

ISO 9001 Organisation
सी.एस.आई.आर-संरचनात्मक अभियांत्रिकी अनुसंधान केन्द्र
CSIR-STRUCTURAL ENGINEERING RESEARCH CENTRE
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद Council of Scientific and Industrial Research)
सी.एस.आई.आर परिसर CSIR CAMPUS, तरमणि TARAMANI, चेन्नै CHENNAI - 600 113. भारत INDIA
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A3(72513)2025/PUR/SERC

15<sup>th</sup> September 2025

To,  
M/s Krishna Futuretech,  
#163, 37<sup>th</sup> Cross, 7<sup>th</sup> Main,  
5<sup>th</sup> Block, Jayanagar,  
Bengaluru – 560041  
Karnataka.

DUE DATE FOR SUBMISSION OF OFFER: 08<sup>th</sup> October 2025@14.00\_Hours

Sir/Madam,

Sub: Request a quotation for “DTC Initium System and other items” on the PAC (Proprietary Article Certificate) basis.

Please submit your bid with complete specifications and Brochure/Literature showing the delivery period, etc., through the Online CPP Portal (<https://etenders.gov.in/eprocure/app>) on or before 08.10.2025 (Wednesday) up to 14:00 hours (IST), and the Bid shall be opened on 09.10.2025 (Thursday) at 14:30 hours (IST).

Sl. No.	Tender No.	Description	Qty	Single/ Double bid.	Bid Security (EMD)
1.	A3(72513)2025/PUR/SERC	Supply, Installation and Commissioning of DTC Initium System, Single Scanner Interface, Universal AC Input, 24V DC Output, Integrated Cat-5, Power, Hardware Trigger, etc.  Detailed Specification enclosed in Annexure A	As per Annexure A	Single Stage Single Envelope System Bid (Single Bid System)	Rs. 1,02,000/- (Rupees One Lakh and two thousand only). Bids without BS/EMD or BSD (Bid Securing Declaration - Annexure-III) will be rejected.

Further information from the office of  
Controller of Stores & Purchase,  
CSIR-STRUCTURAL ENGINEERING RESEARCH CENTRE,  
CSIR Road, Taramani,  
Chennai – 600 113  
Tel: 044 – 22549108, 22544777  
Email: [puroff.serc@csir.res.in](mailto:puroff.serc@csir.res.in)

1. The bid must be accompanied by a proof of bid security (BS/EMD) in favour of "The Director, CSIR –SERC, Chennai" as specified above. The EMD may be electronically transferred in the form of NEFT / RTGS and must be delivered to the above office before the due date and time for submission of the bid as indicated above. Bid Securing Declaration (BSD at Annexure - IV) can be utilised instead of the above EMD amount.
2. The tender is non-divisible in nature.
3. The Director, CSIR-SERC reserves the right to accept or reject the bid or accept either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

**Controller of Stores & Purchase**  
**(On behalf of CSIR-INDIA)**

Detailed Specification of DTC Initium System - Part Number - INITIUM-0000000 spare module for integrated and simultaneous data acquisition from existing 8 numbers of ESP pressure scanners with digital temperature compensation (DTC)

### Features

- Support for up to 512 Pressure Channels
- $\pm 0.05\%$  FS Accuracy after Rezerod
- 1200 Hz per Channel Throughput Capability in Engineering Units
- Auto-negotiating 10/100 Base-T Ethernet Interface
- Comprehensive Applications Utility Software

Parameter	Parameter	Units	Corresponding features
<b>PNEUMATICS</b>			
Type of ESPs Supported	ESP-64HD ESP-32HD ESP-16MS		DTC Series only
Number of ESPs Supported	1 to 8		any combination of 16, 32 or 64 port scanner
<b>PERFORMANCE</b>			
Static Accuracy			
@ 100% Range	$\pm 0.05$ $\pm 0.10$ $\pm 0.25$	%FS %FS % FS	range > 5 psid range $\geq 10$ in WC to $\leq 5$ psid range < 10 in WC
@ 33% Range	$\pm 0.10$	%FS	range $\geq 5$ psid
A/D	Resolution	18	bits
Measurement Resolution	0.003	%FS	
Throughput Rate (in Engineering Units)	1200 650 325	Hz/ch Hz/ch Hz/ch	when scanning 16 channels per scanner when scanning 32 channels per scanner when scanning 64 channels per scanner
<b>COMMUNICATIONS</b>			
Interface	10/100 Base-T Ethernet		auto-negotiating, half or full duplex
Protocol	TCP and UDP		
<b>ELECTRICAL</b>			
Supply Voltage	18-36	VDC	unregulated
Supply Current	1.6 – 0.8	A	typically 1.2A @ 24 VDC with full load
Environmental			
Operating Temperature	0 to 70	$^{\circ}\text{C}$	
Storage Temperature	-20 to +70	$^{\circ}\text{C}$	
Relative Humidity	95	%	
<b>PHYSICAL</b>			
Size	10.00 x 7.00 x 3.50	in	W x D x H
Weight	3:6	lbs	

## INSTRUCTIONS TO BIDDERS

### TERMS AND CONDITIONS:

(1) **PRICE:** Tenderer/Bidder should submit their quotation for Ex-works. FOR, ~~FOB/FCA, CIF/CIP~~ price to facilitate the proper comparison, failing which the bid would be summarily ignored and rejected. CSIR-SERC reserves the right to order based on any of the Incoterms. Other applicable charges should be mentioned separately"

(2) **FREIGHT & INSURANCE:**

The insurance shall be for an amount equal to 110% of the FOR-Destination Value of the contract from within "Warehouse to Warehouse (Final destination)" on "All risk basis", including strikes, riots, and civil commotion.

With a view to ensuring that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for following up with their principals for ascertaining the dispatch details and informing the same to the purchaser. He shall also liaise with the purchaser to determine the arrival of the consignment after clearance so that immediately thereafter, in his presence, the consignment can be opened. The insurance claim will be lodged if required, without any loss of time. Any delay on the part of the bidder/Indian agent would be viewed seriously, and he shall be directly responsible for any loss sustained by the purchaser in the event of the delay.

Transportation:

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

(3) **Eligibility in case of Land Border Share:**

- I. Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority, i.e. Registration Committee constituted by the Dept for Promotion of Industry & Internal Trade (DPIIT) as per OM No.F.No.6/18/2019-PPD dt. 23rd July 2020.
- II. Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a
  - d) country; or
  - e) An entity whose beneficial owner is situated in such a country; or
  - f) An Indian (or other) agent of such an entity; or
  - g) A natural person who is a citizen of such a country; or
  - h) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
  - i) The beneficial owner for the purpose of (iii) above will be as under:

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

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons. has ownership of entitlement to more than fifteen per cent of the capital or profits of the partnership;

2. In case of an unincorporated association or body of individuals, the beneficial owner is a natural person(s), who, whether acting alone or together or "through one or more juridical persons, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals;
  3. Where no natural person is identified under (1) or (2), or (3) above. the beneficial owner is the relevant natural person who holds the position of senior managing official.
  4. In the case of a trust, the identification of beneficial owner(s) shall include the identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- IV. An Agent is a person employed to do any act for another, or to represent another in dealings with a third person
- V. Applicable for Works contracts, including Turnkey contracts only. The successful bidder shall not be allowed to subcontract works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority.

Note: The bidder has to submit a "Land Border Sharing Certificate" as per Annexure-V (or) VI that is to be printed on the Letterhead of the bidder

~~(4) —Payment for Goods supplied from abroad:~~

~~a) 100% payment will be made by TT/Wire Transfer or e-Payment after Supply & Installation of Controller Unit for the HPU installed at CSIR-SERC and satisfactory acceptance of materials and subject to receipt of 5% PBG (Performance Bank Guarantee) in the form of an Account Payee Demand Draft (DD) / Fixed Deposit Receipt (FDR) / Bank Guarantee as per Annexure X from a scheduled commercial bank. Bank Guarantee issued/confirmed from any of the scheduled commercial banks in India in an acceptable form. In case of foreign bidders in imports, either an equivalent Foreign Exchange amount may be preferred in the form of a Bank Guarantee issued/confirmed from any of the scheduled Commercial Banks in India or in INR by their Indian counterpart/agent in an acceptable form. In case of submission of a foreign PBG, the same should be confirmed by any of the scheduled commercial banks in India as per the procedure. Otherwise, the Indian agent shall submit the required PBG in INR as per Annexure-3. The period of the PBG/PS should be valid for 60 days after the warranty period.~~

~~(OR)~~

~~Payment of the foreign currency portion shall be made in the currency of the Contract in the following manner:~~

~~b) On Shipment: Eighty percent (80 %) of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16 and Performance security for % total order value including GST valid for 2 months + warranty period in the form of an Account Payee Demand Draft (DD) / Fixed Deposit Receipt (FDR) / Bank Guarantee as per Annexure X from a scheduled commercial bank. Bank Guarantee issued/confirmed from any of the scheduled commercial banks in India in an acceptable form. In case of foreign bidders in imports, either an equivalent Foreign Exchange amount may be preferred in the form of a Bank Guarantee issued/confirmed from any of the scheduled Commercial Banks in India or in INR by their Indian counterpart/agent in an acceptable form. In case of submission of foreign PBG, the same should be confirmed by any of the scheduled commercial banks in India as per the procedure. Otherwise, the Indian agent shall submit the required PBG in INR as per Annexure-3. The period of the PBG/PS should be valid for 60 days after the warranty period.~~

~~c) On Acceptance: Twenty percent (20 %) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security for 5% total order value including GST valid for 2 months + warranty period in the form of an Account Payee Demand Draft (DD) / Fixed Deposit Receipt (FDR) / Bank Guarantee as per Annexure X from a scheduled commercial bank. Bank Guarantee issued/confirmed from any of the scheduled commercial banks in India in an acceptable form. In case of foreign bidders in imports, either an equivalent Foreign Exchange amount may be preferred in the form of a Bank Guarantee issued/confirmed from any of the scheduled Commercial Banks in India or in INR by their Indian counterpart/agent in an acceptable form. In case of submission of foreign PBG, the same should be confirmed by any of the scheduled commercial banks in India as per the procedure. Otherwise, the Indian agent shall submit the required PBG in INR as per Annexure-3. The period of the PBG/PS should be valid for 60 days after the warranty period.~~

~~Performance Security should be submitted within 21 days from the date of the Purchase Order.~~

Payment for Goods and Services supplied from India:

The payment shall be made in Indian Rupees, as follows:

100% Payment will be released after **supply, installation and commissioning** and our final acceptance and submission of 5% PBG for the total order value, including GST, valid for the period of 60 days after the warranty period

- (5) ~~**INDIAN AGENTS COMMISSION:** Manufacturers having authorised Indian agents should categorically mention the percentage of commission payable to their agent. Kindly note that, as per the government of India regulations, the commission to the Indian agents is payable in Indian currency only. Further, if possible, the manufacturers should furnish the information pertaining to the Indian agents and their role in rendering assistance to their customers. A certified copy of the agency agreement between the Principal/OEM and the Indian agent should be enclosed. Foreign bidders should disclose the name and address of agents and representatives in India, and Indian bidders should disclose their foreign principals or associates. The authorisation of the Indian agent by the Principal/OEM should be tender specific.~~
- (6) **DELIVERY:** The ordered material(s) is/are required to be delivered within **8 weeks** from the date of placement of the Purchase Order. Hence, kindly specify the shortest possible delivery schedule.
- (7) **COUNTRY OF ORIGIN:** Kindly mention the country of origin and the country from where the goods will be finally shipped.
- (8) **VALIDITY:** Offer/Bid should be submitted with a minimum validity of 120 days.
- (9) **WARRANTY:** One year from the date of **final acceptance** by CSIR-SERC. The requested warranty period should be mentioned. Otherwise, the bid will summarily be ignored and rejected.
- (10) Tenderer/Bidder should furnish the detailed specifications of the material(s) offered. Relevant technical literature, descriptive catalogue, brochure, and pamphlet, if any, should be attached along with the offer.
- (11) The principal or the agents, or the supplier, as the case may be, to ensure the installation within ten days of receipt of the items at CSIR-SERC, Chennai, through consultation, including the dispatch of items/equipment to the user division. In case of failure on the part of the supplier, free replacement of any defective items or equipment should be done by the party without any financial implication to CSIR-SERC
- (12) The acceptance of the quotation will rest with the discretion of the Director, CSIR-SERC, Chennai, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or accept, partially or all the quotations received, without assigning any reason/s thereof.
- (13) **LIQUIDATED DAMAGES:** Timely supply is the essence of the stipulation in the delivery period of our purchase order, for our requirements have a direct bearing on the time-targeted research work. By any measure, if there is any delay in delivery of the ordered material(s), Liquidated Damages-LD shall be 0.5% of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total liquidated damages shall not exceed 10% of the value of the delayed goods

The date of delivery should be strictly adhered to.

- a) The Delivery/Installation extension should not be sought as a routine matter and should be requested only when there is a genuine and valid reason.
  - b) The delivery extension should be sought through email in advance, at least 10 working days.
  - c) Subsequent extension will be given only on the condition that LD will be recovered as per the rule; otherwise, the competent authority in CSIR – SERC reserves the right to accept delivery in part or in full and to claim liquidated damages @ 0.5% of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total LD shall not exceed 10% of the value of the delayed goods or installation, as the case may be.
- (14) **Performance Security (PS):** Within 21 days of receipt of the notification of award/PO, the Supplier should furnish Performance Security (PS)/ Performance Bank Guarantee (PBG) for the amount specified in P.O., i.e. 5% of the total Value of the PO. PBG/PS should be valid till 60 days after the warranty period.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supplies from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent. In the case of imports, the PS may be submitted either by the principal or by the Indian agent and in the case of purchases from indigenous sources. the PS may be submitted by either the manufacturer or their authorised dealer/bidder.

The Performance Security shall be furnished in the form of an Account Payee Demand Draft (DD)/ Fixed Deposit Receipt (FDR)/Bank Guarantee issued/confirmed from any of the scheduled commercial banks in India in an acceptable form. In case of foreign bidders in imports, either an equivalent Foreign Exchange amount may be preferred in the form of a Bank Guarantee issued/confirmed from any of the scheduled Commercial Banks in India or in INR by their Indian counterpart/agent in an acceptable form.

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 the PO, without levy of any interest. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract as amended for a further period of 60 days thereafter.

The performance security must be received within 21 days. However, the Purchaser has the power to extend the time frame for submission of Performance Security (PS) as per the extant procedure. Even after the extension of time, if the PS is not received, the contract is liable to be cancelled, provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons.

Whenever the bidder chooses to submit the Performance Security in the form of a Bank Guarantee, then he should advise the Banker issuing the Bank Guarantee to immediately send by Speed Post 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.

(15) **RISK PURCHASE CLAUSE:** If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

(16) **RESOLUTION OF DISPUTES:**

- ❖ If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996, and the rules framed thereunder for the time being in force. Each party shall bear and pay its own costs of the arbitration proceedings unless the Arbitrators otherwise decide in the Award. In view of Section 12 (5) of the Act introduced by the Arbitration & Conciliation (Amendment) Act 2015. Any difference/dispute arising out of the agreement/contract shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
- ❖ The Director, CSIR- SERC, Chennai reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

(17) The bid must be accompanied by BS/EMD (Bid Security / Earnest Money Deposit) as specified above in the table or BSD (Bid Securing Declaration) as per Annexure-IV. The BS/EMD must be submitted either online(e-Payment) or through Post/Courier in case of submission of BS/EMD in the form of A/c Payee DD/ Banker's Cheque/ Bank Guarantee/ FDR on or before the due date & time as indicated above. Bids will be opened online only on the specified date and time. Scanned copies of documents in support of BS/EMD or BSD should be uploaded along with the Bid Document in the CPP Portal. The UTR Reference with respect to online payment towards BS/EMD or BSD should be submitted along with the Bid Document. In the event of the date specified for the opening of bids being declared as a closed holiday for

the Purchaser's Office, the opening of bids will be done on the next working day at the scheduled time. The Bids received without BS/EMD or BSD will summarily be rejected as per extant procedure. A/c Payee DD/ Banker's Cheque/ Bank Guarantee/ FDR, etc, in original towards BS/EMD should be reached CSIR-SERC (Office of Stores & Purchase Dept.) on or before the due date and time for submission of bids as indicated above. The above-referred original documents should be submitted in a sealed cover with the concerned CSIR-SERC Tender Reference (CPPP Tender Reference) & CPPP Tender ID, and with the due date and opening date. These shall be written/superscribed neatly on the tender cover.

- (18) ~~CSIR-SERC, Chennai, comes under the administrative control of the Ministry of Science & Technology, Government of India. Hence, all our imports are governed by the canons of the Exim Policy of the Government of India.~~
- (19) The purchaser intends to give product reservation/purchase preference in line with current Government of India procurement policies to help inclusive national economic growth by providing long-term support to small and medium enterprises and disadvantaged sections of the society, and to address environmental concerns along with preferential market access in govt. procurements MSEs.
- (20) Purchase preference would also be given to Micro and Small enterprises as per the MSMED Act 2006 and subsequent amendments.
- (21) Traders are outside the ambit of the MSMED Act, and no purchase preference will be given to such bidders.
- (22) The purchase preference and other conditions as detailed in OM No. F.1/4/2021 – PPD dt: 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, etc., are also applicable in addition to other conditions mentioned in this Tender Document.
- (23) MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:
- In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one per cent) shares in the unit.
  - In case of Private Limited Companies, at least 51% (fifty-one per cent) share shall be held by SC/ST promoters.
- (24) MSEs owned by women shall also be determined as per the above analogy/criteria.
- (25) The bid must be accompanied by a proof of bid security (BS/EMD) in favour of "The Director, CSIR –SERC, Chennai" as specified above. The EMD may be electronically transferred in the form of NEFT / RTGS and must be delivered to the above office prior to the due date and time for submission of the bid as indicated above. Bid Securing Declaration (BSD at Annexure - IV) can be utilised in lieu of the above EMD amount.
- (26) EVALUATION AND COMPARISON OF BID: The Purchaser shall evaluate each bid technically and, if found suitable, the Purchaser shall only use the factors, methodologies and criteria defined below to arrive at the lowest responsive bid. The bids shall be evaluated on the basis of the final landing cost, which shall be arrived at as under:  
(Please note CSIR-SERC is eligible for concessional customs duty @ 5.15% under Notification No. 51/96 by DSIR)

For goods manufactured in India

- The price of the goods quoted ex-works, including all taxes already paid.
- Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.

For goods manufactured abroad

- ~~The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document. The Port of shipment will be Gateway International Airport or Seaport, as the case may be.~~
- ~~The charges for insurance and transportation of the goods to the port/place of destination, including clearance charges, if any.~~
- ~~The agency commission, etc., if any, as a percentage on Ex Works Value.~~

~~For comparison between goods quoted in foreign currency and goods quoted in Indian rupees:—~~

- ~~a) The quantum of customs duty as applicable to SERC would be loaded onto the foreign quote.~~
- ~~b) An additional 2% will also be loaded to the foreign quote to cover customs clearance, bank charges and other ancillary charges.~~
- ~~c) The additional 2% as above in (ii) will not be loaded to firms quoting in INR for foreign goods in case they have quoted for free door delivery at SERC. Customs duty would, however, be loaded as applicable unless indicated to have been included in the basic price or quote.~~

(27) As per the Government of India procurement policies,

- a) The purchaser intends to give purchase preference to local suppliers\* in case the cost of procurement is in the range of more than Rs 50.00 lakhs.
- b) The procuring entity intends to give purchase preference to products/goods manufactured by micro and small enterprises.
- c) "Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020, or by the competent Ministries/Departments in pursuance of this order.
- d) 'Local content' means the amount of value added in India, which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in per cent.
- e) Kindly provide a copy of the MSME certificate, if applicable.

(28) COVER DETAILS - DOCUMENTS TO BE UPLOADED:

- a) Bidder Information Form - (Annexure - I) (.pdf)
- b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement/service - (Annexure - II) (.pdf)
- c) Manufacturer's Authorisation Form- (Annexure - III) (.pdf)
- d) BS/EMD (or) Bid Securing Declaration (Annexure - IV) (.pdf)
- e) Certificate with regard to the bidder not having a land border with India (Annexure - V) (.pdf)
- f) Certificate with regard to the bidder having a land border with India - Annexure - VI (.pdf)
- g) Certificate with regard to price reasonability (Annexure - VII) (.pdf)
- h) Local Content Certificate (Annexure - VIII) (.pdf)

Documentary evidence about the status of the bidder, i.e. whether MSE or not, owned by SC/ST or not, and whether the MSE is owned by a woman entrepreneur or not.

Controller of Stores & Purchase  
(For on & behalf of CSIR)

## CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT (GCC)

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## GENERAL CONDITIONS OF CONTRACT (GCC)

### 2.1 Definitions

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

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfilment of the Goods and related Services by the Supplier per the terms and conditions outlined in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw materials, machinery and equipment, and/or other materials the Supplier must supply to the Purchaser under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training, initial maintenance and other obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

The "Council" means 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, Anusandhan Bhawan, 2 Rafi Ahmed Kidwai Marg, New Delhi-110001, India.

(l) The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in the tender/PO.

(m) "The final destination," where applicable, means the place named in the tender/PO.

### 2.2 Contract Documents

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

### 2.3 Code of Integrity

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

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

#### 2.4 Joint Venture, Consortium or Association

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

#### 2.5 Scope of Supply

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

#### 2.6 Suppliers' Responsibilities

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

#### 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 Copyright

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

#### 2.9 Application

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

#### 2.10 Standards

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

## 2.11 Use of Contract Documents and Information

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

## 2.12 Patent Indemnity

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

## 2.13 Performance Security

- 2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in the tender/PO, valid till 60 days after the warranty period.
- 2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.
- 2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorised 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 Nationalised/Scheduled bank located in India or a bank situated abroad in the form provided in the bidding documents, or
  - (b) A Fixed Deposit Receipt (FDR) pledged in favour of the Purchaser, i.e "The Director, CSIR-SERC, Chennai.
- 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 the tender/PO, 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 a further period of 60 days thereafter.
- 2.13.8 The order confirmation must be received within 14 days. However, the Purchaser has the power to extend the time frame for submission of order confirmation and submission of Performance Security (PS) as per the procedure. Even after extension of time, if the Order Confirmation / PS are not received, the contract shall be cancelled, provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained.
- 2.13.9 Whenever the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc. The Performance Security in the form of Bank Guarantee shall be submitted as per Annexure X.
- 2.14 Inspections & Tests
- 2.14.1 The inspections & tests, training required would be as detailed in the Bidding Document relating to Specification and Allied Technical details.
- 2.15 Packing
- 2.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 2.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract, including additional requirements, if any, specified in the tender/PO and in any subsequent instructions ordered by the Purchaser.
- 2.16 Delivery & Documents
- 2.16.1 Delivery of the Goods and completion and related services shall be made by the supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the tender/PO.
- 1.16.2 The mode of transportation shall be as specified in the tender/PO. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only .In case Air India does not operate at the Airport of dispatch, then the bidder is free to engage the services of any other airline.
- 2.17 Insurance
- 2.17.1 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously, and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

## 2.18 Transportation

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

## 2.19 Incidental Services

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

## 2.20 Spare Parts

2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

## 2.21 Warranty

2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

2.21.3 Unless otherwise specified in the tender/PO, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination as indicated in the tender/PO, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

2.21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

2.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

2.21.6 If, having been notified, the Supplier fails to remedy the defect within 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.

2.21.7 Goods requiring warranty replacements must be replaced at no cost to the purchaser.

## 2.22 Terms of Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

~~Payment for Goods supplied from abroad:~~

~~2.22.1 Payment of the foreign currency portion shall be made in the currency of the Contract in the following manner:~~

Payment for Goods supplied from abroad:

(a) 100% payment will be made by TT/Wire Transfer or e-Payment after Supply & Installation of Controller Unit for the HPU installed at CSIR-SERC and satisfactory acceptance of materials and subject to receipt of 5% PBG (Performance Bank Guarantee) in the form of an Account Payee Demand Draft (DD) / Fixed Deposit Receipt (FDR) / Bank Guarantee as per Annexure X from a scheduled commercial bank. Bank Guarantee issued/confirmed from any of the scheduled commercial bank in India in an acceptable form. In case of foreign bidders in imports, either equivalent Foreign Exchange amount may be preferred in the form of a Bank Guarantee issued/confirmed from any of the scheduled Commercial Bank in India or in INR by their Indian counterpart/agent in an acceptable form. In case of submission of foreign PBG, the same should be confirmed by any of the scheduled commercial bank in India as per procedure. Otherwise, the Indian agent shall submit the required PBG in INR as per Annexure-3. The period of the PBG/PS should valid till 60 days after the warranty period (OR)

Payment of foreign currency portion shall be made in currency of the Contract in the following manner:

(b) On Shipment: Eighty percent (80 %) of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16 and Performance security for % total order value including GST valid for 2 months + warranty period in the form of an Account Payee Demand Draft (DD) / Fixed Deposit Receipt (FDR) / Bank Guarantee as per Annexure X from a scheduled commercial bank. Bank Guarantee issued/confirmed from any of the scheduled commercial bank in India in an acceptable form. In case of foreign bidders in imports, either equivalent Foreign Exchange amount may be preferred in the form of a Bank Guarantee issued/confirmed from any of the scheduled Commercial Bank in India or in INR by their Indian counterpart/agent in an acceptable form. In case of submission of foreign PBG, the same should be confirmed by any of the scheduled commercial bank in India as per procedure. Otherwise, the Indian agent shall submit the required PBG in INR as per Annexure-3. The period of the PBG/PS should valid till 60 days after the warranty period.

(c) On Acceptance: Twenty percent (20 %) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security for 5% total order value including GST valid for 2 months + warranty period in the form of an Account Payee Demand Draft (DD) / Fixed Deposit Receipt (FDR) / Bank Guarantee as per Annexure X from a scheduled commercial bank. Bank Guarantee issued/confirmed from any of the scheduled commercial bank in India in an acceptable form. In case of foreign bidders in imports, either equivalent Foreign Exchange amount may be preferred in the form of a Bank Guarantee issued/confirmed from any of the scheduled Commercial Bank in India or in INR by their Indian counterpart/agent in an acceptable form. In case of submission of foreign PBG, the same should be confirmed by any of the scheduled commercial bank in India as per procedure. Otherwise, the Indian agent shall submit the required PBG in INR as per Annexure-3. The period of the PBG/PS should valid till 60 days after the warranty period. Performance Security should be submitted within 21 days from date of Purchase Order.

2.22.2 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the tender/PO.

2.22.3 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.

2.22.4 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice (Bill / Invoice should have E-payment details like A/c No, IFSC etc) that the payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

2.22.5 Payment shall be made in Indian Rupees only as indicated in the contract.

## 2.23 Change Orders and Contract Amendments

- 2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:
- a. Increase or decrease in the quantity required, exercise of quantity opinion clause;
  - b. Changes in the schedule of deliveries and terms of delivery;
  - c. The changes in inspection arrangements;
  - d. Changes in terms of payments and statutory levies;
  - e. Changes due to any other situation not anticipated;

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

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

## 2.24 Assignment

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

## 2.25 Sub-contracts

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 obligations under the contract.

## 2.26 Extension of time.

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

2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, 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 liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of the penalty clause.

## 2.27 Liquidated Damages

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

## 2.28 Termination for Default

- 2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in 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, etc, as defined in the GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.
- 2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following actions:
- (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, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may, at its option, terminate the contract without any financial repercussions on either side.

## 2.30 Termination for Insolvency

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

## 2.31 Termination for Convenience

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

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

### 2.32 Settlement of Disputes

2.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

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

- (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996, and the rules framed thereunder for the time being in force. Each party shall bear and pay its own costs of the arbitration proceedings unless the Arbitrators otherwise decide in the Award.

**Note: In view of Section 12 (5) of the Act introduced by the Arbitration & Conciliation (Amendment) Act, 2015, any difference/dispute arising out of the Agreement/ Contract shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.**

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

2.32.5 Notwithstanding any reference to arbitration herein,

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

### 2.33 Governing Language

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

### 2.34 Applicable Law

2.34.1 The Contract shall be interpreted per the laws of the Union of India, and all disputes shall be subject to the place of jurisdiction as specified in tender/PO.

### 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 tender/PO.

2.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## 2.36 Taxes & 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 within and 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 TDS towards IT, GST etc.) wherever applicable.

## 2.37 Right to use Defective Goods

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

## 2.38 Protection against Damage

- 2.38.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:
- (a) Voltage 230volts – Single Phase /415v 3phase ( $\pm 10\%$ )
  - (b) Frequency 50 Hz.
  - (c) For electrical equipment more than 2KW it must be 3 phase operating voltage (440V)

## 2.39 Site Preparation & Installation

- 2.39.1 The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract. Unless otherwise specified anywhere else in this Tender Document, the Supplier has to complete the Installation/Commissioning within one (1) month from the date of arrival of the equipment in the Institute.

## 2.40 Risk Purchase Clause

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

## 2.41 Option Clause

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

## 2.42 ~~Integrity Pact – Not Applicable~~

~~2.42.1 The tender/PO shall specify whether there is a need to enter into a separate Integrity pact or not.~~

~~2.42.2 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the tender/PO.~~

2.43 Order Acceptance

- 2.43.1 The successful bidder should submit Order Acceptance within 14 days from the date of issue of the order/signing of the contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.
- 2.43.2 The Order Confirmation must be received within 14 days. However, the Purchaser has the power to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled, provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained.
- 2.44.3 All the Rules, Procedures, Guidelines, etc of CSIR-INDIA& the Govt of India from time to time will be applicable to this Tender Enquiry, subject to the approval of the Competent Authority

Controller of Stores & Purchase  
(For on & behalf of CSIR)

## **Annexures to be enclosed with Techno-Commercial Bid**

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## 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 ON THE LETTERHEAD OF THE FIRM.]

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

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

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

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

Name \_\_\_\_\_

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

**Format for declaration by the Bidder for the Code of  
Integrity & conflict of interest**

(ON THE LETTER HEAD OF THE BIDDER)

Ref. No: \_\_\_\_\_

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

To,

\_\_\_\_\_

\_\_\_\_\_  
(Name & address of the Purchaser)

Sir,

With reference to your Tender No. \_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 12 of the Tender document and have no conflict of interest.

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

- a.
- b.
- c.

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorised Signatory)

## MANUFACTURERS' AUTHORIZATION FORM

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

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DATE: [INSERT DATE (AS DAY, MONTH AND YEAR) OF BID SUBMISSION]

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

To: *[insert complete name and address of*

*Purchaser]*WHEREAS

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

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SIGNED: [INSERT SIGNATURE(S) OF AUTHORIZED REPRESENTATIVE(S) OF THE MANUFACTURER]

NAME: [INSERT COMPLETE NAME(S) OF AUTHORIZED REPRESENTATIVE(S) OF THE MANUFACTURER]

TITLE: [INSERT TITLE]

Duly authorised to sign this Authorisation on behalf of: *[insert complete name of Bidder]*

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

**BID-SECURING DECLARATION FORM**

Date: \_\_\_\_\_ Bid No.

\_\_\_\_\_

To (insert complete name and address of the purchaser) I/We. The undersigned declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

Duly authorised to sign the bid on behalf of: (insert complete name of

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

Corporate Seal (where appropriate)

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

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

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

Tender No: \_\_\_\_\_

Date \_\_\_\_\_

To,  
The Director,  
CSIR-SERC  
CSIR Road, Taramani,  
Chennai - 600113

Sir,

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

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

**For and on behalf of (Name of the Firm/Entity)**

Authorised signatory (To be duly authorised by the Board of Directors)

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

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

Tender No: \_\_\_\_\_

Date \_\_\_\_\_

To,  
The Director,  
CSIR-SERC  
CSIR Road, Taramani,  
Chennai - 600113

Sir,

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

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

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

Authorised signatory (To be duly authorised by the Board of Directors)

~~CERTIFICATE WITH REGARD TO PRICE REASONABILITY~~

Ref.No: \_\_\_\_\_ Date: \_\_\_\_\_

To,  
(Name & address of the Purchaser)

~~I certify that the "rates quoted in the tender are not higher than quoted with other CSIR Labs/Instt, Government, Public sector or private organisations"~~

.....  
~~FOR AND ON BEHALF OF (NAME OF THE FIRM/ENTITY)~~  
Authorised signatory (To be duly authorised by the Board of Directors)

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

Tender No. \_\_\_\_\_

Date:

\_\_\_\_\_

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_,

Resident of

\_\_\_\_\_ do

hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order 2017 dt 16<sup>th</sup> September 2020 & 19<sup>th</sup> July 2024.

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

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

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

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

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. R & D consumable for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished – CSIR – SERC
- v. Details of domestic value addition in terms of Minimum Local content
  - 1.
  - 2.
  - 3.

- vi. Details of the Location where the Local Value additions are added/done
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- vii. Name and contact details of the unit of the manufacturer

Sale Price of the product, Ex-Factory Price of the product, Freight, insurance and handling, Total Bill of Material, List and total cost value of inputs used for manufacture of the R &D equipment, List and total cost of inputs which are domestically sourced, value addition certificates from suppliers, if the input is not in-house to be attached, List and cost of inputs which are imported, directly or indirectly which go into calculation of Local content and like records shall be produced in case of any verification. (Note: The “Class of Supplier (Class-I / Class-II)”, Local Content %, Details of Domestic value addition in terms of Minimum Local Content and Details of Location where the Local value additions are added / done etc., should be provided by the bidder).

**Note:**

1. The bidder offering imported products will fall under the category of Non-Local Suppliers and they can't claim themselves as Class-I Local Supplier /Class -II Local Supplier by Claiming Profit, Warehousing, Marketing, Logistics, Freight etc. as Local value addition.
2. False declaration will be in breach of the Code of integrity under Rule 175(1)(1)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to Two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. A bidder/supplier who has been debarred by any Procuring Entity for violation of this shall not be eligible for preference for procurement by any other Procuring Entity for the duration of the debarment as per the DPIIT Order dt. 16<sup>th</sup> September 2020.

**(Name & Signature of Authorised Signatory)**  
To be duly authorised by the Board of Director



<b>ISO 9001 Organisation</b>
<b>सी.एस.आई.आर - संरचनात्मक अभियांत्रिकी अनुसंधान केन्द्र</b>
<b>CSIR - STRUCTURAL ENGINEERING RESEARCH CENTRE</b>
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद <b>Council of Scientific and Industrial Research</b> )
सी.एस.आई.आर परिसर <b>CSIR CAMPUS</b> , तरमणि <b>TARAMANI</b> , चेन्नै <b>CHENNAI - 600 113</b> . भारत <b>INDIA</b>
दूरभाष <b>Tel: 044-22549108/4777, 22541238</b> फैक्स <b>Fax: 044-22542211</b> ई-मेल <b>E-mail: puroff.serc@csir.res.in</b>

### Electronic Fund Transfer Account Details

S.No.	Particulars	Details
01.	Name of the Account Holder	Director, CSIR-SERC
02.	Address	CSIR Road, CSIR Campus, Taramani, Chennai – 600 113
03.	E-Mail address	puroff.serc@csir.res.in
04.	Phone Number/Mobile Number	044 - 22549108/05
05.	<b>(1) Permanent Account Number (PAN)</b> <b>(2) GSTIN</b>	<b>AAATC2716R</b> <b>33AAATC2716R3ZK</b>
06.	<b>Particulars of Bank Account</b>	
	(i) Name of the Bank	State Bank of India
	(ii) Name of the Branch	Taramani Branch
	(iii) Branch Code	0010673
	(iv) Address	State Bank of India, CSIR Branch, Taramani, Chennai 600 113.
	(v) Telephone Number	044-22544519/22541848
	(vi) Account Number	30225927924
	(vii) Type of Account	Saving Bank Account
	(viii) IFSC Code (RTGS/NEFT)	SBIN0010673
	(ix) MICR Code	600002130

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

To,

.....

WHEREAS .....

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

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder 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 a Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send 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.**