**

**CHAPTER – 6**

**A. PRICE SCHEDULE FOR SERVICES BEING OFFERED FROM ABROAD**

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

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Sl. No. | Item Description | Country of Origin | Unit | Quantity | Unit Price FCA (named place of delivery) | Total Price FCA (named place of delivery) | ~~Charges for Insurance & transportation to place of destination~~ | Total Price CIF, BENGALURU | Indian Agents Commission as a percent included in the quoted price | ~~Approx. shipment weight and volume~~ |
|  |  |  |  |  |  |  |  |  |  |  |

Currency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Total Bid price in foreign currency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note:**

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

**(b)** Installation, commissioning & training charges, if any

**(c)** Cost of Spares, if any

**(d)** The Indian agent’s commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.

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

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**CHAPTER – 6**

**B. PRICE SCHEDULE FOR SERVICES BEING OFFERED FROM INDIA**

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

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Sl. No. | ServiceDescription | ~~Country of Origin~~ | ~~Unit~~ | Quantity | Unit Price (inclusive of all taxes already paid) | Total Price (inclusive of all taxes already paid) | VAT & other taxes , if contract is awarded | ~~Packing & forwarding up to station of dispatch, if any~~ | ~~Charges for inland transportation, insurance up to Laboratory / Institute~~ | ~~Installation, commissioning and training charges, if any~~ |
|  |  |  |  |  |  |  |  |  |  |  |

Total Bid price in Indian Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note :**

**(a)** The cost of optional services shall be indicated separately.

**(b)** ~~Cost of Spares, if any~~ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**CHAPTER 7**

**Contract Form**

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

(2) *[insert name of Supplier ]*, a corporation incorporated under the laws of *[insert: country of Supplier ]* and having its principal place of business at *[insert: address of Supplier ]* (hereinafter called “the Supplier”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.

02. 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) | General Conditions of Contract |
| (c) | Special 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 ]*

For and on behalf of the Supplier

Signed : *[ insert signature of authorized representative(s) of the Supplier ]*

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

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

**CHAPTER 8**

**OTHER STANDARD FORMS**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Name of the Form** | **Annexure** |
| 1 | Bidder Information Form | A |
| 2 | ~~Manufacturers’ Authorization Form~~ | ~~B~~ |
| 3 | Bid Security Form / Earnest Money Deposit | C |
| 4 | Performance Statement Form | D |
| 5 | Deviation Statement Form | E |
| 6 | Service Support Detail Form | F |
| 7 | Bid Form | G |
| ~~8~~ | ~~Performance Security Form~~ | ~~H~~ |
| 9 | ~~Acceptance Certificate Form~~ | ~~I~~ |
| 10 | Indemnity Bond | J |

**NOTE : The Successful Bidder shall submit Annexure – I & J**

**ANNEXURE - A**

**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 *[insert Bidder’s legal name]* |
| 02. | In case of JV, legal name of each party: *[insert legal name of each party in JV]* |
| 03. | Bidder’s actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 04. | Bidder’s Year of Registration: *[insert Bidder’s year of registration]* |
| 05. | Bidder’s Legal Address in Country of Registration: *[insert Bidder’s legal address in country of registration]* |
| 06. | Bidder’s Authorized Representative Information  Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s Address]*  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  Email Address: *[insert Authorized Representative’s email address]* |
| 07. | Attached are copies of original documents of: *[check the box(es) of the attached original documents]*  Articles of Incorporation or Registration of firm named in 1, above. |

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**ANNEXURE-B**

**~~MANUFACTURERS' AUTHORIZATION FORM~~**

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

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

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

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

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

**ANNEXURE-C**

**BID SECURITY FORM**

Whereas \_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter called the tenderer”)

has submitted their offer datedfor 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. |
| (2) | If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity |
| (3) | If the tenderer fails to furnish the Performance Security for the due Performance of the contract. |
| (4) | Fails or refuses to accept/execute the contract. |

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

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

**ANNEXURE-D**

**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 detailsof services | Value of order | Date of completion of services as per  contract | Date of actual completion of services | Remarks indicating reasons for late completion, if any | Has the service been satisfactory? (Attach a certificate from the Company ) | Contact person along with Telephone No., FAX No. and e-mail address |
|  |  |  |  |  |  |  |  |  |

Signature and Seal of the Bidder/Service Provider …………………………….

Place :

Date :

**ANNEXURE-E**

**DEVIATION STATEMENT FORM**

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

|  |  |  |
| --- | --- | --- |
| **CLAUSE** | **DEVIATION** | **REMARKS**  **(INCLUDING**  **JUSTIFICATION)** |
|  |  |  |

Place:

Date:

Signature and seal of the

Manufacturer/Bidder

**NOTE:**

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

**ANNEXURE-F**

**SERVICE SUPPORT DETAIL FORM**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.**  **No.** | **Nature of service**  **imparted** | **List of similar type of**  **services in**  **the past 3 years** | **Address, Telephone**  **Nos. , Fax Nos and**  **e-mail address** |
|  |  |  |  |

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

Place :

Date :

**ANNEXURE-G**

**Bid Form**

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

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

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

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

To : *[insert complete name of Purchaser]*

We, the undersigned, declare that:

|  |  |
| --- | --- |
| (a) | We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]* |
| (b) | We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]* |
| (c) | The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]* |
| (d) | The discounts offered and the methodologies for their application are:  **Discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]* |
| (e) | Our bid shall be valid for the period of time specified in ITB Clause 1.16, 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 1.41 and GCC Clause 2.13 for the due performance of the Contract |
| (g) | The following commissions, gratuities, or fees have been paid or are to be paid with respect to thebidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, thereason for which each commission or gratuity was paid and the amount and currency of each suchcommission or gratuity]* |

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]*

**~~ANNEXURE-H~~**

**~~PERFORMANCE SECURITY FORM~~**

**~~MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY~~**

~~To,~~

~~…………………………..~~

~~WHEREAS ……………………………….~~

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

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

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

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

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

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

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

~~(Signature of the authorized officer of the Bank)~~

~~………………………………………………………….~~

~~Name and designation of the officer~~

~~………………………………………………………….~~

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

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

**ANNEXURE-I**

**~~Acceptance certificate form~~**

~~No.~~  Dated:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sub: Certificate of Acceptance of Deliverables**

**01.** This is to certify that the deliverables as detailed below has/have been received in good condition/ as specified along with all the standard and special requirements (subject to remarks in Para 2). The same has been accepted.

|  |  |  |
| --- | --- | --- |
| (a) | Contract No.  Date: |  |
| (b) | Description of the deliverables/services |  |
| (c) | Name of the consignee |  |
| (d) | Scheduled date of delivery of the deliverables to the Laboratory / Institutes |  |
| (e) | Actual date of receipt of deliverables/servicesby the Laboratory / Institutes |  |
| (f) | Scheduled date for completion of deliverables/services |  |
| (g) | Actual date of completion of deliverables/services |  |
| (h) | Penalty for late delivery (at Laboratory / Institutes level) Rs. |  |
| (i) | Penalty for late installation (at Laboratory / Institutes level Rs. |  |

**02** Details of deliverables/servicesnot yet supplied and recoveries to be made on that account:

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Description** | **Amount to be recovered** |
|  |  |  |

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

**OR**

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

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Failure** | **Amount to be recovered** |
| (a) |  |  |
| (b) |  |  |
| (c) |  |  |

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at para 03.

**For Supplier For Purchaser**

Signature ….……………………………… Signature …………………………..

Name ………………………………….. Name ………………………………..

Designation ………………………………….. Designation ………………………………

Name of the firm ………………………………….. Name of the Laboratory / Institute......

Date ……….…………………………… Date………………………………….

**ANNEXURE – J**

**INDEMNITY BOND**

No. ---------------------------------- 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) ***JointVenture, 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. --------------- For M/s. --------------------

Principal Supplier. Indian Agent.