



सी एस आई आर - राष्ट्रीय पर्यावरण अभियांत्रिकी संस्थान

CSIR- National Environmental Engineering Research Institute ४४००२०,

नेहरू मार्ग, नागपुर (महाराष्ट्र) भारत

Nehru Marg, Nagpur – 440 020 (M.S.), India

टेलीफोन Telephone 0712 - 2249881, 2249758

ईमेल Email:- pmpddivision@neeri.res.in

वेबसाइट Website: www.neeri.res.in



Enquiry/Tender No. BDPMD-6/S&T/WRD/ Pre-closure Assessment at Deonar Dumpsite/2023-24

Date: 27-02-2023

Last Date and time for submission of Bid (Technical & Commercial): 30.03.2023 (upto 03.00 PM)

Date and time for opening of Bid: 07.04.2023 (03.00 PM)

Venue for submission and opening Bid: Scientist & Head, BDPMD Division, CSIR - NEERI, Nehru Marg, Nagpur - 440020

(Bidder must send mail on: - pmpddivision@neeri.res.in to confirm that they have submitted the bids)

निमंत्रण निविदा दस्तावेज / BID INVITATION DOCUMENTS

CSIR-National Environmental Engineering Research Institute, Nagpur is an R&D establishment of national repute under the aegis of Council of Scientific & Industrial Research, New Delhi, funded by Govt. of India. CSIR – NEERI is involved in High Quality & High Impact Research & Development, Training & Consultancy in the field of sustainable environment and societal responsibilities in terms of clean water, waste management, sanitation, pollution control etc.

Considering the R&D activities and a premier National Institute, CSIR-NEERI having its headquarters at Nagpur & Five (05) Zonal Centres at Delhi, Mumbai, Kolkata, Hyderabad & Chennai having GSTIN: 27AAATC2716R2ZE (common for all six establishments) is either exempted of paying taxes or eligible for paying Goods & Services Tax and Customs Duty on concessional basis only as notified by DSIR, Govt. of India vide Notification No. 45/2018 & 47/2018 and being updated from time to time. All in-house / Grant-in-Aid / Consultancy projects avail the exemption of applicable taxes as above. We are exempted from paying Local Bodies Taxes also, if any. Moreover, this Institute avails special discount applicable to Govt. Funded R&D Institutes also, wherever applicable, in terms of procurement of equipment, material & services. Prospective bidders are requested to take this into consideration while bidding.

- निदेशक, नीरी, नागपुर नीचे सूचीबद्ध मदों के लिए, आपूर्तिकर्ताओं / विक्रेताओं / सेवा प्रदाताओं से मुहरबंद बोलियां आमंत्रित करते हैं: Director, CSIR-NEERI, Nagpur, INDIA invites sealed bids from suppliers / service providers as listed below / FOR CSIR-NEERI, Nagpur basis.

1	Description / Details of Services	Topographical & Drone Survey, Geotechnical Studies, Landfill Gas Potential Assessment of Dumpsite and Design, Drawing and Cost Estimate (Details Scope of Work as per Chapter 4)
2	Type of Bid – Open Tender	Two Bid System 1) Technical Bid as per Tender in one sealed cover /envelop. 2) Price Bid as per Chapter 5 in second sealed cover /envelop) Both sealed envelope/covers should be kept in One Big sealed cover / envelop – To be submitted in Head, BDPMD Division, CSIR-NEERI, Nagpur 440020 before last date and time for submission of Bid.
3	Bid Security / Earnest Money Deposit (EMD)	Submit Bid-Securing Declaration in Annexure IV OR

		<p>in lieu of the above, Bidder can submit EMD of Rs.90,000 (a D.D./BD/B.G. refer Form for Bid Security format)</p> <p>* Bid Security (EMD) is Exempted to firms registered with NSIC / as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.</p> <p>Copy of Valid <u>Certificate for the item tendered must be enclosed along with Bid Securing Declaration for availing EMD exemption</u></p> <p>*The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them.</p>
4	Performance Security	3 % of Order value
5	Total Cost of services/goods/works including all taxes	Rs. 45,00,000/- (Rupees Forty-Five Lakhs)

2. इच्छुक वैज्ञानिक एवं प्रमुख, व्यवसाय विकास परियोजना निगरानी (बीडीपीएमडी) प्रभाग अधिकारी के कार्यालय से विस्तृत जानकारी प्राप्त कर सकते हैं। Interested Bidders can obtain further information from the office of the Scientist & Head, BUSINESS DEVELOPMENT & PROJECT MONITORING AND PLANNING DIVISION (BDPMD) DIVISION, CSIR- National Environmental Engineering Research Institute, Nehru Marg, Nagpur 440 020.
3. जैसाकि ऊपर विनिर्देशन किया गया है, सभी बोलियों के साथ बोली प्रतिभूति संलग्न की जानी चाहिए और उन्हें उपर्युक्त तारीख को उपर्युक्त समय पर उपर्युक्त कार्यालय को सौंपा जाना चाहिए। बोलियां बोलीदाताओं के उन प्रतिनिधियों की मौजूदगी में खोली जाएंगी, जो विनिर्देशित तारीख को और विनिर्देशित समय पर उपस्थित होंगे। यदि बोलियां प्राप्त करने और बोलियां खोलने की विनिर्देशित तारीख को खरीदार के कार्यालय में कोई अवकाश का दिन होगा, तो बोलियां प्रस्तुत करने और बोलियां खोलने की नियत तारीख, निर्धारित समय पर, अगला कार्यदिवस होगी। All bids along with the stipulated Bid Security **(To be submitted in form of a DD issued by a scheduled bank /nationalized Bank in favour of the Director, CSIR-NEERI, Nagpur payable at Nagpur or through a Bank Guarantee issued by a scheduled bank/nationalized bank in India as per Form attached to this document)** must be delivered to this office at the date and time indicated above. Bids so received 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 for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.
4. निदेशक, नीरी, नागपुर, भारत को यह अधिकार है कि वह, कोई कारण बताए बिना, किसी या सभी निविदाओं को अंशतः या पूर्णतः स्वीकार कर सकता है, या उसके/उनके क्रम को भंग कर सकता है। The Director, NEERI, Nagpur, India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons thereof.
5. **Quotation should be submitted in sealed cover addressed on outer & inner envelopes should be superscribed : -**
 - i) **Director, CSIR-NEERI, Nehru Marg, Nagpur 440 020, INDIA**
 - ii) **Bid submission date :**
 - iii) **Bid Opening date :**
 - iv) **Name of equipment / item / service :**
 - v) **NEERI Enquiry Reference No. : BDPMD-6/S&T/WRD/Pre-closure Assessment at Deonar Dumpsite/2023-24**

Note : 1) Please note that the submission of bid shall be presumed that the bidder have gone through, read out & understood the tender in total and there is no further query / doubt in the particular tendering process.

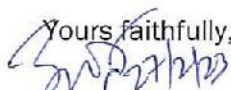
2) All correspondence may be addressed to Director, NEERI only.

TERMS & CONDITIONS

1. The acceptance of the quotation will rest with the competent authority of Director, CSIR-NEERI, NAGPUR 440 020, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
2. Price quoted should be net and valid for a minimum period of 90 days from the date of opening of the quotation.
3. ~~Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure. It may be noted that Conditional tenders shall not be considered.~~
4. The bidder must submit the applicable Price Schedule (Price Bid).
5. In cases of agents quoting on behalf of their foreign service providers, one agent cannot represent two service providers or quote on their behalf in a particular tender enquiry. One service provider can authorize only one agent/dealer. There can be only one bid from the following: -
 1. The foreign service provider directly or through one Indian agent on his behalf; or
 2. Indian/foreign agent on behalf of only one principal service provider.
6. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. **Agency commission payable to the Indian Agent should be clearly indicated.** The Agency commission would be payable only in Indian Rupees after acceptance.
7. This lab/Institute is registered with the Department of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017 and similar State Tax (Rate) notifications.
8. The mode of dispatch/transportation of the items must be by **Air/Road (In case of Import) and Road (For Local Supply within India) only. , in case of supply of goods.**
9. Work Completion period required should be invariably specified in the quotation. The offered work completion period shall have to be strictly adhered to in case an order is placed.
10. Liquidated Damages Clause for delays in completion of work after period mentioned in Tender Enquiry: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price
11. If the deliveries are not maintained and due to that account, the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
12. TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.
Kindly furnish your PAN & GST Number etc. in your quotation for our records.

13. Payment Term : 100% (hundred percent) on bill basis after completed of work / services , submission of report and duly certified by End User . Please inform your Bank details for RTGS payment.
14. All disputes shall be settled in the courts of NAGPUR, MAHARASHTRA Jurisdiction only.
- 15 All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.

Yours faithfully,



Scientist & Head, BDPMD Division
For Director, CSIR-NEERI, NAGPUR

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PROCUREMENT PLANNING

Sl.No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 50
3.	Date of communication of Rejection of Bids	XX + 65
4.	Date of Receipt of context, if any, from Bidders	XX + 70
5.	Opening of Financial Bid	XX + 80
6.	Notification of Award	XX + 90

CHAPTER - 1

INSTRUCTIONS TO BIDDERS

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Introduction

1.1. Eligible Bidders

1.1.1 This Invitation for Bids

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

1.1.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:
(a) In case of proprietary MSE, proprietor(s) shall be SC/ST.

(b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.

(c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

1.1.4 MSEs owned by women shall also be determined as per the above analogy/criteria.

1.1.5 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.

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

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

1.2 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 Code of Integrity

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

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

i) "corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

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

1.3.3 Obligations for Proactive disclosures

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

1.3.4 Punitive Provisions

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

- i) **If his bids are under consideration in any procurement:**
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) **If a contract has already been awarded**
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;

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

B. The Bidding Documents

1.4 Cost of Tender Documents

- 1.4.1 The bidding documents can be downloaded from our Website www.neeri.res.in as indicated in the Invitation for Bids/NIT free of cost .

1.5 Content of Bidding Documents

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

Chapter 1:	Instructions to Bidder (ITB)
Chapter 2:	General Conditions of Contract (GCC) and Special Condition of Contract (SCC)
Chapter 3:	Schedule of Requirements
Chapter 4:	Specifications and Allied Technical Details
Chapter 5:	Price Schedule Forms
Chapter 6:	Qualification requirements
Chapter 7:	Contract Form
Chapter 8:	Other Standard Forms comprising:
	(1) Bidder Information Form
	(2) Manufacturer's Authorization Form (MAF);
	(3) Bid Security Form
	(4) Bid Securing declaration
	(5) Performance Statement form
	(6) Technical Specification Compliance Cum Deviation Statement Form;
	(7) Service Support details;
	(8) Bid form
	(9) Performance Security Form;
	(10) Acceptance Certificate Form
	(11) Integrity pact
	(12) Format for declaration by the bidder for code of integrity and Conflict of interest.
	(13) Affidavit of self certification regarding minimum local content

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

1.6 Clarification of Tender Documents

- 1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by

the date specified in Tender Documents. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference if any. Should the Purchaser deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids.

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser www.neeri.res.in as corrigendum of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.

1.7 Amendment of Tender Documents

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Purchaser

C. PREPARATION OF BIDS

1.8. Language of Bid

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

1.8.2 The 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. Purchase Preference Policies

1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements. Bidders desirous of submitting their bids in accordance with the Make in India Policy of GOI must submit an Affidavit of self Certification regarding minimum local content as per the format enclosed with the bidding document.

1.9.2 For the above purpose, 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 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order and 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 percent.

1.10. Documents Comprising the Bid

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

A. Technical bid

- (a) Bidder Information Form;
- (b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- (c) Bid security as specified in the Invitation to Bids;
- (d) Service support details form;
- (e) Technical Specification Compliance Cum Deviation Statement Form;
- (f) Performance Statement Form;

- (g) Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent;
 - (h) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (i) Integrity Pact, if required;
 - (j) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.) .
 - (k) Schedule of requirements as per chapter 3
 - (l) Qualification Requirement as per chapter 6
 - (m) Self certification regarding minimum local content as per the format (if applicable.)
 - (n) Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not. (If applicable)
- (o) Check list for OEM/Supplier/Authorised Indian Agent to be submitted alongwith Technical Bid

B Price bid

- (p) Bid form;
- (q) Applicable Price Schedule Form;

1.11. Bid form and price schedule

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

1.12. Bid Prices

1.12.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods / Services it proposes to supply under the contract.

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

(a) For Goods manufactured within India – NOT APPLICABLE

- (i) The price of the goods / Services quoted Ex-works including taxes already paid.
- (ii) GST and other taxes, if any 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) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

(b) For Goods manufactured abroad- NOT APPLICABLE

- (i) The price of the goods, quoted on FCA (International Air Port) or (named port of shipment), as specified in the price schedule form.
- (ii) The charges for insurance and transportation of the goods to the port / place of destination both by Air.
- (iii) The agency commission charges, if any.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

1.12.3 The terms FCA, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

1.12.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

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

1.12.6 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.

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

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

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

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

1.13. Bid Currencies

1.13.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries i.e. domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; cost of imported goods & services rendered in India, which are directly imported against the contract, may be quoted in foreign currency (currencies).

1.14. Documents Establishing Bidder's Eligibility and qualifications

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

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

- (a) The bidder meets the qualification criteria listed in bidding documents if any.
- (b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.
- (c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.14.3 Conditional tenders shall not be accepted.

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

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

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

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

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

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

1.16. Bid Security

1.16.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

The copy of Bank Guarantee details / Demand draft should be uploaded on the e-procurement portal and the physical instrument should be available at the time of tender opening. Details of UTR No. in case of RTGS/NEFT payment should be uploaded on e-procurement portal and the remarks column should indicate Tender No. while remitting the amount.

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

1.16.3 The bid security shall be in Indian Rupees for offers received for supply 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 issued/confirmed by a Scheduled Commercial Bank 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 Scheduled commercial bank in India; or
- (b) A
Banker's cheque or demand draft in favour of the Director, CSIR-NEERI, NAGPUR 440020 issued by any Scheduled commercial bank in India.
- (c) RTG
S / NEFT in favour of Director, CSIR-NEERI, NAGPUR
- (d) Bid
Securing Declaration

1.16.4 The bid security shall be payable promptly upon written demand by the purchaser in case the

conditions listed in the ITB clause 1.16.9 are invoked.

1.16.5 The bid security should be submitted in its original form. Copies shall not be accepted.

1.16.6 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.

1.16.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.

1.16.8 Bidders that are currently registered with the purchaser, or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details. Except for MSEs, this exemption is valid for the trade group and monetary value of registration only. The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. Further firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSEs under the Public Procurement Policies for MSEs and can get registered with any of the following agencies:

- a) District Industries Centre
- b) Khadi and Village Industries Commission
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation
- f) Directorate of Handicraft and handloom and
- g) Any other body specified by the Ministry of MSME

1.16.9 Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

1.16.10 The bid security may be forfeited:

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

1.16.11 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.

1.17. Period of Validity of Bids

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

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

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

1.18. Format and Signing of BID

1.18.1 The bids may be submitted in single bid or in two parts as specified in the Invitation for Bids / NIT.

1.18.2 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 initialed by the person or persons signing the bid detailing his/her name and contact details.

- 1.18.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

D. Submission and sealing of Bids

1.19. Submission, Sealing and Marking of Bids

- 1.19.1 The bidder should submit their bids before due date and time of submission mentioned in this tender enquiry.

1.20. Deadline for Submission of Bids

- 1.20.1 Bids must be reached before the due date and time.

- 1.20.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Such amendments would appear as a corrigendum on www.neeri.res.in under Tender column.

1.21. Late Bids

- 1.21.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

- 1.21.2 Such tenders shall be marked as late and not considered for further evaluation.

1.22. Withdrawal, substitution and Modification of Bids.

- 1.22.1 It would be governed by the Standard Operating Procedure of

E. Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser

- 1.23.1 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 two-part bidding, the financial bid shall be opened only after technical evaluation.

- 1.23.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.24. Confidentiality

- 1.24.1 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.

- 1.24.2 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.

1.25. Clarification of Bids

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

1.26. Preliminary Examination

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

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

(a) Bid Form and Price Schedule, in accordance with ITB Clause 1.10;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- (i) The Bid is 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 or has not furnished the bid 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.

1.27 Bidder's right to question rejection.

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

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

or too specific so as to limit competition may be permissible.

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

1.28 Responsiveness of Bids

- 1.28.1 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.

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

- 1.28.3 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.

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

1.29 Non-Conformity, Error and Omission

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

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

- 1.29.3 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.

- 1.29.4 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.

1.30 Examination of Terms & Conditions, Technical Evaluation

- 1.30.1 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.
- 1.30.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.15, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 1.30.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.28, it shall reject the Bid.

1.31 Conversion to Single Currency

- 1.31.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two-part bidding) For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

1.32 Evaluation and comparison of bids

- 1.32.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.32.2 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.
- 1.32.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

For goods manufactured in India

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

For goods manufactured abroad

- (i) The price of the goods, quoted on FCA (International Airport), as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

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

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

The bidder should give a clear cut breakup of EXW, FCA, CIP prices to facilitate proper comparison with the purchaser reserving the right to order on either basis, failing which the bid would be summarily ignored.

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

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

In Case of Preference to Make in India Order 2017 -

(Applicable only if it is mentioned in the SCC Special conditions of Contract)

- (a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only, as per para 06 of the invitation to bid/NIT.
- (b) If the tendered items are divisible in nature, then the following procedure of evaluation shall be followed:
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - (ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price which should fall within the margin of purchase preference of 20%. The contract for that quantity shall be awarded to such local supplier, who matches the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. The contract shall be awarded accordingly. In case some quantity is still left uncovered on the part of local suppliers, the balance quantity may also be ordered to the L1 bidder.
- (c) If the tendered item is not divisible, the following procedure of evaluation shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price, subject to local supplier's quoted price falling within the margin of purchase preference of 20%. Accordingly, the contract shall be awarded to the local supplier matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price. This may be repeated until all the local suppliers are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.

(D) As per Govt. of India procurement policies,

- i). The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is in the range of more than Rs 5.00 lakhs and up to Rs. 50.00 lakhs.

*"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 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.

'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 percent.

In case of MSE -

- 1.32.6 In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price

band.

- 1.32.7 Within this 25% (Twenty five Percent) quantity, a purchase preference of 20 (twenty) per cent out of 25 (twenty-five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.
- 1.32.8 In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.
- 1.32.09 There is no provision to purchase optional items. The specifications embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.
- 1.32.10 This policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.
- 1.32.11 The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

1.33 Contacting the Purchaser

- 1.33.1 Subject to ITB Clause 1.25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.33.2 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.

1.34 Post qualification

- 1.34.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.14.
- 1.34.2 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.
- 1.34.3 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

1.35 Negotiations

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

1.36 Award Criteria

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

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

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

1.38 Option Clause

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

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

- 1.39.1 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.

1.40 Notification of Award

- 1.40.1 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.
- 1.40.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.40.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.41 Signing of Contract

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

1.42 Order Acceptance

- 1.42.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB.
- 1.42.2 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.43 Performance Security

- 1.43.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid for 60 days period.
- 1.43.2 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.
- 1.43.3 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.
- 1.43.4 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.

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

- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents. Or
- (b) A Banker's cheque or Account Payee demand draft in favour of the Director CSIR-NEERI, NAGPUR 440020 Or,
- (c) A Fixed Deposit Receipt pledged in favour of the Director CSIR-NEERI, NAGPUR 440020. Or,
- (d) RTGS /NEFT in favour of Director CSIR-NEERI, NAGPUR 440020.

1.43.6 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.

1.43.7 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.

1.43.8 The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

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

1.44.0 Pre-bid Conference (PBC) – Not Applicable

1.44.1 A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries at e-mail :- pmpddivision@neeri.res.in , so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser and on the website of the purchaser www.neeri.res.in . Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

1.45 Integrity Pact – Not Applicable

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

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

preliminary qualification. The essential ingredients of the Pact include:

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

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

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

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

1.45.6 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

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

CHAPTER 2
CONDITIONS OF CONTRACT
A 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 there from, 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 in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means 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" means 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" 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.
- (l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
- (m) The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (n) "The final destination," where applicable, means 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 whole.

2.3 Code of Integrity

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

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

2.4 Joint Venture, Consortium or Association

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

2.5 Scope of Supply

2.5.1 The Goods / 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 Complete Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery for Goods and Completion for Services / work 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 / the Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.8 Copy Right

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

2.9 Application

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

2.10 Standards

2.10.1 The Goods supplied / 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 proceedings or claim.

2.13 Performance Security

2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC,

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 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) Account Payee demand draft in favour of the Director CSIR-NEERI, NAGPUR 440020

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

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

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

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

2.14 Inspections and Tests

2.14.1 The inspections & test, training required would be as detailed in Chapter-4 of 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 SCC and in any subsequent instructions ordered by the Purchaser.

2.16 Delivery and 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 SCC.

2.16.2 The terms FCA, CIP, etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

2.16.3 The mode of transportation shall be as specified in SCC. 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 in the Airport of dispatch, then the bidder is free to engage the services of any other Airlines.

2.17 Insurance, for Goods

2.17.1 Should the purchaser elect to buy on CIP basis, the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

2.17.3 Where delivery is on FCA basis, insurance would be the responsibility of the purchaser.

2.17.4 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 , for Goods

2.18.1 Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.2 Where the Supplier is required under the Contract to deliver the Goods CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

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 – Not Applicable

- 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 Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, 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 on free of cost basis to the purchaser. If the warranty replacement are to be imported, it should be supplied on DDP basis.

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. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.
- 2.22.4 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:
 - (a) Increase or decrease in the quantity required, exercise of quantity opinion clause;
 - (b) Changes in 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 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.

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 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 SCC of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 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.

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 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 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 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, 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:

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. All such cases shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for final decision.

- (a) 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 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

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 : Nagpur (MS), India

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 IT, TDS on GST etc.) wherever applicable.

2.36.5 GST - If is within India this institute is eligible for concessional GST as per Notification No. 45/2017 and 47/2017 dt. 14.11.2017 issued by Ministry of Finance. **Customs Duty** - If the supply is from abroad this Institute is permitted to import goods as per notification No.51/96 - Customs and pay a concessional duty up to 5% as per notification 24/2002 - Customs on all imports.

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 230 volts - Single phase/ 415 V 3 phase (+_ 10%)
- (b) Frequency 50 Hz.

2.39 Site preparation and 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.

2.40 Import and Export Licenses

- 2.40.1 If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.
- 2.40.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.

2.41 Risk Purchase Clause

- 2.41.1 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.

2.42 Option Clause

- 2.42.1 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)

2.43 Integrity Pact

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

2.44 Order Acceptance

- 2.44.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB.

2.45 Purchase Preference

- 2.45.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements. Bidders desirous of submitting their bids in accordance with the Make in India Policy of GOI must submit an Affidavit of self Certification regarding minimum local content as per the format enclosed with the bidding document.

B SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract (SCC)

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

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(m)	The Purchaser is: The Director, CSIR- NEERI, Nehru Marg, Nagpur-440020, Tel :0712-0712-2249881, 2249758, E-mail: pmpddivision@neeri.res.in
2	GCC 2.1.1(n)	The Final Destination is: <i>As per Schedule of requirement</i>
3	GCC 2.13.1	The amount of the Performance Security shall be 03 % of the contract value.
4	GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <p>(a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.</p> <p>(b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.</p> <p>(c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.</p> <p>(d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.</p>
5	GCC 2.16.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are :</p> <p><u>For goods manufactured within India – Not applicable</u></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email.</p> <p>(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p> <p>(d) Insurance certificate, if required under the contract;</p> <p>(e) Consignment note;</p> <p>(f) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by purchaser's inspector, if any; and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <p>01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract . The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><u>For goods manufactured abroad –Not applicable</u></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.</p> <p>(a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;</p>

		<p>(b) Packing list;</p> <p>(c) Certificate of country of origin issued by supplier;</p> <p>(d) Manufacturer's guarantee and Inspection certificate;</p> <p>(e) Inspection certificate issued by the Purchaser's Inspector, if any;</p> <p>(f) Insurance Certificate, if required under the contract;</p> <p>(g) Name of the Vessel/Carrier;</p> <p>(h) Bill of Lading/Airway Bill;</p> <p>(i) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <p>01. The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
6	GCC 2.16.3	<p>In case of supplies from within India, the mode of transportation shall be by Road.</p> <p>In case of supplies from abroad, the mode of transportation shall be by Air.</p>
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
8	GCC 2.21.3	The period of validity of the Warranty shall be As per Schedule of Requirement from the date of installation and acceptance.
9	GCC 2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><u>Payment for Goods supplied from abroad: -NOT APPLICABLE</u></p> <p>Payment of foreign currency portion shall be made in currency of the Contract in the following manner:</p> <p>(a) 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.</p> <p>(b) 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, if any.</p>
	GCC 2.22.1	<p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FCA value.</p> <p><u>Payment for Goods and Services supplied from India: FOR INR QUOTE</u></p> <p>The payment shall be made in Indian Rupees, as follows:</p>

		<p>(On shipment and on Acceptance: 100% Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC and on installation of complete supplied Items and acceptance certificate issued by the purchaser subject to submission of performance security, Contract Agreement, - if any.</p> <p>Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc. GST- TDS), wherever applicable.</p>
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
	GCC 2.27.1	The maximum amount of penalty shall be 10% shall be levied on the delivered price of the delayed Goods or unperformed Services or Contract Value as applicable.
11	GCC 2.34.1	The place of jurisdiction is NAGPUR, (MS), INDIA
	GCC 2.35.1	For notices, the Purchaser's address is Attention : The Director, Location : CSIR-NEERI, Nehru Marg, Nagpur-440020 Telephone No.: 0712-0712-2249881, 2249758 Email address: pmpddivision@neeri.res.in
14		The integrity pact is to be/not to be signed. Not Applicable
15	GCC 2.43.2	<i>The name and contact details of the IEMs are as under:</i> Not Applicable

CHAPTER 3

Schedule of Requirements

1	Brief Description of Goods & Services	Topographical & Drone Survey, Geotechnical Studies, Landfill Gas Potential Assessment of Dumpsite and Design, Drawing and Cost Estimate (Detailed technical specification or scope of works as per Chapter 4)
2	Period required for completion of S&T Work as per scope of work	09 Months
3.	Performance Security	3 % of Total Order value, valid for 12 months Bidder has to furnish a PBG issued by Nationalised / Scheduled Banks in India)
4.	Final Destination for work	Deonar Dumpsite in Mumbai
5.	<u>Payment Term.:- 100% Payment shall be made after completion of entire work, submission of report & after submission of invoice by the supplier and duly certified by NEERI user & against submission of applicable PBG.</u>	

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for
Signature of the Indentor
16/2/23

(Dr. Bhole Ram Yadav)

Signature of Head, BDPMD

Signature of Head, BDPMD

Chapter 4

SCOPE OF WORK

The scope of work given in Annexure-A as follows;

Annexure - A

Sr No	Activity	Description of the work
1	Topographical & Drone Survey	<ul style="list-style-type: none">• Development of contour map of the entire area of Deonar dumping ground (136 Hectares)• Survey of entire Deonar dump site particularly on the N, NE and NW sides for delineating the area.• Regular aerial monitoring of dump site specially during monsoon in order to avoid any failures on the sides facing the creek.• Development of Digital Elevation Model (DEM) using drone survey
2	Geotechnical Study	<ul style="list-style-type: none">• Determination of engineering properties of waste such as optimum moisture content, shear strength, rate of settlement, and dynamic properties of waste.• Geo physical studies like MASW Multiscale analysis of surface waves for determination of dynamic stability of waste dump
3	Landfill Gas Potential of Dumpsite	<ul style="list-style-type: none">• Gas generation potential of existing dumped waste at various points and depths using grids (5 Nos. and at 10, 20, 30, 40- and 50-meter depth)• Determination of gas migration and leakages using gas pump test for designing of the passive gas venting system.• System hydraulic monitoring and assessment study (Assessment of Leachate and Storm water generation at site & design of leachate and storm water collection system)
4	Design, Drawing and Cost Estimate	<ul style="list-style-type: none">• Design and drawing of the technological components for closure plan and estimation of bill of quantities and tender document preparation.

ELIBILITY CRITERIA FOR CONSULTANT:

- The consulting organization may be a company/firm with comprehensive knowledge of various technical and managerial aspects for Municipal Solid Waste with respect to scientific sanitary landfill design, leachate collection system, gas collection system, closure and post closure monitoring, mining and remediation.
- Non-Profit organizations, registered under section 25 of the Companies Act, 1956.
- Companies registered under Companies Act 1956 - Private and Public Limited Companies.
- Registered Entities such as Firms, Societies, NGOs, well organized Community Based Organizations, and Resident Welfare Associations, with considerable hands-on field experience of handling waste management, sanitation activities in municipal bodies, large cities and industrial townships.
- The above entities can also form Joint Venture (JV) and Consortium arrangements among themselves. These JV / Consortium partners are required to have proven track record of having executed waste management contracts as whole and entire deliverable including deployment of vehicles, machinery, materials, engagement of workforce and operations and maintenance of the entire service package.
- The Bidder can be a Single entity or a Joint Venture (JV) or Consortium of not more than two members. The Bidder should submit a Consortium Agreement in and also a Power of Attorney authorizing the lead member as signatory of the Bid.
- All the members of the JV or Consortium shall be jointly and severally responsible and be held liable for the work under the Contract. The JV / Consortium has to appoint a lead member to receive instructions for and on behalf of all members of the Consortium and Letter of Award (LOA) will be placed on the whole entity represented by the lead member of the Consortium.
- Those agencies or entities blacklisted by any department / unit of Government of India or State Governments or Union Territories for any of the reasons of committing serious misconducts or have been charged with committing criminal action(s), or dissatisfaction with the performance of the bidder, or violation of any terms and conditions of the Agreement are **not** eligible to participate in this Tender.

QUALIFICATION CRITERIA FOR CONSULTANTS:

- The applicant must have at least five years of experience in Municipal solid waste related projects. The applicant must have undertaken or must currently be undertaking project management consultancy services- (Attachment of the list of projects executed to be provided by the applicant).
- The applicant must have over the last five years undertaken or must currently be undertaking engineering consultancy services with respect to Municipal Solid Waste Management and should have executed least 1 municipality/ municipal corporation projects in India. The applicant must attach copies of work orders/agreements/certificates.
- The applicant must have experience in designing, collection and analysis of data, techno-economic analysis, field work and execution and preparation of detailed project report for at least two Municipalities / Municipal Corporations in India. The applicant must attach copies of work orders/agreements/certificates.
- The applicant or their Associates must have over the five years undertaken or must currently be undertaking engineering Consultancy Services for at least **One Project** for Scientific closure of old dump site for any Solid Waste Management facility.
- The applicant must have over the last ten years undertaken or must currently be undertaking transaction advisory services for at least one project of eligible assignments- kindly provide separate and detailed information on this (including the list of projects)
- The Bidder (Single Entity or JV or Consortium as a whole) must satisfy the following minimum Qualification Criteria. Only those Bids which become eligible at this Bid Qualification Stage will be taken up for Technical and Financial evaluation.

Table-1: Qualification Criteria and Documentation		
S No.	Criteria	Documents to be submitted
	Qualification criteria	
1	<p>The Bidder may be a Company registered under section 25 of the Companies Act, 1956</p> <p>Or</p> <p>The Bidder may be a registered Company in India as per Indian Companies Act, 1956/2013;</p> <p>Or</p> <p>Registered entities such as Firms, Societies, NGOs, well organized Community Based Organizations, and Resident Welfare Associations or the CSR arm of any Corporate, Private or Public Sector companies</p>	<p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p> <p>In case of a JV/Consortium, legally valid agreement between the JV / Consortium members to be provided along with the Power of Attorney authorizing the lead member to submit the Bid as specified in the Forms.</p>
2	The Bidder (Single Entity / JV / Consortium as a whole) should be having an average annual turn-over of minimum Rs. 3 Crore per year.	Copies of the last three financial years' (as the case may be) audited balance sheets should be submitted along with Auditor's Certificate and Income Tax and Sales Tax Clearance Certificates
3	The Bidder (Single Entity / JV / Consortium as a whole) should have positive annual net worth of Rs. 6 Cr.	Auditor's Certificate.
4	<p>Experience Criteria</p> <p>Handling of Residential / municipal solid waste in at least 1 (one) Project anywhere in India, either by the Bidder or JV/Consortium partner</p> <p>Handling of Substantial Projects as indicated in the Section 'Eligible Service Providers' as given above.</p>	<p>Copies of work orders should be enclosed along with the Certificates issued by Government Organizations / Boards or Corporations for operation and maintenance.</p> <p>Should also submit Letter(s) from the concerned agency/ PSU/ Govt., where the works have been done, confirming that the services provided are satisfactorily.</p>
5	Certificates/Registrations of the Bidder	<p>1. EPF Registration Certificate;</p> <p>2. ESI Registration Certificate; and</p> <p>3. VAT Registration Certificate.</p>

- Along with the documents as detailed above, the Bidder shall also have to submit the Work Plan and Methodology for carrying out the operations, as per the Project requirements and also adhering to the terms & conditions as detailed in the Service Agreement.
- Even though the Bidders meet the above qualifying criteria, they are subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or record of defaults such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Estimated duration required for completion of the work and submission of reports / results – 09 Months

Acceptance for the above points submitted / Agreed by bidder with seal & sign on page.

Agreed & Submitted: - _____

Essential Terms & Conditions for outsourcing of Scientific & Technical Services

1. This outsourcing of S&T service provided to CSIR-NEERI by the S&T Service Provider Agency / Consultant shall not be on partnership or shall not be contracted as any partnership for any R&D activities / event of CSIR-NEERI.
2. The beneficiary of the report and its result generated / paper published out of these S&T service shall be CSIR-NEERI only.
3. Relevant law prevailing in India for S&T services shall be applicable and irrevocable on the S&T Service Provider Agency / Consultant.
4. S&T Service Provider shall be wholly responsible for any loss / damage of equipment or instruments provided by CSIR-NEERI for monitoring and shall be recovered from Service Provider. Moreover S & T Service Provider shall also be responsible for field unit / collection of samples from the field and report must be submitted within stipulated time frame.

5. S&T Service Provider Agency / Consultant should furnish an understanding that the ordered S&T services shall be provided / completed within stipulated period from the date of receipt of S&T order.
6. S&T Service Provider Agency / Consultant shall use optimum endeavours to carry out services with reasonable risk, responsibility, skill and care. Any injury, risk, loss, damage to the persons engaged by the service providers shall be responsibility of the service provider only.
7. S&T Service Provider Agency / Consultant shall be held responsible for delay in field survey and data as well as submission of ordered report / results to CSIR-NEERI.
8. Report / Data/ results should be provided to CSIR-NEERI in hard copy as well as in accessible electronic medium duly authenticated.
9. S&T Service Provider Agency / Consultant should not infringe or breach any law prevailing in India and shall be liable for fraud or illegal activities if found in disclosing or publishing analysis, result/ or data to other sources.
10. Intellectual Property Rights for sample survey or report generation / submission / publication shall of CSIR-NEERI only.
11. S&T Service Provider Agency / Consultant shall not ask in any case for escalation or increase in the rates quoted during contract period. No extra amount other than quoted in the price bid shall be paid by CSIR-NEERI to S & T Service Provider.
12. CSIR-NEERI will have all copyrights, designs, patent right for publication of report in all cases.
13. S&T Service Provider Agency / Consultant should keep all samples, analysis, data and report confidential and should not disclose to any third / outside party.
14. Payment shall be made after completion of S&T work as per CSIR-NEERI requirement as per Chapter 3, return of equipment / instruments if any provided by CSIR-NEERI in working condition and invoice which shall be duly certified by Project Leader of CSIR-NEERI.
15. For Non-completion of work within given time by the CSIR-NEERI Project Leader, an extension of the delivery period may be granted upon written request from Service Provider, however subject to imposition of penalty clause. CSIR-NEERI shall not make any payment for the additional period required for completion of task.
16. IT/TDS will be deducted as per applicable rates.
17. The Service Provider must have GST Registration

18. This contract shall be terminated at any time without assigning any reason by giving one month notice.
19. Delay in completion of work and or submission of report / result within stipulated period shall attract penalty of 0.5% per week or part of a week up to max 10% of the contract value.

Criteria or Grounds for Summarily Rejection of offers

1. Bid submitted is not valid for minimum period of 90 days from the date of opening of technical bid.
2. Late submission of bid.
3. Any conditional clause in S & T Service Provider Bid which is not as per NEERI tender.
4. Quoted S&T Services are not as per NEERI tender and there is material deviation and or are sub-standard.
5. Bid is unsigned.
6. Bidder is not eligible.
7. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

Points on which clarifications from suppliers can be sought

1. Ambiguity in quoted technical specification and which do not constitute material deviation.
2. Ambiguity in commercial terms including payment terms. Necessary information/ documentation to rectify non-material non-conformities or omission in the bid related to Documentation requirement but non-related to any aspect of the price of the bids.
3. Non-submission of sufficient supporting Technical Literature / data.
4. Bid validity extension beyond 90 days, in case it is required by the institute.
5. Non-submission of any or all requisite formats as per tender.
6. Non-acceptance to payment terms mentioned in Tender Document.

CHAPTER 5
PRICE SCHEDULE FORM

1	2	3	4	5
Sl. No.	Details of Services*	Basic Rate Rs. (Inclusive of all other charges)	GST % extra as	Total price in INR including GST & all other charges
1.	Topographical & Drone Survey, Geotechnical Studies, Landfill Gas Potential Assessment of Dumpsite and Design, Drawing and Cost Estimate			
			Grant Total of All S&T activities i/c GST	

* Detailed scope of work is mentioned in Annexure A.

Certified that Total Bid price (Final Landing Cost) in column no. 5 is inclusive of GST & all other charges in Rupees _____ in words _____ only.

Price Certificate

“Certified that rates quoted are not higher than the rates quoted for the same / similar work/ audit charged to any other govt. organization / PSUs / CSIR Labs/ or any other organization”.

Signature and seal of Bidder on page

Notes:

- a. Statutory Deductions like TDS /IT etc., shall be deducted by the Institute as per statutory rates and norms wherever applicable.**
- b. Payment shall be made 100% on bill basis 1) after completion of services / work 2) submission of report & Invoice duly certified by end user 3) submission of Performance Security. –**
Payment Term Accepted

Signature and seal of Bidder on page

CHAPTER 6

QUALIFICATION REQUIREMENTS

(As per Chapter 4)

Agreed & Submitted with Seal & Sign on page :- _____

CHAPTER 7- Contract Form - NOT APPLICABLE

Contract No. _____ Date: _____

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

BETWEEN

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier's Bid and original Price Schedules

- (f) The Purchaser's Notification of Award
(g) [Add here any other document(s)]

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

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

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

in the presence of [insert identification of official witness]

CHAPTER 8

Other Standard Forms (To be enclosed as indicated below)

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Note : Please refer clause 1.10.1 of the bidding documents for other documents to be attached with the bids/offers.

Bidder Information Form

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

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

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

Page 1 of _____ pages

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

Signature of Bidder _____
 Name _____
 Business Address _____

MANUFACTURERS' AUTHORIZATION FORM – Not Applicable

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

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

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

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

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

BID SECURITY FORM

Whereas _____ (hereinafter called the tenderer") has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender") against the purchaser's tender enquiry No. _____

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, Name & Address of the Issuing Branch of the Bank

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

Bid-Securing Declaration Form

Date: _____
 Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity (Minimum 90 days) specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

Duly authorized to sign the bid for and 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)

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 delivery 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/C onsignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Technical Specification Compliance cum Deviation Statement Form

Sr. No.	CSIR-NEERI, Technical Specifications	Vendor Quoted Specification	In case of Compliance, supporting printed technical literature mentioning page no. Column & line has also to be highlighted	Deviations to CSIR-NEERI specifications if any,	Reasons for deviations	Special Remarks, if any,
1.	2.	3.	4.	5.	6.	7.
2.						
3.						
4.						
5.						

Technical compliance against CSIR-NEERI Tender No. _____

Place:

Date:

Signature and seal of the
Manufacturer/Bidder on this page

NOTE:

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

SERVICE SUPPORT FORM

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

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

Place :

Date :

Bid Form

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[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]*

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]*

PERFORMANCE SECURITY FORM-
(To be submitted with Order Acceptance)

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 Issuing Branch of the Bank

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

ACCEPTANCE CERTIFICATE FORM

No. _____

Dated: _____

M/s. _____

Sub: Certificate of commissioning of equipment / beginning of service

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 Lab./Instts. _____
- (e) Actual date of receipt of consignment by the Lab./Instts. _____
- (f) Scheduled date for completion of installation/commissioning _____
- (g) Training Starting Date _____
- (h) Training Completion Date _____
- (i) Names of People Trained _____
- (j) Actual date of completion of installation/commissioning _____
- (k) Penalty/LD for late delivery (at Lab./Instts. level) ₹ _____
- (l) Penalty /LD for late installation (at Lab./Instts. Level) ₹ _____

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

Sl. No.	Description	Amount to be recovered

02. The acceptance test has been done to our entire satisfaction. The supplier/service provider has fulfilled his contractual obligations satisfactorily

or

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

- (a)
- (b)
- (c)
- (d)

The amount of recovery on account of failure of the supplier / service provider to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier / Service Provider

Signature

Name

Designation

Name of the firm.....

Date

For Purchaser

Signature.....

Name.....

Designation.....

Name of the Lab/Instt.....

Date.....

Format of Integrity PactINTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) is a Society registered under the Societies Registration Act, 1860 represented by NEERI, Nagpur hereinafter referred to as "The Principal".

Andherein referred to as "The Bidder/ Contractor."

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or

understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex -"B".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

Section 6 – Equal treatment of all Bidders / Contractors / Sub-contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

- (1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)
Place.....
Date.....

(For & On behalf of Bidder/Contractor)
(Office Seal)
Place.....
Date.....

Witness 1:(Name & Address): _____
Witness 2:(Name & Address): _____

Format for declaration by the Bidder for 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 1.3.0 of ITB of your Tender document and have no conflict of interest as mentioned under Para 1.3.0 of ITB of Tender.

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

**Format for Affidavit of Self Certification regarding Local Content in a R & D
Equipment to be provided on Rs.100/- Stamp Paper**

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 15th June, 2017.

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

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-E.E.-II dated 15.06.2017.

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

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. R &D Equipment for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the R &D Equipment
- xii. 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.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of

(Name of firm/entity)

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

LAND BORDER DECLARATION UNDERTAKING

Certificate regarding Restrictions on procurement, from a bidder of a country which shares a land border with India

(As per GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020, any bidder from a country which shares a land border with India will be eligible to bid in the procurement only if the bidder is registered with the Competent authority specified in Annexure I of the Order)

Date: _____

I/We/M/s. _____ do hereby solemnly affirm and declare as under:

1. That I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India issued vide GOI Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020.

2. I do hereby certify that ,I/we (name and address of the bidder _____) is not sharing a land border with India.

OR

3. I do hereby certify that I/we ((name and address of the firm _____) is sharing a land border with India and is registered with the Competent Authority as specified in Annexure I of the GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) issued vide F No.6/18/2019/PPD dated 23rd July 2020. and fulfils all requirements in this regard and is eligible to be considered for this procurement. The valid registration certificate issued by the Competent Authority is attached.

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)

Instructions for Bidders for Land Border sharing:

Clauses As per GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020 for the Bidders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 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 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 country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. 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 person, 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 majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting agreements.;
2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together , or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profit of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
 4. 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.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or in ownership.

V. An Agent is a person employed to do any for another, or to represent another in dealing with third person.

Check list for Service Provider/OEM/Supplier/Authorised Indian Agent to be submitted alongwith Technical Bid

- Note:** 1. Service Provider / Indian Agent / OEM should go through the entire Tender Document enclosed with the Technical Bid for compliance
 2. Enclose Separate Annexures wherever asked for and number them serially.
 3. Acceptance of every clause/condition is must for the bidder to qualify in the evaluation process.

1.	EMD / Bid Security	DD/BG No. _____ valid for minimum 90 days.
2.	Is the firm registered as MSE with CSIR Labs / Institutes, exempted from payment of bid security for the item / equipment manufactured and service provided by them.	Yes / No If yes, please specify the name of Department and validity of such exemption order. Certified copy of valid registration may be enclosed.
3.	Performance Security	3% of total ordered value to be submitted within 21 days from receipt of Work Order valid for 12 months . Performance Security shall be submitted by M/s _____ - Agreed
4.	Penalty clause for late delivery (including free items) and delay in installation of equipment / beginning of providing service	0.5% per week - Agreed
5.	Compliance to Pre-qualification/ Eligibility criteria	Enclosed as Annexure _____
6.	Documents to be enclosed with Technical Bid	1. Bidder Information Form - Annexure _____ 2. Bid Security Form – Annexure _____ 3. Service support details – Annexure _____ 4. Compliance Cum Deviation Statement form - Annexure _____ 5. Performance Statement form - Annexure _____ 6. Manufacturer / Service Provider Authorization Form -Not applicable 7. Declaration abiding by the Code of Integrity and no Conflict of Interest for public procurement / service procurement. 8. Schedule of Requirement (as per Chapter 3) – Annexure _____ 9. Qualification Requirement (As per Chapter 6) - Annexure _____ 10. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted (Pl. refer tender clause no. 1.14) enclosed as Annexure _____ 11. Documents establishing goods/services eligibility and conformity to bidding documents (Pl. refer tender clause no. 1.15) enclosed as Annexure _____ 12. Format for Affidavit of Self Certification regarding Local Content in a R&D equipment / service to be provided on Company letter head or Rs.100/- Stamp Paper _ (If applicable) Annex _____ 13. Land Border Declaration certificate. _____

		14. Tender Acceptance form Annexure _____
7.	Documents to be enclosed with Price / Financial Bid	1. Bid Form - enclosed as Annexure _____ 2. Applicable Price Schedule Form – enclosed as Annexure _____
8.	i) One Indian Agent cannot represent two different Principals in one tender. ii) One manufacturer can authorise only one agent/ dealer. There can be only one bid from either Principal manufacturer directly or through one agent on his behalf iii) If Manufacturer / Principal is participating in Tender then their authorized Agent's / distributor's / dealer's bid shall not be considered for further Tender evaluation and shall be rejected.	Agreed and complied with condition
9.	Validity of Bid	Minimum 90 days from the date of bid opening – Complied
10.	Period for completion of Services/ Work as per Tender Enquiry	09 Months from the date of acceptance of order- Accepted
11.	Schedule for completion of services	AS PER SCHEDULE OF REQUIREMENT - Agreed
12.	Agreeing for Payment	<u>For Indigenous Supplier</u> 100% on Bill basis after entire completion of work, submission of report & Invoice duly certified by end user and submission of Performance Security, if any. No part payment or any other mode of payment shall be accepted. - Agreed
13.	Performance Security, Penalty/LD, Qualifying Criteria, Scheduled for completion of work	: As per Tender - Agreed
14.	Custom Duty / GST	(a) Concessional rate Custom Duty Exemption Certificate will be provided by CSIR-NEERI to Indian Agent to confirm whether quoted item / service is duty applicable or duty free and indicate its product code / import code (i.e. HS Code or SAC Code) of the equipment / items / services as per customs tariff in technical Bid - Noted and Agreed (b) Concessional GST Exemption Certificate as per Govt. Notification No. 45/2017 and 47/2017, whichever is applicable, will be provided by CSIR-NEERI to supplier / service provider on the request of supplier / service provider, if needed - Noted and agreed
15.	Type of Bid: Two Bid System	Technical Bid and Check List is enclosed Price Bid is enclosed Technical Bid and Price Bid separately - Complied
16.	Agreed for payment of applicable stamp duty in case of award of contract	Agreed
17.	Agreed for submission of acceptance certificate form on completion of satisfactory installation / beginning of service duly signed by user and supplier's/service provider's	Agreed

	authorized representative.	
18.	Price certificate	"Certified that rates quoted are not higher than the rates quoted for the same / similar equipment / item / service charged to any other Govt. organization / PSUs / CSIR Labs". Enclosed at Annexure _____
19.	Item / equipment / service do not fall within the restrictive list contained in the EXIM Policy	Yes / No (Strike out which is not applicable)
20.	In case the item / service falls under the list of EXIM Policy, DGS&D enlistment certificate from Indian Agent should be submitted.	Yes / No / Not applicable (Strike out which is not applicable)
21.	Supplier / Indian Agent / service provider shall bear the taxes / duties / levies outside India.	Agreed
22.	Manufacturer Authorization Form (MAF) from manufacturer / service provider as per Tender Document Format enclosed as Annexure _____	
23.	Complete pre-requisites of equipment installation list / service to be provided list enclosed as Annexure _____ (if not submitted, no additional cost other than cost quoted for equipment / service shall be paid by CSIR-NEERI.	
24.	CERTIFICATE (to be typed on your letter head and signed)	
	<p>This is to Certify that ---</p> <p>All essential items / consumables have been included in FOR Price.</p> <p>No optional items have been included in the FOR Final Landing cost.</p> <p>Item quoted are non-hazardous and does not require any import license or any other License / permission from Government authorities e.g. AERB –</p> <p>Any rates are not quoted / indicated in Technical Bid</p> <p>All pages of e-bids initiated by the persons signing the bid: Sign all pages except un- printed literature.</p> <p>Bid is complete in all respect and documents / technical brouchers attached alongwith the respective e-bids.</p> <p>Successful bidder will submit ordered confirmation /acceptance within 15 days of receipt of W.O.</p> <p>Supplier : Should liaise follow his Principal, and ascertain arrival of consignment in CSIR-NEERI and present for opening and inspection of Consignment and installation of equipment: Any loss/demurrages sustained by CSIR-NEERI due to late/delay on the part of Indian Agent/Principals shall be to the A/c of Indian Agent/Principal.</p> <p>Tender Opening will be represented by : Bidder authorized representative should give Authorization letter while attending tender opening</p> <p>Bid is signed</p> <p>Bidder is eligible to quote and submit quotation</p> <p>Bid validity is minimum 90 days from date of bid opening</p> <p>Quoted for goods manufactured by manufacturer who has given required authority letter to quote (MAF)</p> <p>P.B.G. will be submitted</p> <p>Goods quoted are not sub-standard</p> <p>q) Quoted specifications meet tendered technical specification</p> <p>r) Quoted entire requirement as per tender schedule of requirement /Technical Specification</p> <p>Agreed to all essential condition(s) incorporated in tender enquiry</p> <p>Supply of spares for at least 10 years after warranty period shall be maintained,</p>	

	<p>Free replacement of defective parts shall be made (without any cost/exemption certificate) during warranty period – Not Applicable</p> <p>\</p>
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Date:

Signature of Service Provider / Indian Agent / OEM / Principal Supplier

Annexure –XVI

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender,

Tender Reference No: _____

Name of Tender/Work: _____

Dear sir,

1. I/we have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I / we herby certify that I / we have read the entire terms and conditions of the tender documents from Page no. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which from part of the contract agreement and I / we shall abide herby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also beer taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document (s)/ corrigendum(s) in its totality /entirety.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department /organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

Signature of the Bidder,
with Official Seal