



Tender No:19(03)/2018/Pur/CAMC OF UPS

TENDER DOCUMENT

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF UPS SYSTEMS
INSTALLED IN CSIR-HRDC, GHAZIABAD**

**COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH
CSIR-HUMAN RESOURCE DEVELOPMENT CENTRE
CENTRAL GOVERNMENT ENCLAVE, SECTOR : 19, KAMLA NEHRU NAGAR,
GHAZIABAD – 201 001
Tel : 0120 – 2785054, Website : csirhrdc.res.in**



Invitation for Bids / Notice Inviting Tender

CSIR-Human Resource Development Centre, Ghaziabad 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.

The Head, CSIR-Human Resource Development Centre, Ghaziabad invites open/limited online bids in CPP under single bid system from reputed , experienced and proficient agencies for Comprehensive Annual Maintenance Contract of UPS systems installed in CSIR-HRDC. The Technical specifications are given in Chapter IV appended herewith.

Sr. No.	Tender No.	Brief Description of items	Quantity	Single/Two Bid
1	19(03)/2018/Pur/CAMC OF UPS	Comprehensive Annual Maintenance Contract of UPS systems installed in CSIR-HRDC	As mentioned in Chapter 4	Single Bid

1. The address for submission of bids and for obtaining further information:

Controller of Stores & Purchase
Purchase Section
CSIR- Human Resource Development Centre
Central Government Enclave, Sector : 19,
Kamla Nehru Nagar,
Ghaziabad – 201 001 (U.P.) (India)

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

i)	Bid Security (EMD)	
	a) In case of Foreign Bidder : US\$	NIL
	b) In case of Indigenous Bidder : Rs.	
ii)	Forms as specified in Chapter No.8	

3. All bids must be submitted online in CPP at WWW.ETENDERS.GOV.IN at the date and time indicated below. Bids will be opened in the presence of Bidders' 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 the appointed time.

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

Schedule	Date	Time in hours (IST)	Venue
Last date of Submission of Bids	07/05/2018	2:30 PM	Office of the CoSP, Room No. GF-019 CSIR-HRDC, Ghaziabad
Opening of Technical Bids	08/05/2018	3:00 PM	

5. The Head CSIR-HRDC, Ghaziabad 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.

CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the invitation for Bids / Notice Inviting Tender have been divided into 8 chapters as under:

Chapter No.	Name of the Chapter
1	Instructions to Bidder (ITB)
2A	General Conditions of Contract (GCC)
2B	Special Conditions of Contract (SCC)
3	Schedule of Requirements
4	Objectives, scope of work, details of technical requirements and deliverables
5	Qualification requirements
6	Price Schedule goods being offered in India
7	Contract Form
8	Standard Forms

LIST OF SHORT FORMS AND FULL FORMS

SHORT FORM	FULL FORM
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-HRDC	CSIR- Human Resource Development Centre
NIT	NOTICE INVITING TENDER
NSIC	NATIONAL SMALL INDUSTRIES CORPORATION
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.

1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is called for open/limited tender basis.
- 1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.3. Bidders who fulfil the pre-qualification/eligibility criteria mentioned in **Chapter 5** will be considered for technical evaluation

1.2 Cost of Bidding

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

1.3 Fraud and corruption

- 1.3.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

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

B. The Bidding Documents

1.4 Cost of Bidding Documents

- 1.4.1. Interested eligible bidders may download the bidding document from the CPP portal i.e. www.etenders.gov.in, free of cost.

1.5 Content of Bidding Documents

- 1.5.1. The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for Bids / Notice Inviting Tender have been divided into Eight Chapters as indicated on Page 3.
- 1.5.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of bidding documents

- 1.6.1. 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 not later 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.

1.7 Amendment of Bidding Documents

- 1.7.1. 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.
- 1.7.2. All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them.
- 1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the purchaser.

C. Preparation of bids

1.8 Language of Bid

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

- 1.8.2. 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.

1.9 Documents Comprising the Bid

- 1.9.1. The bid prepared by the Bidder shall include:

(a)	Bidder Information Form
(b)	Bid security as specified in the Invitation to Bids
(c)	Service support details form
(d)	Deviation Statement Form
(e)	Performance Statement Form
(f)	Manufacturer's Authorization Form, if any.
(g)	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
(h)	Bid form
(i)	Documents establishing goods eligibility and conformity to bidding documents
(j)	Applicable Price Schedule Form
(k)	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
(l)	Schedule of requirements

1.10 Bid form and price schedule

- 1.10.1. 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.

1.11 Bid Prices

- 1.11.1. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.
- 1.11.2. Prices indicated on the price-schedule form shall be entered separately in the following manner:

For Designing & Development of Software manufactured within India

i)	The price of the goods quoted Ex-works including taxes already paid.
ii)	VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
iv)	The installation, commissioning and training charges including any incidental services, if any.

- 1.11.3. The price quoted shall remain fixed during the contract period and shall not vary on any account. No escalation of prices is permitted.
- 1.11.4. All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

- 1.11.5. 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

- 1.11.6. In case of INR bids the price criteria should be on Free Delivery to CSIR-HRDC, Ghaziabad. 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.

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

1.12 Bid Currencies

- 1.12.1. Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely Convertible foreign currency in case of offers received for supply from foreign countries.

1.13 Documents Establishing Bidder's Eligibility and qualifications

- 1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 1.13.2. Conditional tenders shall not be accepted.

1.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 1.14.1. To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 1.14.2. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 1.14.3. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15 Bid Security (BS) / Earnest Money Deposit (EMD)

- 1.15.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount of **NIL** as specified in RFQ in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled / Nationalized Bank in favour of the Head, HRDC, Ghaziabad.

the BS shall be submitted by the service provider.

- 1.15.2. 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 C**. No interest is payable on BS/EMD

- 1.15.3. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 1.15.4. The bid security shall be in Indian Rupees for offers received for supply 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 Nationalised / 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.

- 1.15.5. 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.
- 1.15.6. The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.7. While Bid security / (EMD) is a requirement, the Director of the Laboratory / Institute may grant exemption of Bid security to some specific parties having sound credentials and are of national / international repute.
- 1.15.8. 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.
- 1.15.9. The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.
- 1.15.10. 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.
- 1.15.11. 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 and / or fails to furnish Performance Security within 21 days from the date of contract / order.

- 1.15.12. 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.
- 1.15.13. The firms registered with DGS&D, NSIC, Government Public Undertakings, and Central Autonomous Bodies and with the CSIR Laboratories / Institutes, if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.

1.16 Period of Validity of Bids

- 1.16.1. Bids shall remain valid for minimum of 60 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.
- 1.16.3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.17 Format and Signing of Bid

- 1.17.1. The bids may be submitted as single bid as specified in the Invitation for Bids.
- 1.17.2. 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.
- 1.17.3. 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.
- 1.17.4. 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.
- 1.17.5. 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

1.18 Submission, Sealing and Marking of Bids

- 1.18.1. The bidders may submit their duly sealed bids generally by post or by hand.
- 1.18.2. 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. PUR_18(____)/2017/Pur/Gym Equip due on 01/02/2018 by 2:30 PM** and to be submitted to the address given below so as to reach on or before 01/02/2018 by 2:30 PM (IST).

Controller of Stores & Purchase
Purchase Section
CSIR- Human Resource Development Centre
Central Government Enclave, Sector : 19,
Kamla Nehru Nagar,
Ghaziabad – 201 001 (U.P.) (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”.

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.

1.18.4. (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 08/05/21018 by 3.00 PM” to be completed with the time and date as specified in the invitation for bids.

1.18.5. 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/Controller of Stores and Purchase before expiry of the due date and time of opening of the bids.

1.18.6. 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

1.19.1. 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.

1.19.2. 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.

1.20 Late Bids

1.20.1. Any bid received by the Purchaser after the due date for submission of bids prescribed by the Purchaser will be rejected.

1.20.2. 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.

1.21 Withdrawal, substitution and Modification of Bids

1.21.1. 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 .

- 1.21.2. 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

1.22 Opening of Bids by the Purchaser

- 1.22.1. 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.
- 1.22.2. 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.
- 1.22.3. 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.
- 1.22.4. Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 1.22.5. 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.

1.23 Confidentiality

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

1.24 Clarification of Bids

- 1.24.1. To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for

clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.25 **Preliminary Examination**

- 1.25.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.
- 1.25.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) 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:

i)	The Bid is unsigned
ii)	The Bidder is not eligible
iii)	The Bid validity is shorter than the required period
iv)	The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer
v)	Bidder has not agreed to give the required performance security
vi)	The goods quoted are sub-standard, not meeting the required specification, etc.
vii)	Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
viii)	The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

- (b) Bid Form and Price Schedule Form, in accordance with **ITB Clause 1.10**. In case of two-bid system these forms shall be examined after opening of the price bids of the technically qualified bidders.

1.26 **Responsiveness of Bids**

- 1.26.1. 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.

- 1.26.2. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.26.3. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.27 Non-Conformity, Error and Omission

- 1.27.1. 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.
- 1.27.2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify 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.
- 1.27.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

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

1.28 Examination of Terms & Conditions, Technical Evaluation

- 1.28.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 1.28.2. 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.
- 1.28.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

- 1.29 **Conversion of Currency**: The price should only be quoted in Indian Currency.

1.30 Evaluation and comparison of bids

- 1.30.1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.30.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.
- 1.30.3. The bids shall be evaluated on the basis of overall lowest/ final landing cost which shall be arrived as under:

i)

i)	VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
ii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
iii)	The installation, commissioning and training charges including any incidental

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

1.31 Comparison of Bids

- 1.31.1. The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with **ITB Clause 1.30**.

1.32 Contacting the Purchaser

- 1.32.1. 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.
- 1.32.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.33 Post qualification

- 1.33.1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.13**.
- 1.33.2. The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.33.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. Award of contract

1.34 Negotiations

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

1.35 Award Criteria

- 1.35.1. 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 overall 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.

1.36 Purchaser's right to vary Quantities at Time of Award

- 1.36.1. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be reduced by 30% within the delivery period.

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

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

1.38 Notification of Award

- 1.38.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder 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.
- 1.38.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.39 Signing of Contract

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

1.40 Order Acceptance

- 1.40.1. The successful bidder should submit Order acceptance within 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 Clause 1.15.11**.
- 1.40.2. 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 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 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.

1.41 Performance Security

- 1.41.1. 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.
- 1.41.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 1.41.3. The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 1.41.4. In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 1.41.5. The Performance security shall be in one of the following forms:

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

- 1.41.6. The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 1.41.7. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 1.41.8. 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.

CHAPTER 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

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2.2	Contract Documents
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2.41	Annual Maintenance Contract

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

A.GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

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

Sr. No.	Words Expressions /	Meaning
(a)	Contract	The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the 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.

2.2 Contract Documents

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

Joint Venture, Consortium or Association/Amalgamation/Acquisition etc.

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

2.4.2. 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

2.5 Scope of Supply

- 2.5.1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

2.6 Suppliers' Responsibilities

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

2.7 Contract price

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

2.8 Copy Right

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

2.9 Application

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

2.10 Standards

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

2.11 Use of Contract Documents and Information

- 2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed

by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Patent Indemnity

2.12.1. The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a)	the installation of the Goods by the Supplier or the use of the Goods in India AND
(b)	the sale in any country of the products produced by the Goods

2.12.2. If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.13 Performance Security (PS)

2.13.1 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 PS should be kept valid till such time the PS is submitted.

2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by the manufacturer or their authorized dealer / bidder.

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

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

- 2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 2.13.8. The order confirmation 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 is 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.
- 2.13.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.14 Installation/Inspections and Tests

- 2.14.1 Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 2.14.2 Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site.
- 2.14.3 The Supplier shall at its own expense and at no cost to the CSIR-HRDC carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.
- 2.14.4 The CSIR-HRDC or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the CSIR-HRDC. The Technical Specifications and SCC shall specify what inspections and tests the CSIR-HRDC requires and where they are to be conducted. The CSIR-HRDC shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 2.14.5 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the CSIR-HRDC.
- 2.14.6 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the CSIR-HRDC. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the CSIR-HRDC or its designated representative to attend the test and/or inspection.
- 2.14.7 Should any inspected or tested Goods fail to conform to the specifications, the CSIR-HRDC may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to CSIR-HRDC.
- 2.14.8 The CSIR-HRDC's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by CSIR-HRDC or its representative prior to the Goods shipment.
- 2.14.9 Supplier shall provide CSIR-HRDC with a report of the results of any such test and/or inspection.

2.19 Incidental Services

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

2.21 Warranty

- 2.21.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 2.21.2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 2.21.3. Unless otherwise specified in the SCC, the warranty shall remain valid for **12 months standard warranty** 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.
- 2.21.4. 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 contact 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 equipment & tools 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.
- 2.21.2. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 2.21.3. Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 2.21.4. 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.

2.21.5. Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

2.22 Terms of Payment

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

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

2.22.3. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.

2.22.4. Payment shall be made in currency as indicated in the contract.

2.23 Change Orders and Contract Amendments

2.23.1. The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

2.23.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

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

2.23.4. **E-Payment:** All payments, CSIR-HRDC prefers to make Electronic Transfers through State Bank of India, NAL Branch, Ghaziabad

2.24 Assignment

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

2.25 Subcontracts

2.25.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

Extension of time

2.26.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

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

2.26.3. Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty

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

2.27 Penalty clause

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

Termination for Default

- 2.28.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

(a)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; OR
(b)	If the Supplier fails to perform any other obligation(s) under the Contract
(c)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

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

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

2.29 Force Majeure

- 2.29.1. Notwithstanding the provisions of GCC Clauses relating to extension of time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.29.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.29.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.29.4. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30 Termination for Insolvency

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

2.31 Termination for Convenience

- 2.31.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.31.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a)	To have any portion completed and delivered at the Contract terms and prices ; and / or
(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.32 Settlement of Disputes

- 2.32.1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.32.2. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be final settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .
- 2.32.3. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the 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.

- 2.32.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 2.32.5. Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
-----	--

(b)	the Purchaser shall pay the Supplier any monies due to the Supplier.
-----	--

2.33 Governing Language

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

2.34 Applicable Law / Jurisdiction

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

2.35 Notices

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

2.36 Taxes and Duties

- 2.36.1. For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- 2.36.2. For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production.
- 2.36.3. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 2.36.4. All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.

2.40 Integrity Pact

- 2.40.1. As per directive of the CVC all organizations including CSIR laboratories / institutes have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders / vendors with the buyer committing the persons / officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders / vendors, who are willing to enter in to such an integrity pact with the Purchaser, would be competent to participate in the bidding.
- 2.40.2. IP also envisages Panel of Independent External Monitors (IEMs) which shall be provided / recommended by CSIR / its labs and institutes with the approval of by CVC.
- 2.40.3. The integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.
- 2.40.4. The SCC shall specify whether there is a need to enter into a separate integrity pact or not. The model format of integrity pact (IP) is at **Chapter - 8**.

2.41 Annual Maintenance Contract

- 2.41.1. The bidders should also quote for Annual Maintenance Contract after warranty for subsequent 3 years. CSIR-HRDC at its discretion may award / utilise these quotes for AMCs.

- 2.41.2. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period in case AMC is awarded
- 2.41.3. 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- Human Resource Development Centre Central Government Enclave, Sector : 19, Kamla Nehru Nagar, Ghaziabad – 201 001 (U.P.) (India)	
GCC 2.1.1(n)	The Final Destination is: The Head, CSIR- Human Resource Development Centre Central Government Enclave, Sector : 19, Kamla Nehru Nagar, Ghaziabad – 201 001 (U.P.) (India)	
GCC 2.13.1	The amount of the Performance Security shall be NIL .	
GCC 2.21.3	The period of validity of the Warranty shall be: 12 Months (12 months standard warranty) Not Applicable Clause In case of any replacement during the warranty period the same shall be made free of cost i.e. CIP, CSIR-HRDC Stores, Ghaziabad, India basis. All the duties / taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance. Note: Any replacements during warranty period should be free of cost.	
GCC 2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:	
	B	Payment for Goods and Services supplied from India: Not Applicable Clause
	The payment shall be made in Indian Rupees, as follows:	
	(a)	Quarterly payment shall be given on completion of each quarter satisfactorily by the vendor.
	NOTE: ➤ All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable. ➤ NO ADVANCE PAYMENTS ARE ALLOWED UNDER ANY CIRCUMSTANCES	

GCC 2.27.1	(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD/BS and also LD clause will be applicable /enforced
	(b)	If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages @ 1% of the total order value per every week of delay subject to a maximum of 5%,beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier
	(c)	CSIR-HRDC reserves the right to cancel the order in case the delay is more than 10 weeks. Liquidated Damages, if any, will be deducted from the Security Deposit
	(d)	The maximum amount of Liquidated Damage shall be 5%.
	(e)	The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 2.34.1	The place of jurisdiction is Ghaziabad , India.	
GCC 2.35.1	<p>For notices, the Purchaser's address is The Head, CSIR- Human Resource Development Centre Central Government Enclave, Sector : 19, Kamla Nehru Nagar, Ghaziabad – 201 001 (U.P.) (India)</p> <p>Telephone # : 0120 – 2785054 Facsimile number: 0120 - 2788939 E-mail address: ravinder@csirhrdc.res.in</p>	
GCC 2.40.4	The integrity pact is not applicable in this tender.	

CHAPTER 3

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

SCHEDULE OF REQUIREMENT

Sr. No.	Brief Description of goods and services	Quantity	Final destination/ Place	Delivery Schedule (to be filled by the bidder)	Time frame required for acceptance test, etc. after the arrival of consignment (to be filled by the bidder)
1	Supply, installation and acceptance of Gym Equipments (1. Treadmill 2. Recumbent Bike and 3. Upright Bike	As mentioned in Chapter 4			

Term of delivery

:Goods from India: Free Delivery at the places across India to be Intimated in the Pre Bid Conference

Period of delivery shall count from : _____
(to be filled by the bidder)

Scope of Supply : _____

Standards : _____

Training requirement : _____
(Location, no. of persons, period of training, nature of training)

Signature of the Bidder : _____

Date :

Place :

CHAPTER – 4

Objectives, Scope of work, details of Technical requirement and Deliverables

1.0 INTRODUCTION

CSIR-Human Resource Development Centre (CSIR-HRDC), Ghaziabad is a constituent unit of Council of Scientific and Industrial Research (CSIR) which is one of the largest publicly funded R&D organizations in the world having network of 38 National Laboratories and their field centres spread over the country. CSIR-HRDC), Ghaziabad , has been established by CSIR to cater the need of promoting professional and holistic human resource development by offering training programmes for R&D management and support functions of CSIR and its Laboratories/Institutes.

CSIR-HRDC intends to showcase various training programmes, activities and achievements, to the various stake holders in effective and efficient manner, through it's revamped, redesigned and re-developed dynamic new website by using contemporary state of the art technology and tools.

UPS Systems Details

S.No	Name	UPS	Remarks
1.	Sh. Ajeet Singh	Microteck 625 VA	
2.	Ms. Mousmi	Microteck 800 VA (MDP800+)	
3.	Ms. Priya Singh	Microteck 800 (MDP800+) Microteck 800(MDP800+) Uniline 800 VA	
4.	Sh. Mahinder Singh (POP)	Microteck: 800 VA (MDP800+)	
5.	Sh. Risal Singh	Microteck 800 VA (MDP800+)	
6.	Ms. Ruby	Microteck 625	
7.	Ms. Neeti Sagar	1 KVA Uniline Microteck: 625 APC-1Nos.	
8.	Ms. Priyanka Gupta	Microteck 625 VA	
9.	SPO/Sh. Ravinder Kr.	Microteck 500 VA	
10.	Sh. Dushyant Kumar	Microteck – 1KVA	
11.	COA/Sh. Bijendra Kumar	Microteck- 1KVA	
12.	Sh. OP Sati	Microteck 800 VA (MDP800+) Microteck 1 KVA	
13.	Ms. Preeti	Uniline – 800 VA	
14.	Mahinder Singh (Sr. T.O.)	Elnova	
15.	Sh. Uma Nand	Elnova	
16.	Sh. Vinay Kumar	Uniline 1 KVA	
17.	Sh. Nadir Sheikh	Uniline 1 KVA	

18.	Sh. Alok Kumar Goel	Uniline 800 Uniline 1 KVA	
19.	Sh. Rajesh Kumar	Uniline 800 VA Uniline 1 KVA	
20.	Sh. Bijendra Pal	Microteck – 625 VA	
21.	Sh. Sunil, F&AO	800 VA UPS	
22.	Sh. Pushpendra Kumar	Microteck – 625 VA	
23.	Sh. Sanjay Singh	Microteck 1 KVA	

A/V Cell (online UPS)		
1.		3 KVA Luminous
2.		2 KVA Lumnous
3.		3 KVA Uniline
4.		5 KVA Uniline

Guest House		
1.		Microtek – 625: Eight Numbers
2.		Uniline – 800 VA: One Number

Munish Kumar		
1.		Microteck – 1KVA
2.		Microteck – 1KVA
3.		Microteck – 1KVA
4.		Microteck – 1KVA
5.		Uniline - 800 VA
6.		Uniline – 800 VA
7.		Uniline – 800 VA
8.	Online UPS	1 KVA on server uniline (Online)
9.	Online UPS	1 KAV VC Room No. 101 Uniline
10.	Online UPS	6 KAV APC installed towards TKDL

Head Secretariat		
1	Head Secretariat	Luminous 1 KVA (online)

Total No. of UPS = 54 Nos.

Special Terms & Conditions

1. The AMC shall be awarded for a period of one year in the first instance with the successful technically qualified lowest bidder. The performance of the contractor will be assessed by the In-charge, on quarterly basis. If the services are found satisfactorily during the period of the contract, HRDC may consider for renewal of the contract for another year subject to the condition that vendor agree for the same on the same terms & conditions and that the same is approved by the Competent Authority.
2. On confirmation of AMC, entire product will be inspected before taking charge within five to seven working days from the award of contract and any repairs to be done will be charged extra. After inspection vendor will put its own sticker/slip that will consists of the AMC period, system Sl.No. and other details required for smooth functioning of AMC.
3. The date of start of AMC shall be from the date of first preventive done and submission of report thereof
4. HRDC shall have the right to add or delete any number of systems before start of the contract or at the start of each quarter.
5. During the Comprehensive Annual Maintenance Contract (CAMC) the Contractor has to provide four preventive maintenance services (once in three months) and corrective maintenance services as and when needed, including repairs/replacement of parts free of cost but excluding batteries subject to submission of Service Report(s).
6. The Contractor must attend and rectify the complaint within 24 hours from the time of booking of complaint but not exceeding 48 hours. In case Contractor requires more than the prescribed time, then the Contractor will provide a stand-by UPS in working condition to the user.
7. In case of major fault & repair cannot be done within the given time and if Contractor feels to carry-out the repairs of UPS in their Workshop then the Contractor may carry it with the approval of the concerned user. However, the Contractor will provide the stand-by UPS to the user.
8. If the Contractor does not rectify the problem in a reasonable time period, HRDC will be free to get it repaired from any third party and charges incurred for such repairs will be deducted from the bills of the Contractor.
9. The contractor will have to replace the batteries in the UPS Systems, provided by HRDC, without extra charges (free).
10. If services of the firm, at any stage, is not found satisfactory, the Scientist In-charge, CSIR-HRDC/Competent Authority, reserves the right to terminate the contract at any point of time and claim the amount for the period during which satisfactory were not provided together with amount due for unutilized period of the contract on pro-rata basis, if such payments are already made.
11. At the end of the AMC period, Contractor itself is responsible to hand-over all the UPS put under AMC in working condition and get a certificate from the concerned users about its working. If it is found that this certificate is not obtained and any UPS is not working, then HRDC is free to get it repaired from any third party and charges incurred for such repairs will be deducted from the final bill of the Contractor.
12. The contractor shall not subcontract the maintenance job to outside agency
15. The offered rates should hold good at-least for a period of 90 days from the opening of quotations.
16. The quotations are liable to be cancelled if any of the Instructions/conditions as mentioned in the tender are not complied with.
17. The acceptance of the quotation will rest with the Scientist In-charge, CSIR-HRDC, Ghaziabad / Competent Authority who does not bind himself to accept the lowest quotation & reserve the right with himself to reject or partially accept the lowest quotation received without assigning any reasons.
18. Copy of firm's PAN Card is required to be submitted before release of payment to take care of TDS, if applicable.
19. CSIR-HRDC will not be responsible for any damage/loss of life to your engineer while working at its Campus/Office during the contract period.
20. **Fall Clause:** The price charged under the A.M.C. should in no event exceed the lowest price at which the party agree, for the identical service(s) to any other Govt. funded organization during the period of the Contract otherwise the difference of amount should be passed on to HRDC, Ghaziabad by the Vendor without any delay.
21. All disputes are subject to Ghaziabad jurisdiction

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

Signature of Bidder _____

Name _____

Business Address _____

ANNEXURE-B

BID SECURITY FORM

Whereas _____
(hereinafter called the renderer")

has submitted their offer dated _____ for the supply of _____
(hereinafter called the tender")

Against the purchaser's tender enquiry No. _____

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the renderer 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 renderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(3)	If the renderer 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-C

PERFORMANCE STATEMENT FORM

(For a period of last 3 years)

Name of the Firm.....

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

Signature and Seal of the manufacturer/Bidder

Place :

Date :

ANNEXURE-D

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-E**SERVICE SUPPORT DETAIL FORM**

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

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

Place:

Date:

ANNEXURE- F

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.: <i>[insert the number and issuing date of each Addenda]</i>
(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 <i>[insert a brief description of the Goods and Related Services]</i>
(c)	The total price of our Bid, excluding any discounts offered in item (d) below, is: <i>[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]</i>
(d)	The discounts offered and the methodologies for their application are: Discounts. If our bid is accepted, the following discounts shall apply. <i>[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]</i>
(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 the bidding process or execution of the Contract: <i>[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]</i>

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-G

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

WHEREAS

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the 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-H

Acceptance certificate form

No.

Dated:

M/s. _____

Sub: Certificate of commissioning of equipment

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

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

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

Sr. No.	Description	Amount to be recovered

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

OR

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

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.....

