CSIR-CLRI

WORLD'S LARGEST LEATHER RESEARCH INSTITUTE

No. Pur-11-1-2026-900 **Date: 03-11-2026**

GLOBAL TENDER DOCUMENT FOR E-PROCUREMENT OF SUPPLY, INSTALLATION AND COMMISSIONING OF UNIVERSAL TESTING MACHINE FOR LEATHER TESTING

Pre-Bid Conference Meeting	:	**12th November, 2026 at 02.30 p.m**
Venue	:	**ONLINE MODE (Through MS-Teams -** https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTNiNTAwMTMtZGYxNi00MDEzLWEyZGEtOWVmNDdlMzYyNTll%40thread.v2/0?context=%7b%22Tid%22%3a%22b867f20e-8a9c-4603-b5ab-39c3840dfb64%22%2c%22Oid%22%3a%22532fc5bc-3b84-49f4-a9eb-e57b5f660375%22%7d **) copy and paste as URL.**
Tender Closing Date	:	**07th December, 2026 upto 3.00 PM.**
Tender Opening Date	:	**08th December, 2026 upto 3.00 PM.**
Seeking Clarification Start Date	:	**03rd November, 2026 from 5.00 P.M**
Seeking Clarification End Date	:	**11th November, 2026 at 5.00 P.M**

Central Leather Research Institute (CLRI)
Sardar Patel Road, Adyar,
CHENNAI – 600 020
Tamilnadu, INDIA
Tel : 91 - 44 – 2443 7447, 24437193, 2443 7162
Email : spo.clri@csir.res.in

INVITATION FOR BIDS / NIT

01. Director, CSIR - Central Leather Research Institute, Adyar, Chennai - 600 020, INDIA, (CLRI) invites encrypted bids on www.etenders.gov.in from Original Equipment Manufacturers, Foreign Principals, Indian Agents of Foreign principals, Authorized distributors of Original Equipment manufacturer for procurement and installation of items listed below.

02. The tender is open for local suppliers in terms of **Make in India, Order No. P-45021/2/2017-PP (BE-II) dt 16th September, 2020 and as amended from time to time, Non-local suppliers (those not meeting the local content, Foreign OEM, Foreign principals or their authorized Indian agents). This is a Global Tender Enquiry.**

S.No	Tender No.	Description of items	Qty.	Single/ Double bid	Bid Security
01.	Pur-11-1-2026-900	Supply, installation and commissioning of Universal Testing Machine for Leather Testing	1 No.	Double Bid	Bid Securing Declaration

Interested Bidders may obtain further information from the office of the

Controller of Stores & Purchase
CSIR – Central Leather Research Institute
Sardar Patel Road, Chennai – 600 020
Tel: 044 – 2443 7447, 2443 7193
Email: spo.clri@csir.res.in

03. **A Pre-Bid Conference will be held at 02.30 p.m. on 12th November, 2026 through MS-Teams.** All prospective bidders are requested to kindly submit their queries, if any to the email id – spo.clri@csir.res.in on or before 11th November, 2026 at 5.00 p.m.

04. The Tender Document is available at www.etenders.gov.in and is downloadable free of cost. The Tender Document can also be seen at our website www.clri.org under the heading Tenders.

05. **All bids must be accompanied by a proof of bid security in favor of Director, CLRI as specified above. The EMD may be in the shape of ~~Bank Guarantee /~~ Bid Securing Declaration (Annexure – V) ~~/ electronically transfer in form of NEFT~~ and must be delivered to the above office prior to the due date and time for submission of the bid as indicated above.** EMD exemption is available for MSEs. Traders are outside the ambit of MSE policy.

06. As per Govt. of India procurement policies,

a. The tender is open for all suppliers whether Global or local. However, purchase preference is applicable for class 1 local suppliers in terms of Make in Order, 2017 with all subsequent amendments till date.

b. Purchase preference would also be applicable for MSE's in terms of MSMED Act. **However, traders are outside the ambit of MSE policy**.

07. **The above tender is non-divisible in nature.**

08. ~~**The Integrity Pact is available at Annexure – XV and the same needs to be filled up and signed to become eligible for participating in this tender.**~~

09. The Director, CLRI, Chennai, reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

Controller of Stores & Purchase
(For & On behalf of Council of Scientific & Industrial Research)

INDEX

Chapter	Contents	Page No.
1	Instructions to Bidders	**8-35**
2	General Conditions of Contract & Special Conditions of Contract	**36-59**
3	Schedule of Requirements	**60**
4	Specifications and Allied Technical Details	**61-79**
5	Price Schedule Forms	**80**
6	Contract Form	**81-82**
7	Other Forms to be Enclosed With Technical Bid	**83-105**

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	03/11/2026 12.00 PM
2.	Document Download Start Date & Time	03/11/2026 12.00 PM
3.	Last Date & Time for receipt of queries	11/11/2026 5.00 PM
4.	Pre-Bid Conference	12/11/2026 02.30 PM
5.	Bid Submission Start Date & Time	19/11/2026 4.00 PM
6.	Bid Submission End Date & Time	07/12/2026 3.00 PM
7.	Bid Opening Date & Time	08/12/2026 3.00 PM

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl. No.	Stage	Tentative Frame Time
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

Contents of Chapter – 1

	Content	Page No.
A.	**Introduction**	
1.1	Eligible Bidders	8-11
1.2	Cost of Bidding	11
1.3	Code of Integrity for Public Procurement	11-13
B.	**The Bidding Document**	
1.4	Cost of Tender Documents	13
1.5	Content of Tender Documents	13-14
1.6	Clarification of Bidding Documents	14
1.7	Amendment of Tender Documents	15
C.	**Preparation of Bids**	
1.8	Language of Bid	15
1.9	Purchase Preference Policies	15
1.10	Documents Comprising the Bid	16
1.11	Bid form and price schedule	17
1.12	Bid Prices	17-18
1.13	Bid Currencies	18
1.14	Documents Establishing Bidder's Eligibility and Qualifications	19
1.15	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	19-20
1.16	Bid Security	20-21
1.17	Period of Validity of Bids	21-22
1.18	Format and Signing of Bid	22
D.	**Submission and Sealing of Bids**	
1.19	Submission, Sealing and Marking of Bids	22
1.20	Deadline for Submission of Bids	22
1.21	Withdrawal, substitution and Modification of Bids	23

	Content	Page No.
E.	**Opening and Evaluation of Bids**	
1.22	Opening of Bids by the Purchaser	23
1.23	Confidentiality	23
1.24	Clarification of Bids	23
1.25	Preliminary Examination	23-24
1.26	Bidders right to question rejection	24-25
1.27	Responsiveness of Bids	25
1.28	Non-Conformity, Error and Omission	26
1.29	Examination of Terms & Conditions, Technical Evaluation	26-27
1.30	Conversion to Single Currency	27
1.31	Evaluation and Comparison of bids	27-30
1.32	Contacting the Purchaser	30
1.33	Post qualification	30
F.	**Award of Contract**	
1.34	Negotiations	30
1.35	Award Criteria	30
1.36	Purchaser's right to vary Quantities at Time of Award	31
1.37	Option Clause	31
1.38	Purchaser's right to accept any Bid and to reject any or all Bids	31
1.39	Notification of Award	31
1.40	Signing of Contract	31
1.41	Order Acceptance	32
1.42	Performance Security	32-33
1.43	Pre-bid Conference	33
1.44	Integrity Pact	34-35

A. INTRODUCTION

1.1. *Eligible Bidders*

1.1.1 This Invitation for Bids is open to Original Equipment Manufacturers, Foreign Principals and Indian Agents of Foreign principals, and Authorized distributors of Original Equipment manufacturer. *The offer(s) will not be entertained if the same distributor/dealer is representing more than one OEM for the same product. Similarly, one OEM should not authorize more than distributor / dealer for this tender. Further, an authorized distributor/dealer and the OEM should not quote simultaneously.*

1.1.1 (a) The Invitation for bids is open for local suppliers Class-I and Class-II and Non-local suppliers. Class-I local suppliers are eligible for purchase preference over Class-II local suppliers and Non-local suppliers. Class-II local and Non-local suppliers are not eligible for purchase preference.

1.1.2 **Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.**

1.1.3 **One distributor/dealer can participate in a tender on behalf of one manufacturer. The offer(s) will not be entertained if the same distributor/dealer is representing more than one OEM. Similarly, an authorized distributor/dealer and the OEM should not quote simultaneously such offers will be treated as nonresponsive and will be rejected summarily.**

1.1.4 A supplier or bidder shall be considered to be local supplier if the local content of the product is either

(i) 50% or above (Eligible for preferential purchases)

(ii) 20% or above

As per public procurement (Preference to Make in India), Order 2017 – Revision No. P-45021/2/2017-PP (BE-II) dt 16th September, 2020 and as amended from time to time.

In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with Class-I local suppliers and class-II local suppliers. Non-local suppliers would include foreign Original Equipment Manufacturers, foreign principals, their Indian agent and those not meeting the local content.

1.1.5 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.

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

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

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

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

1.1.8 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.

1.1.9 – **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 failing 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 the Order means:-

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a 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:

(a) 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.

i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

ii. “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 agreements or voting agreements;

(b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(c) In case of 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 profits of such association or body of individuals;

(d) 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;

(e) 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 ownership.

v) **An agent is a person employed to do any act for another, or to represent another in dealings with third person.**

vi) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

vii) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

viii) If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

1.1.10 **Reciprocity clause**

Entities of countries which have been identified by the nodal Ministry / Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

Bidders are requested to furnish GEM seller ID in their Technical Bid. In any case the GEM seller ID should be available before placing the order and a reference to the GEM seller ID is to be made in the Purchase order failing which no order will be released.

Bidder's unable to furnish GEM seller ID may be overlooked from placement of Purchase order even if they are otherwise eligible.

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 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 resultants contracts:

"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;

"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;

"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;

"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;

"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 officials 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

"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, is obliged under Code of Integrity for Public Procurement to suo-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 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. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

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 as indicated in the Invitation for Bids/NIT free of cost as also from www.etenders.gov.in under the relevant Tender-ID

1.5 Content of Tender Documents

1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into 7 chapters as under:

Chapter 1: Instructions to Bidder (ITB)
Chapter 2: General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
Chapter 3: Schedule of Requirements
Chapter 4: Specifications and Allied Technical Details

Chapter 5: Price Schedule Forms
Chapter 6: Contract Form
Chapter 7: Other Standard Forms comprising:

1) Bidder Information Form – Annexure I
2) Code of Integrity and conflict of interest – Annexure II
3) Manufacturers' Authorization Form - Annexure III
4) Bid security as specified in the Invitation to Bid – Annexure IV
5) Bid Securing Declaration – Annexure V
6) Performance Statement Form – Annexure VI
7) Technical Compliance Statement
8) Deviation Statement Form – Annexure VII
9) Pre-Installation Requirement – Annexure VIII
10) Service Support Detail Form - Annexure IX
11) Bid Form – Annexure X
12) Format for certificate of Local Content in letter head (Annexure XI & XII) (.pdf) (if applicable)
13) Performance Security Form – Annexure XIII (.pdf)
14) Acceptance Certificate Form – Annexure XIV (.pdf)
~~15) Integrity Pact – Annexure XV (.pdf)~~
16) Self-certification with regard to the bidder land border with India (Annexure XVI) (.pdf)

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

1.6 Clarification of bidding documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the critical date sheet or correspond through "seek clarification" online on www.etenders.gov.in. 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 and as corrigendum on www.etenders.gov.in for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.

1.7 Amendment of Bidding 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 bidding documents by amendment. The same would also be hosted on the website of the Purchaser / CPP Portal against the Tender Enquiry and all prospective bidders are expected to surf the website / CPP Portal against the Tender Enquiry before submitting their bids and before the due date for the submission of the 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 especially when the details are technical.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9. Purchase Preference Policies

1.9.1 The purchaser intends to give purchase preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Medium and Small enterprises (MSEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

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 16th September, 2020 and as amended from time to time 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.

1.9.3 **A class 1 local supplier is a bidder which has local content of more than 50% in the product as defined above and is eligible to have purchase preference over class 2 local supplier (local content of 20% or above till 50%) and non-local suppliers (local content of less than 20%, foreign manufacturers or their Indian agents).**

1.10. Documents Comprising the Bid

1.10.1 The bid prepared by the Bidder shall include:

A. Technical-commercial bid – COVER 1

(a) Bidder Information Form - Annexure I (Technical Bid);
(b) Code of Integrity and conflict of interest – Annexure II (Technical Bid);
(c) Manufacturer's Authorization Form - Annexure III (Technical Bid);
(d) Bid security as specified in the Invitation to Bid – Annexure IV (Technical Bid);
(e) Bid Securing Declaration - Annexure V (Technical Bid);
(e) Performance Statement Form - Annexure VI (Technical Bid);
(f) Deviation Statement Form - Annexure VII (Technical Bid);
(g) Pre-Installation Requirement - Annexure VIII (Technical Bid);
(h) Service support details form - Annexure IX (Technical Bid);
(i) Self certification that the item offered meets the minimum local content of 50% or 20% as the case may be giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable. - Annexure –XI (if applicable) (Technical Bid);
(j) ~~Integrity Pact - to be executed on Company's Letter head duly stamped and signed - Annexure – XV (Technical bid);~~
;
(k) Self-certification with regard to the bidder land border with India - Annexure – XVI (Technical Bid);
(l) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted (Technical Bid);
(m) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.) (Technical Bid);
(n) Technical Compliance Statement (Technical Bid);
(o) Schedule of requirements - Chapter 3 (Technical Bid);
(p) 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. (Technical bid)
(q) Techno-commercial quotation along with warranty and payment terms without the price. (Technical Bid);

B Financial bid – Cover 2

(i) Bid form; - Annexure X (.pdf)
(ii) Price break up of Local Content – Annexure XII (.pdf) (if applicable)
(iii) BoQ Price Schedule Form (.xls);

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 it proposes to supply under the contract.

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

(a) For Goods manufactured within India

(i) The price of the goods quoted Ex -works including taxes already paid.

(ii) The rate of GST payable on the goods if the contract is awarded should be indicated clearly.

(iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

(iv) The installation, commissioning, warranty, training charges and any incidental service charges, if any.

(v) **Non-Comprehensive Annual Maintenance charges may be indicated for Five years after the warranty period.**

(b) For Goods manufactured abroad

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form. The Airport must be International Gateway airport and the seaport must be international gateway seaport for FCA and FOB respectively.

(ii) The charges for insurance and transportation of the goods to the port/place of destination. (CIP Price)

(iii) This Institute is also exempted from payment of Customs Duty as per notification No.51/96 – Customs. However, from 1st March 2002 the Government of India has imposed a ad-valorem Customs Duty up to 5.5% vide Notification 24/2002–Customs on all imports covered under Notification No.51/96.

(iv) The agency commission charges, if any.

(v) The installation, commissioning, warranty, training charges and any incidental service charges, if any.

(vi) **Non-Comprehensive Annual Maintenance charges may be indicated for Five years after the warranty period.**

1.12.3 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris. Currently Incoterms 2020 applies.

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 but reflecting in the specification shall be assumed to be included in the bid.

1.12.7 The purchases made by the purchaser for scientific purposes are levied a concessional customs duty.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, 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;

(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.

1.16. Bid Security

1.16.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in notice. 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 bidder, the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

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 by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 60 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 nationalized /Scheduled Indian bank; or~~

~~(b) RTGS / NEFT to account of Director, CSIR – CLRI~~

(c) Bid Securing Declaration – Annexure - V

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 1.16.10 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, 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 120 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 (or by cable, telex, fax or e-mail). The bid security provided shall

also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

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 bidders should submit their duly encrypted bids on the www.etenders.gov.in before the due date and time. You are requested to go through the uploading process well in advance so as to avoid last minute hitches. (Bids received by FAX/E-mail would not be considered for evaluation.)

1.20. Deadline for Submission of Bids

1.20.1 Bids must be uploaded on www.etenders.gov.in against the relevant Tender-ID 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.etenders.gov.in against the applicable Tender – ID.

1.21. Withdrawal, substitution and Modification of Bids.

1.21.1 It would be governed by the standard operating procedure of the e-procurement portal.

E. OPENING AND EVALUATION OF BIDS

1.22 Opening of Bids by the Purchaser

1.22.1 The decryption of the bids would be done at the time enumerated on the e-procurement portal. 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. Confidentiality

1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.23.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24. Clarification of Bids

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

1.25. Preliminary Examination

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

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

(a) Bid Form and Price Schedule, in accordance with ITB Clause1.10;

(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 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.
(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 tenderer has not quoted for the entire requirement as specified in that schedule.
(viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

1.26 Bidder's right to question rejection.

1.26.1 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.

1.26.2 **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.**

1.27 Responsiveness of Bids

1.27.1 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.

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

1.27.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

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

1.28 Non-Conformity, Error and Omission

1.28.1 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.

1.28.2 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.

1.28.3 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.

1.28.4 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.

1.29 Examination of Terms & Conditions, Technical Evaluation

1.29.1 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.

1.29.2 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.

1.29.3 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 1.27, it shall reject the Bid.

1.30 Conversion to Single Currency

1.30.1 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 or RBI reference rates 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.

1.31 Evaluation and comparison of bids

1.31.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.31.2 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.

1.31.3 Purchase preference shall be given to all 'Class-I local suppliers' in all procurements undertaken by the purchaser in the following manner:

In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over 'Class-II local supplier' and non-local supplier as per following procedure:-

a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.

b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder 'Class-II local supplier 'or non-local supplier.

d) 'Class-II local supplier' and non-local supplier will not get purchase preference in any procurement undertaken by the procuring entity.

1.31.4 Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) 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 percent sub-target shall be met from other MSE.

1.31.5 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.

A MSE firm will be preferred over a non-MSE Class 1 Local supplier. The **preference is subject to meeting the technical specification, being in the preference range as indicated above and matching the price of L1.**

1.31.6 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

(a) For Goods manufactured within India

(i) The price of the goods quoted Ex -works including taxes already paid.

(ii) The rate of GST payable on the goods if the contract is awarded should be indicated clearly.

(iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

(iv) The installation, commissioning, warranty, training charges and any incidental service charges, if any.

(v) **Non-Comprehensive Annual Maintenance charges may be indicated for Five years after the warranty period.**

(b) For Goods manufactured abroad

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form. The Airport must be International Gateway airport and the seaport must be international gateway seaport for FCA and FOB respectively.

(ii) The charges for insurance and transportation of the goods to the port/place of destination.(CIP/CIF Price). **Please note insurance should be from warehouse to warehouse which means from supplier's warehouse to CLRI Stores.**

(iii) This Institute is also exempted from payment of Customs Duty as per notification No.51/96 – Customs. However from 1st March 2002 the Government of India has imposed a ad-valorem Customs Duty up to 5.5% vide Notification 24/2002–Customs on all imports covered under Notification No.51/96.

(iv) The agency commission charges, if any.

(v) The installation, commissioning, warranty, training charges and any incidental service charges, if any.

(vi) **Non-Comprehensive Annual Maintenance charges may be indicated for Five years after the warranty period.**

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

(a) Towards customs duty and other statutory levies–as per applicable rates.

(b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

The bidder should give a clear cut breakup of EXW, FOB/FCA, CIF/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.

1.31.9 Orders for imported stores need not necessarily be on FOB/FCA basis rather it an be on the basis of any of the incoterm specified in ICC Incoterms 2020 as may be amended from time to time by the ICC or any other designated authority and favorable to the purchaser.

1.31.10 wherever the price quoted on FOB /FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.

1.31.11 The GCC and the SCC shall specify the mode of transport i.e., whether by air/ocean/road/rail.

1.31.12. 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.

1.31.13 The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clause 1.33.

1.32 Contacting the Purchaser

1.32.1 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.

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

1.33 Post qualification

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

1.33.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.33.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. AWARD OF CONTRACT

1.34 Negotiations

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

1.35 Award Criteria

1.35.1 Subject to ITB Clause 1.39, 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.

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

1.36.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of

Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 25% within the delivery period.

1.37 Option Clause

1.37.1 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)

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

1.38.1 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.

1.39 Notification of Award

1.39.1 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.

1.39.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.39.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.41, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.40 Signing of Contract

1.40.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/PO.

1.40.2 Within twenty-one (21) days of date of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

1.41 Order Acceptance

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

1.41.2 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 and

submission of Performance Security (PS). Even after extension of time, if the order confirmation / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.42 Performance Security

1.42.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

1.42.2 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.

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

1.42.4 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.

1.42.5 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 or RTGS/NEFT in favour of the purchaser.

1.42.6 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.

1.42.7 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.

1.42.8 The order confirmation should be received within 14 days from the date of notification of award. However, the purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

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

1.43 Pre-Bid Conference (PBC)

1.43.1 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 either through email giving refer to Tender No. and item description to spo.clri@csir.res.in (email id) or by post (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") 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. 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.

1.44 Integrity Pact

~~1.44.1 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.~~

~~1.44.2 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.~~

~~1.44.3 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.~~

~~1.44.4 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.~~

~~1.44.5 The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.~~

~~1.44.6 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.~~

~~1.44.7 The modal format of IP is at Chapter-7.~~

CHAPTER – 2

CONDITIONS OF CONTRACT

A GENERAL CONDITIONS OF CONTRACT

Contents of Chapter 2

Sl. No.	Clause	Page No.
2.1.	Definitions	37-38
2.2.	Contract Documents	39
2.3.	Code of Integrity	39
2.4.	Joint Venture, Consortium or Association	39
2.5.	Scope of Supply	40
2.6.	Suppliers' Responsibilities	40
2.7.	Contract price	40
2.8.	Copy Right	40
2.9.	Application	40
2.10.	Standards	40
2.11.	Use of Contract Documents and Information	40-41
2.12.	Patent Indemnity	41
2.13.	Performance Security	41-42
2.14.	Inspections and Tests	42
2.15.	Packing	43
2.16.	Delivery and Documents	43
2.17.	Insurance	43-44
2.18.	Transportation	44
2.19.	Incidental Services	44
2.20.	Spare Parts	44-45
2.21.	Warranty	45
2.22.	Terms of Payment	46
2.23	Change Orders and Contract Amendments	46
2.24.	Assignment	46
2.25.	Subcontracts	47
2.26.	Extension of time	47
2.27.	Liquidated Damages Clause	47
2.28.	Termination for Default	48
2.29.	Force Majeure	48-49
2.30.	Termination for insolvency	49
2.31.	Termination for Convenience	49
2.32.	Settlement of Disputes	49-50
2.33.	Governing Language	50
2.34.	Applicable Law	51
2.35.	Notice	51
2.36.	Taxes and Duties	51
2.37.	Right to use Defective Goods	52
2.38.	Protection against Damage	52
2.39.	Site preparation and installation	52
2.40.	Import and Export Licenses	52
2.41.	Risk Purchase Clause	53
2.42.	Option Clause	53
2.43	Integrity Pact	53
2.44	Order Acceptance	53
2.45	Purchase preference	53

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 fulfillment 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) "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 item

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.

(m) "Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this order or by the competent Ministries / Departments in pursuance of this order.

(n) "Non-local supplier" means a supplier or service provider whose product or service offered for procurement does not meet the minimum local content as prescribed under this order or by the competent Ministries / Departments in pursuance of this order and would include foreign OEMs, foreign principals and their Indian agents.

(o) "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

(p) 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 and the

"Purchaser" means Controller of Stores & Purchase, on behalf of the Director, Central Leather Research Institute, Adyar, Chennai – 600020, INDIA as specified in SCC.

(q) "The final destination," where applicable, means the place named in the SCC.

(r) For definitions regarding terms in Make in India please refer to order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India and any amendment / revisions thereof.

(s) For definitions regarding terms in MSE refer MSE order 2012 and amendments and revisions thereof.

(t) For registration of bidders quoting for products from countries that share land border with India refer to Order No.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.

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 concludes 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.

a) 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 and Related Services to be supplied shall be as specified in Chapter 4 i.e. Specifications and allied technical details.

2.6 Suppliers' Responsibilities

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

2.7 Contract price

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

2.8 Copy Right

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

2.9 Application

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

2.10 Standards

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

2.11 Use of Contract Documents and Information

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

in confidence and shall extend only so far, as may be necessary for purposes of such performance.

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

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

2.12 Patent Indemnity

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

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

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

2.13 Performance Security

2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.

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

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

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

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

(a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 60 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 Nationalized /Scheduled Indian bank; or

(b) A Banker's cheque or Account Payee demand draft or RTGS/NEFT in favour of the purchaser.

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

2.14.1The 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 FOB, FCA, CIF, CIP, etc. shall be governed by the rules prescribed in the current edition of the Inco terms published by the International Chambers of Commerce, Paris.

2.16.3

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 despatch, then the bidder is free to engage the services of any other Airlines.

2.17 Insurance

2.17.1 Should the purchaser elect to buy on CIF/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. The insurance shall be from warehouse to warehouse which means supplier warehouse to CLRI Stores covering all risks.

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 FOB or 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

2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. 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 CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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 <u>Warranty</u>

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.

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.

2.26.2If 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:

(a) In case of Dispute or difference arising between the Purchaser and supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

2.32.5 Not withstanding, 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 <u>Governing Language</u>

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 as specified in SCC.

2.35 Notices

2.35.1

Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.35.2

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

2.36 Taxes and Duties

2.36.1

For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2

For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

2.36.3

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.36.4

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

2.36.5

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 and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements under Preference to Make in India Order 2017 or as amended time to time. Bidders desirous of submitting of 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 documents.

B. SPECIAL CONDITIONS OF CONTRACT

Sl. No.	GCC Clause	Page No.
01.	GCC 2.1.1 (p)	55
02.	GCC 2.1.1 (q)	55
03.	GCC 2.13.1	55
04.	GCC 2.15.2	55
05.	GCC 2.16.1	55-57
06.	GCC 2.16.3	57
07.	GCC 2.17.1	57
08.	GCC 2.21.3	57
09.	GCC 2.22.1	57-58
10.	GCC 2.27.1	58
11.	GCC 2.34.1	58
12.	GCC 2.35.1	59
13.	GCC 2.43.1	59
14.	GCC 2.43.2	59
15.	GCC 2.45	59

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

GCC 2.1.1(p)	The Purchaser is: The Director, Central Leather Research Institute, Adyar, Chennai - 600 020, INDIA,
GCC 2.1.1(q)	**The Final Destination is:** CSIR-Central Leather Research Institute Regional Centre, 3/1-C, Matheswartola Road, Tangra, Kolkata – 700046, West Bengal, India. Email: malathyj.clri@csir.res.in
GCC 2.13.1	The amount of the Performance Security shall be **3%** of the contract value.
GCC 2.15.2	The marking and documentation within and outside the packages shall be: (a) Each package should have a packing list within it detailing the part No.(s), description, quantity etc. (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. (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. (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.
GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are : **For goods manufactured within India** 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 email. (a) Two copies of Supplier's Invoice indicating, *inter-alia* Description and specification of the goods, quantity, unit price, total value; Original Invoice duly pre-receipted with revenue stamp for value above Rs.5,000/- (b) Delivery Challan / Packing list;

GCC 2.16.1	(c) Insurance certificate, if required under the contract; (d) Railway receipt/Consignment note; (e) Manufacturer's guarantee certificate and in-house inspection certificate; (f) Inspection certificate issued by purchaser's inspector, if any; (g) Operation Manual, Service and Maintenance Manual in English (Hard Copy / Media) (h) All required drivers and media for software installation if any, with appropriate licenses. (i) Any other document(s) as and when required in terms of the contract. **Note:** 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). 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 **<u>For goods manufactured abroad</u>** 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 email. (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.; (b) Packing list; (c) Certificate of country of origin; (d) Manufacturer's guarantee and Inspection certificate; (e) Inspection certificate issued by the Purchaser's Inspector, if any; (f) Insurance Certificate, if required under the contract;

GCC 2.16.1	(g) Name of the Vessel/Carrier; (h) Bill of Lading/Airway Bill; (i) Port of Loading; (j) Date of Shipment; (k) Port of Discharge & expected date of arrival of goods; (l) Operation Manual, Service and Maintenance Manual in English (Hard Copy / Media) (m) All required drivers and media for software installation if any, with appropriate licenses. (n) Any other document(s) as and when required in terms of the contract. **Note:** **1.** 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). **The invoice should also indicate the harmonic system code No. for customs purposes.** 2. 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.
GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by Road/Courier. In case of supplies from abroad, the mode of transportation shall be by Air.
GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the CIF value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
GCC 2.21.3	The period of warranty shall be **Three Years (36 Months)** from the date of installation and acceptance.
GCC 2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in currency of the Contract *in* the following manner: **100% Letter of credit will be established and negotiated as per (a) and (b).**

GCC2.22.1	**(a) On Shipment: 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.** **(b) On Acceptance: 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.** The L/C will be confirmed at the supplier's 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 Ex-Works value.
GCC 2.22.1	**<u>Payment for Goods and Services supplied from India:</u>** **The payment shall be made in Indian Rupees, as follows: Indian LC 100% will be established and will be paid as follows:** **(a) On Shipment: 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.** **(b) On Acceptance: 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.** Or **80% Payment will be released after receipt of material in good condition at CLRI and balance 20% after installation, training, acceptance and subjected to submission of 3% PBG.**

	Note: **All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.**
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%. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 2.34.1	The place of jurisdiction is Chennai, India.
GCC 2.35.1	For notices, the Purchaser's address is Attention: The Director Location: Central Leather Research Institute, Sardar Patel Road, Adyar, Chennai - 600 020, INDIA Telephone: 0091-44-24437420, 24437193 Email address *:* spo.clri@csir.res.in
GCC 2.43.1	The Integrity Pact – Not Applicable
GCC 2.43.2	The Name and Contact details of the IEMs are as under: – Not Applicable
GCC 2.45	Purchase Preference Make in India – Applicable
GCC 2.45	Purchase Preference MSE – Applicable

CHAPTER 3

SCHEDULE OF REQUIREMENT (to be submitted with techno-commercial bid)

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

Sl. No.	Brief Description of goods and services	Quantity	Physical Unit	Final destination/ Place	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt., acceptance test, etc. after the arrival of consignment (to be filled by the bidder)

Term of delivery : FCA / FOB (Named Place of Delivery) Incoterms 2020 (Bidder to specify Gateway International Airport / Seaport Only) : ……

Estimated CIP / CIF Kolkata Incoterms 2020 Prices: ……..

Period of delivery shall count from : ……

(to be filled by the bidder)

Scope of Supply : ……

Standards : ……

Training requirement : ……

(Location, no. of persons, period of training, nature of training)

Warranty: ……..

Date : ……

Place : ……

Signature of the Bidder

PS: Authorization standards that ensure at least a equivalent quality than the standard mentioned in the Technical Specification, will also be acceptable.

CHAPTER 4

ELIGIBILITY CONDITIONS, SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

4.1 Eligibility Conditions for Supply, installation and commissioning of Universal Testing Machine for Leather Testing

Minimum Eligibility Criteria for Universal Testing Machine for Leather Testing

- **Minimum two (2) Purchase Order copies along with installation report in the last five (5) years to be enclosed. The PO copies shall be from leather/footwear/textile industries or NABL accredited testing labs that carry out the testing for leather/textile/footwear samples. The respective installation report should be for the respective POs satisfying the above mentioned technical specifications.**

(Note: Firms not meeting the minimum eligibility conditions will not be considered for technical evaluation.)

4.1. General criteria:-

1. The **Universal Testing Machine for Leather Testing** should be the latest model and should not be refurbished equipment.
2. Firms should not quote obsolete / discontinued models.
3. Equipment should work under 220 to 240 V/50Hz conditions.
4. List of installations of the model quoted in India with contact details.
5. Year of introduction of the model quoted. (In Technical Bid)
6. Spares and service support for the instrument for the period of 10 years from the date of installation. (Technical details in Technical bid)
7. Details of make, model, service support for the outsourced items/ supporting accessories (Technical details in Technical bid)
8. The Bidder should be a manufacturer/authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the “Technical Specification”. The MAF must be

enclosed with the technical bid. Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening.

9. Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. However, the offer of the Indian Agent should also accompany the authorization letter from their principal. **Further, to maintain sanctity of tendering system one Indian agent cannot represent two different foreign principals in one tender.**

10. The Bidder should furnish the information on all past supplies and satisfactory performance in the proforma (Performance Statement Form).

11. Bidders shall invariably furnish documentary evidence (client's certificate) in support of the satisfactory operation of the equipment.

12. Details of Service Centre and information on service support facilities that would be provided after the warranty period (in the Service Support Form).

13. That adequate and specialized expertise is already available or will be made available following the execution of the contract in the Purchaser's country, to ensure that the support services are responsive and adequate as per 'Instructions To Bidders 1.14.2(c)'.

14. The bidder should not have been debarred or black listed by any Central Government / Ministry / Department / Central autonomous institutions / CSIR labs / ISRO / DAE / DRDO labs or any Central University in India in the last 1 year. A Self declaration duly signed by the authorized representative should be attached as per format in the bidder's letter head. Any violation of this clause will be considered as a violation of Code of Integrity.

4.2 SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

Technical specification of "Supply, Installation and Commissioning of Universal Testing Machine (UTM) and UTM Table"

CATERS, the testing arm of CSIR-CLRI, is an accredited testing laboratory that is compliant with globally recognized **ISO 17025:2017**, serving testing and certification requirements of leather and footwear industries enabling them towards global competency. As an extension of our testing facilities in one of the Regional Centers (Kolkata), one UTM is to be procured. The proposed UTM should be capable of testing footwear and footwear components made of **leather** and **synthetic materials, testing of other leather and non-leather goods** including **PU, PVC, EVA, Rubber, textiles and yarns, other natural and synthetic materials**, satisfying all the technical specifications provided below:

The physico-mechanical properties for the above mentioned samples include but not limited to tensile, stretch, peel, tear, shear, compression, bonding, perforation, relaxation, puncture and **user-defined experiments** like constant compression and tensile load, cyclic tensile, compression relax, compression cyclic of the above-mentioned materials used in footwear, gloves, garments and other goods manufacturing industries.

Features	Required specification
1. **Instrument and Controller requirements**	• Table top double bar electromechanical, servomotor-based, pneumatic grip operation controlled Universal Testing machine should be provided with rust-free coatings. • The main instrument should have an AC drive with horizontal test space of min. 410 mm. • The axial vertical travelling distance should be >1100 mm with the double bar stiffness 150 kN/mm or better at 1 meter from the base in both the claimed tension and compression tests. • Data acquisition rate should be 5 kHz or better, in compliance with the "software-to-equipment compatibility". • Minimum and Maximum rates of separation of crosshead should be between 0.001 mm/min. and >500 mm/min., respectively. • Equipment should meet the highest calibration standards as per IS 1828 (Part-1)/ISO 7500-1.
2. **Load cell Capacity and accuracy**	• Vendor should supply Circular shaped easily replaceable Load cells of capacities 50 N, 1 kN, 5 kN, and 50 kN. • 1 No. of screw type manual grip and 1 No. of wedge-shaped manual grip

	compatible with 5 kN and 50 kN load cells should be provided. • Pneumatic grips should be provided to work with tension and compression modes of force capacities with 50 N, 1 kN and 5 kN load cells each with removable flat jaws. • The whole instrument should support load cell capacity of as low as 10N for testing thin films. • All the load cells supplied should comply with the "Class 0.5" machine range as per IS 1828 (part-1)/ISO 7500-1 supported by calibration certificates from accredited laboratories. This should be within the measuring range of the loadcells between 0.1% to 100% of loadcell capacity or better. • Instrument should have an accuracy of 0.5% with measurement capability resolution and readable value of minimum five decimal places when expressed in Newtons should be capable in the instrument through the software provided. • Vendor should supply Rubber coated flat jaws each of dimension approximately 75 mm (L) x 25 mm (B) x 5 mm (Thickness) **(2 sets of 4 pieces each),** 50 mm (L) x 50 mm (B) x 5 mm (Thickness) **(2 sets of 4 pieces each)** and 25 mm (L) x 50 mm (B) x 5 mm (Thickness) **(2 sets of 4 pieces).** • Instrument should be integrated with digital console (Desktop computer) for data acquisition to measure extension, compression and load measurements in international SI and metric units systems.
3. **Extensometer**	• A compatible contact-type/non-contact type extensometer compatible with the UTM instrument for measuring elastic samples like rubber should be supplied along with UTM machine and should comply with IS 12872/ISO 9513 "Class 0.5" supported by calibration certificates from accredited laboratories. • It should have variable adjustment option with minimum separation of 25 mm or lower & maximum separation of 600 mm or higher, with a minimum set distance between 25mm & 100 mm. • It should have calibration scale or a provision to measure the distance. • A detailed brochure or technical specification of the extensometer should be provided by the vendor.
4. **Software**	• Software should be user friendly, intuitive, reliable latest OS-based software and the measured raw data should be compatible with Laboratory Information Management System (LIMS). • The equipment and software should be compatible to carry out and design new experiments such as tension, compression, bending and other

	customizable tests and experiments such as cyclic loading, primary constant load hysteresis. • Software should include modules to measure tension, compressions, stress-strain, relaxation, elongation, shear, tear, peel, etc. • Software should have user-customizable features according to specific test methods, specific jigs, specific rates, specific data collection procedures. • Should include calibration routines, periodic transducer checks and diagnostic checks. • Should have pre-programmed test templates (method files) and programmable test templates (for new methods creations) and the templates should be as per standards like IS, ISO, ASTM, SATRA. • Should have option to program user-defined tests and the software should provide guidance (Pictorial/texts) with step by step help to the user. • The user should be able to save, clone and modify user prepared test templates and use it to perform tests as per the programmed templates. • Software should provide real time readings from channels. • Should provide real time graphing of results and the raw data in plottable ASCII/excel files for processing. • Vendor should provide the latest software and should provide software update support for 5 years free of cost.
5. **Data acquisition system (Main Computer)**	• 1 No. PC of Intel core i7 or latest suitable higher version in i-series, ≥ 2 GHz Processor, ≥ 16 GB RAM, ≥ 1TB SSD and 2 TB Hard Drive with 24-inch LED monitor for UTM Operation with 1 No. laserjet Printer. • Data PC should have Ethernet/USB/RS232 ports and other communication ports for PC to instrument connectivity. • The specification of the computer compatible with the equipment software should not be outdated and declared as out of life in the next 5 years. • 1 No. UPS of capacity 5 KVA or more (compatible with the whole equipment), with min. 30 mins back up time and only reputed brands should be quoted.
6. **Power**	All equipment and accessories should be compatible with Single Phase, 220/240V, 50 Hz power as per Indian standard along with power cut off system beyond power supply range.
7. **Consumables**	• All essential spares and necessary consumables like additional nuts (10 Nos. each), bolts (10 Nos. each) and gaskets (10 Nos. each), lubricating grease (2 packets each), O-rings (10 Nos. each), regulators, valves and screws for the pneumatic supplies should be supplied along with the equipment.

<table>
<tr><td></td><td>• Pneumatic compressor pipelines wherever required for the main equipment should be supplied along with the UTM equipment, that is capable of supplying moist-free and oil-free air.</td></tr>
<tr><td>8. Safety operations</td><td>• The equipment should come with all essential built-in safety operations such as motor breaking capacity and set ups both controlled by the software to avoid collision of jigs/arms onto each other.
• All the safety compliance of the equipment should be complying with the national standards such as IS/IEC 60947-5-1.
• An easy-access Emergency stop button should be provided.</td></tr>
<tr><td>9. Jigs and Jaws as per test methods</td><td>• The vendor should provide the jigs and jaws, compatible with the supplied instrument model, as per attached Annexure-I.
• Specific cutting dies made using CNC cut, exactly matching the test methods as per the requirements should be provided along with the jigs and jaws, as per attached Annexure - II.</td></tr>
<tr><td>10. Tool kits</td><td>• Suitable and essential tool kits like Allen keys and torque wrench should be supplied with the equipment for the required maintenance necessary.</td></tr>
<tr><td>11. Table for UTM</td><td>• The table supplied should be compatible with the quoted model in terms of the dimensions of the equipment and accommodate the complete UTM along with the PC, with the technical specification as below.
• High quality steel with corrosion-resistant powder coatings with necessary reinforcements to maintain the stability and the surface level of the table.
• The table should withstand 500kg load and should be able to absorb active and passive vibrations.
• The table should be supported with thick rubber pads (spec. given below) at the legs to absorb such external vibrations.
• The table top should be provided with a rubber sheet support (spec. given below) over which a polished granite top (spec. given below) with soft edges to be fixed.
<table>
<tr><th colspan="3">Technical specification</th></tr>
<tr><td>Granite top:
Color: black;
Thickness: 20mm; Length: 1000mm;
Width: 900mm</td><td>Rubber sheet:
Diameter: 125 mm
Thickness: 40 mm</td><td>Rubber foot pads:
Thickness: 10 mm
Dimension: 1000mm*900 mm</td></tr>
</table></td></tr>
<tr><td>12. Pre-installation requirements</td><td>• Vendors may conduct the advanced site survey at no additional cost and provide all pre-installation requirements including technical details on receipt of Purchase order.</td></tr>
</table>

	• CSIR-CLRI will only provide the installation lab. space, air conditioning and required electrical outlets and connections as per the requirement of the equipment. • Vendors should supply all installation accessories, infrastructures, facilities and services required for complete installation and operation of the equipment. • Specific civil and electrical requirements for installation with the available designated lab space for the instruments should be specified in advance.
13. **Warranty, AMC, Training and Service support**	• A complete comprehensive on-site warranty for three years should be offered for the entire configuration supplied including 3rd party instruments and accessories if any (effective after successful completion of installation of the equipment) and calibration traceable to higher metrological parameters should be carried out 3 to 5 times (at least once a year) within the warranty period. • All the guarantee/warranty should be provided by the principal UTM manufacturer. • Annual Maintenance Contract (AMC) for 5 years after warranty period completion should be quoted. Payment of AMC would be made half yearly each year and no advance payment will be made in this regard. • All essential documentation like equipment operation manuals, calibration certificates (load cells, speed and extensometer), software manuals either as hard copy or soft copy should be supplied. • An immediate or a response within 48 hours on reporting of problems/issues should be declared by the vendor in terms of service response. • A declaration by the UTM manufacturer should be provided for the availability of spares, technical support and serviceability for a minimum 10 years from the date of installation. • Vendors should provide factory test certificates, calibration certificates and compliance to the national and international standards with the equipment.
14. **Training**	• On-site training for a minimum period of 1 week for UTM operation in relation to different hardware and software features and testing of our samples from each category should be provided to the users by the vendor at CSIR-CLRI, on satisfactory completion of installation. This training including testing of samples from the lab. is required to confirm the test method compliance. • Training should also include mounting of all accessories including jigs and jaws supplied along with the equipment, on safety, impact mitigation, setting up of different load cells, should be provided.

15. **Selection criteria**	• **All necessary supporting documents in compliance with the technical specification should be provided in the form of brochures, technical supporting documents, calibration certificates and previous purchase order copies** (minimum 2 purchase order copies along with the installation report to be enclosed). **The purchase order copies should be from leather/footwear/textile industries or NABL accredited testing labs that carry out the testing for leather/textile/footwear samples.** The installation report should be for the respective POs satisfying the above-mentioned technical specifications. • The vendor should provide all the relevant calibration certificates from accredited laboratories for the whole equipment including load cells, extensometers with relevant traceability. • **Vendor should enclose Data reports generated from the quoted model of customized tensile, compressions, relaxation measurements tested from leather, footwear and textile samples with varied separation rates using different load cells quoted.** • Vendor should facilitate the technical compatibility verification visit of CSIR-CLRI personnel of previously installed UTMs with equivalent technical specification, if required.
16. **Pre-Dispatch Inspection**	• Pre-dispatch Inspection by the CSIR-CLRI personnel will be made to the vendor's factory once the instrument is ready for delivery, if needed. Leather/footwear/textile samples will be tested in the quoted model and working to be demonstrated by the vendor. The equipment should be arranged for delivery to the lab. only after issuance of the satisfactory pre-dispatch inspection report from CSIR-CLRI.

Annexure - I

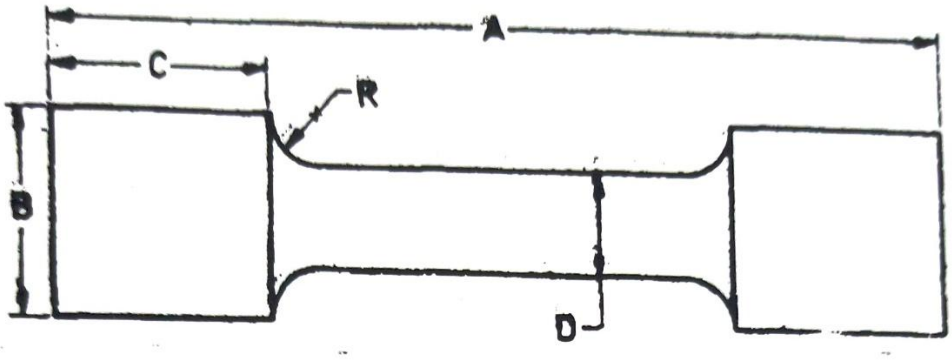
"Types of grips to be quoted and supplied along with the equipment"			
S. No.	**Types of Jigs**	**Name of Testing**	**Test methods**
1.	Pneumatic flat grips for 1kN, 5kN	Binding tape - Breaking load & extension	IS 6721
		Coated Fabric - Breaking strength	IS 7016 P2
		Coated Fabric - Tear strength	IS 7016, IS 8085
		Elastic tape - Useful extension	IS 15844
		Footwear - Strap attachment strength	IS 6721
		Leather - Stitch tear strength of leather	IS 5914
		Leather - Tensile strength & extension	IS 5914
		Shoe lace - Breaking strength	IS 15844
		Soling material - Inter layer bond strength	IS 15298
		Soling material - Split tear strength	IS 15844
		Soling material - Tear strength	IS 15298
		Soling material - Tensile strength	IS 3400
		Velcro - Peel strength	IS 8085
		Velcro - Shear strength	IS 8085
		Stitch tear strength of leather	IS 5914
		Coated material - Breaking strength	IS, 7016
		Fastening buckle strength	IS 6721
2.	Serrated Wedge grip or cross file teethed wedge grip for 50 kN	Tensile stress-strain properties of plastic/epoxy materials	ISO 37- 2017 ISO 5893- 2002 (5.3 Test piece grips) ASTM D412 DIN 53504
3.	Arrangement of test specimen and clamps with hook link system, Adherent-plate holder **(as per attached Annexure-III)**	Adhesion of finish film-Leather	ISO 11644:2009(E) IULTCS/IUF 470:2009(E)
4.	Compression jigs with measuring capacities 50N to 50kN Dimensions: 150 mm dia. X 25 (May be increased as per toe cap heights) mm thickness	Footwear - Compression resistance of toe cap	IS 15298
		Footwear - Steel toe cap compression	IS 15298
		Toe puff and counter stiffener - Resilience, Shape retention	IS 7554
5.	Bollard jigs of capacities between 1kN to 5kN	Thread - Breaking load	IS 1670

6.	Jaws for Fibre of capacity 50 N	Fiber-Breaking strength	IS 1670
7.	**Other specific grips:** • Eyelet testing grip (IS 17043 Part 1 Annex B) • Solid Heel Test Punch (ISO 20344-5.17:2021) • Special Heel Pin Test Grip (IS 8085 (Part 28): 2024) • Heel Pull Off Test Grip (IS 8085-10:2023) • Nail Penetration Grip (IS 15298-1-5.8, 5.9:2024) • Needle Holding Grip (IS 8085-13:2023) • Stitch Tear Wire Jig (IS 5914 LP 8:1970) • Special Jig, Baumann Jig (IS 15298-1-6.3:2024) • Z- jig (8Nos) (SATRA TM80) • Sole Bond Jig (Pincer type) (IS 15298-1:2024-5.2)		

Annexure - II

Die sets:

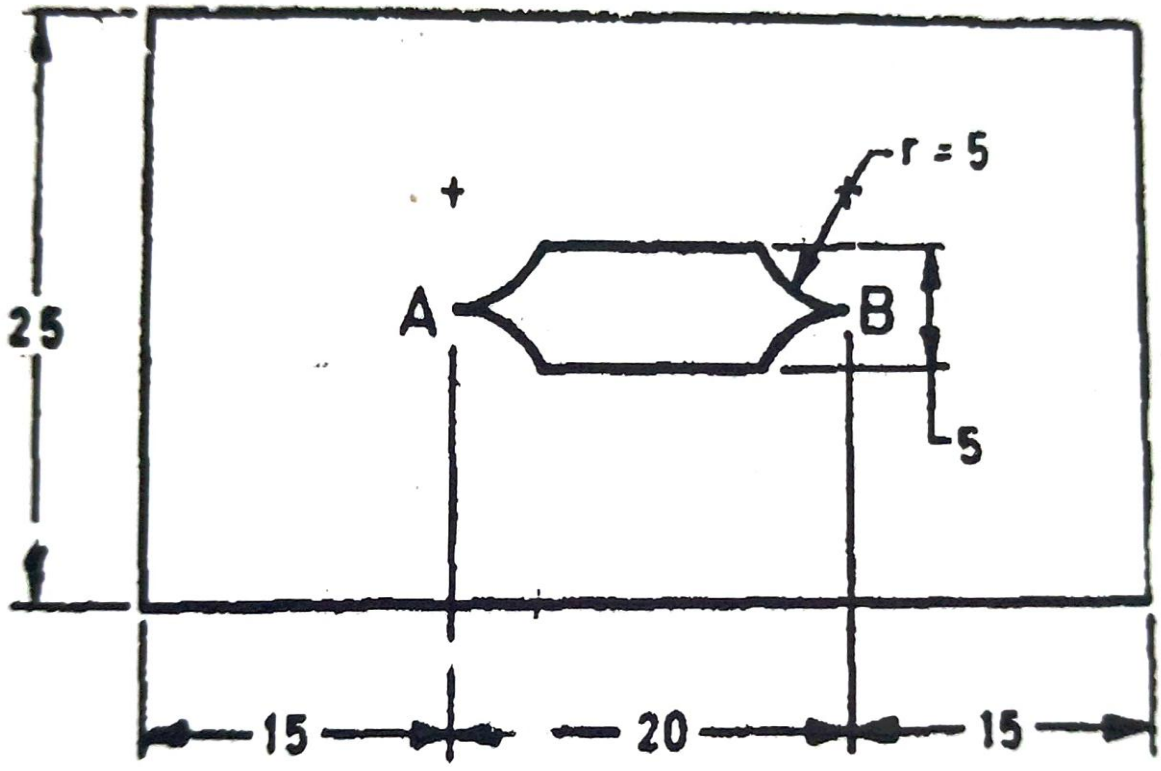
S. No.	Test Reference	Test method	Die set dimension	Remark (if any)
1.	Tensile strength	IS 5914: 1970 (LP - 6)	Fig. a	
2.	Baumann tear	IS 5914: 1970 (LP - 7)	Fig. b	
3.	Tongue tear	IS 5914: 1970 (LP - 9)	Fig. c	
4.	Trouser Leg tear	SATRA TM 30	Fig. d (1 & 2)	
5.	Double Hole Stitch Tear	IS 5914:1970 (LP-8)	Fig. e	
6.	Coated Fabric-Breaking strength	IS 7016 PART 2	Length-200mm Width- 50mm ±0.5mm	



	A	B	C	D	R
Large	190	40	45	20	10
Medium	90	20	20	10	5
Small	40	10	10	5	2.5

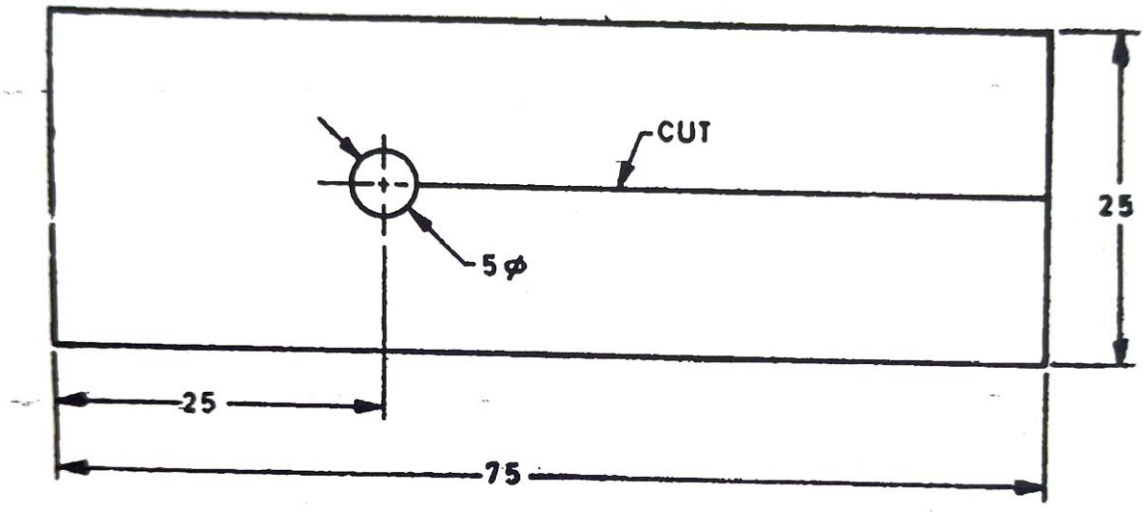
All dimensions in millimetres.

Fig. a



All dimensions in millimetres.

Fig. b



All dimensions in millimetres.

Fig. c

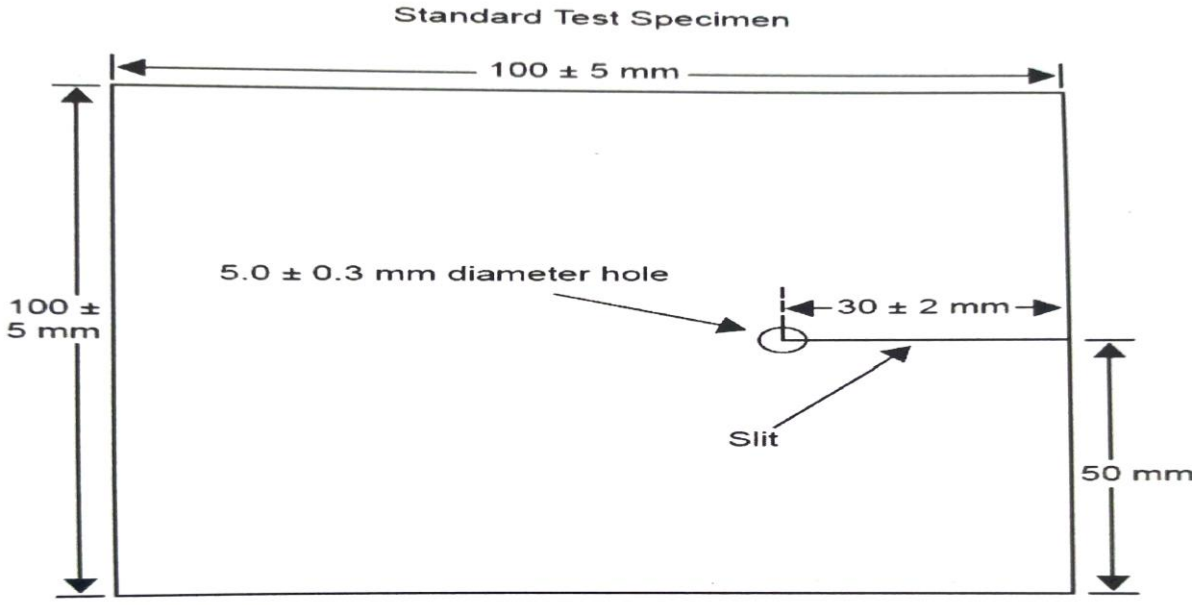


Fig. d- 1
Standard test specimen

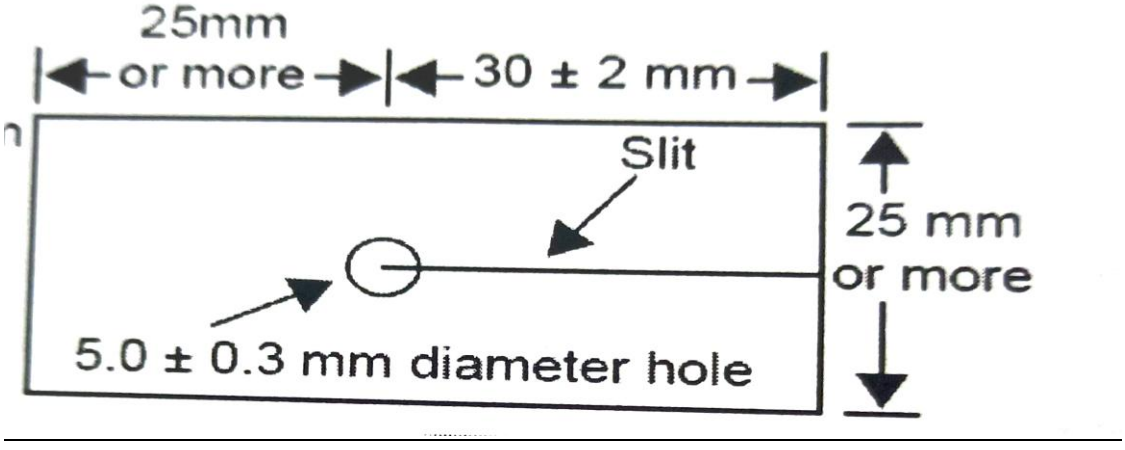
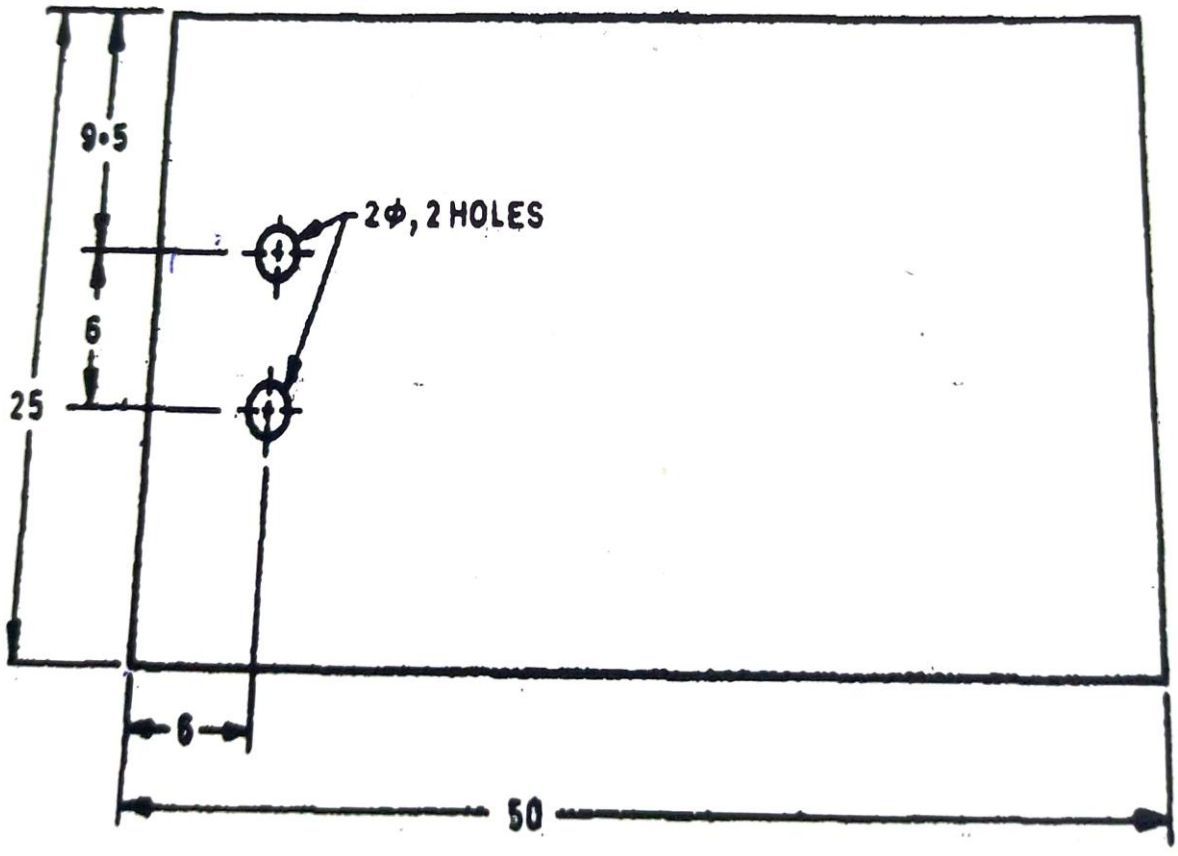


Fig. d-2
Normal Test Specimen Size



All dimensions in millimetres.

Fig. e

Annexure - III

Adhesion of finish film-Leather

Dimensions in millimetres

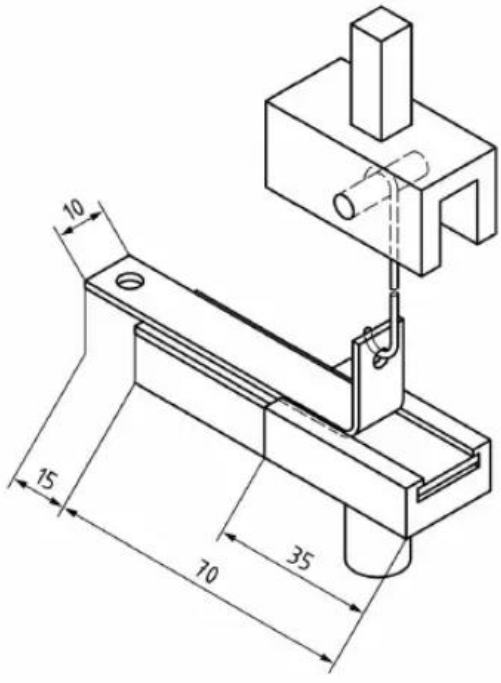


Figure 4 — Arrangement of test specimen and clamps for test with hook link system (±1 mm for 10 mm, otherwise ± 2 mm)

4.3 Scope of Supply

Supply, installation, commissioning and training of Universal Testing Machine for Leather Testing

4.4 Inspection & Tests

4.4.1 General

01. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and related Services as are specified here.

02. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination.

03. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

04. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

05. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

06. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

07. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, 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 customs 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.

08. Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipments built. These shall be in such details as will enable the

Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

09. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.

10. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.

11. On successful completion of acceptability test, receipt of deliverables, etc., and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

ACCEPTANCE TERMS

12. Specifications should be strictly adhered to without compromise. At the time of supply, all the parts supplied should be the latest one i.e. should there be a new and improved version of the part(s) developed after the quote was furnished the improved versions should only be supplied and without any additional cost to the buyer. Parts that have become obsolete in the rest of the world (USA, Europe, Japan) should not be supplied here. Proper documents should be furnished to support this.

13. A simple step-by-step operating procedure (max 2 pages) which will be kept near the equipment indicating the precautions for dos and donts for safe and correct use of the entire equipment including software should be provided to help extend the life of the system.

14. With respect to specific maintenance and handling procedures including during operation as well as idling periods should be provided.

15. The service manual is to be provided.

4.4.2 Pre-despatch Inspection by CLRI

Not Applicable

4.4.3 Manufacturer's Inspection Certificate

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and

submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

4.4.4 Third Party Inspection

Not Applicable

4.4.5 Acceptance Test

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur.

The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.

4.5 Training

Training of operation and maintenance of the equipment to be provided to the user group by the Indian agent / Supplier consisting of minimum 5 persons at:

CSIR-Central Leather Research Institute Regional Centre, 3/1-C, Matheswartola Road, Tangra, Kolkata – 700046, West Bengal, India.

4.6 Standards

Not Applicable

4.7 Warranty

The warranty of the equipment should be for a period of **Three Years (36 Months)** comprehensive warranty on all parts (mechanical, electronic, etc) from the date of acceptance. During the warranty period free upgrades of the software, if any, should be provided

4.8 Annual Maintenance Contract (AMC)

The supplier has to quote in the Price Bid for non-comprehensive AMC after the expiry of the warranty period, detailing the number of breakdown and preventive maintenance visit, exclusions if any and other terms and conditions.

4.9 Incidental Services

Not Applicable

CHAPTER 5

PRICE SCHEDULE FORMS

Kindly follow instructions hereunder to fill Bill of Quantities (BoQ). Any discrepancy in following instructions would lead to rejection of the bid.

Instructions:-

- On Opening the BOQ (Bill of Quantity) "Please Enable Macros to View BoQ Information". Please go to **enable editing** just below the task bar.
- As macros have to be enabled please click on **enable content**.

BoQ1

Guidelines for filling BoQ Sheet.

Kindly change the currency as per your requirement from the drop-down list of the column L - **Quoted currency in INR / (USD, EURO, JPY, CHF) currency**. Bidders are requested to fill columns marked in blue only i.e **i) Item Code / Make (Column C) , ii) Item Cost (Basic Price (BP)) in Quoted Currency (Column M), iii) Discount as Lump sum on BP in Quoted Currency (Column O), iV) Packing + Handling + Doc + Inland Freight as lump sum in the quoted currency (Column S), v) Insurance + Freight as Lump sum in Quoted Currency (Column U), vi) Installation and commissioning charges as Lump sum in Quoted Currency (Column V) vii) Agency Commission (AC) on Total Ex-Works for Indian Agents of Foreign firms, if any in quoted currency (Column Y)**

Please note that agency commission is to be filled if applicable for only foreign procurements and the % filled would be deducted from the Ex-Works value and paid in Indian currency. The agency commission is not being used for any calculation in the BoQ Sheet while preparing the comparative.

For bidders quoting in foreign currency Customs duty @ 5.5% would be loaded with 2% towards transportation and customs clearance etc., to arrive at landing cost at CLRI.
(Please refer to Instructions to Bidders – Point 1.31.1 – Evaluation and Comparison of Bids)

Note:The bidder may fill in the appropriate Price Schedule Form and enclose with the bidding documents as per Clause 1.10 and 1.18.3 of the bidding documents.

CHAPTER 6

CONTRACT FORM

Contract No. _____ Date:_____

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) The Director, Central Leather Research Institute, Adyar, Chennai, a constituent Laboratory of Council of Scientific and 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 Controller of Stores and Purchase, CLRI, Adyar, Chennai, INDIA, (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 7

OTHER FORMS TO BE ENCLOSED WITH TECHNICAL BID

Table of Contents

SL. NO.	NAME	ANNEXURE
1	Bidder Information Form (to be enclosed with the technical bid)	I
2	Declaration by the Bidder for Code of Integrity & conflict of interest (to be enclosed with the technical bid)	II
3	Manufacturers' Authorization Form (to be enclosed with the technical bid)	III
4	Bid Security Form (to be enclosed with the technical bid)	IV
5	Bid Securing Declaration (to be enclosed with the technical bid)	V
6	Performance statement Form (to be enclosed with the technical bid)	VI
7	Deviation Statement Form (to be enclosed with the technical bid)	VII
8	Pre-installation requirement (to be enclosed with the technical bid)	VIII
9	Service support details (to be enclosed with the technical bid)	IX
10	Bid Form (to be enclosed with the price bid)	X
11	Certificate of Local Content (to be enclosed with the technical bid)	XI
12	Certificate of Price break up of Local Content (to be enclosed with the price bid)	XII
13	Performance Security Form	XIII
14	Acceptance Certificate Form	XIV
15	Integrity Pact - to be executed on Company's Letter head duly stamped and signed (to be enclosed with the technical bid)	XV
16	Self-certification with regard to the bidder land border with India (to be enclosed with the technical bid)	XVI
17	Self-Certification regarding Non-blacklisting and non-debarment by any Govt. buyer in the last one year	XVII
18	CLRI Online Bank Details	XVIII

ANNEXURE I

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]***

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

Signature of Bidder _____

Name _____

Business Address _____

ANNEXURE – II

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.

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)

ANNEXURE III

MANUFACTURERS' AUTHORIZATION FORM

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

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

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

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

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 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]***

ANNEXURE IV

BID SECURITY FORM

Whereas _____ (hereinafter called the tender")

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

Against the purchaser's tender enquiry
No._____

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

In the sum of
_____

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this_____day of _____20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

_____
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

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

ANNEXURE V

BID-SECURING DECLARATION FORM

Date:_____
Ref No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

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

ANNEXURE VI

PERFORMANCE STATEMENT FORM

(For a period of last 3 years)

Name of the Firm…….

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

Signature and Seal of the manufacturer/Bidder …….

Place :

Date :

ANNEXURE VII

DEVIATION STATEMENT FORM

1) The following are the particulars of deviations from the requirements of the tender clause:

CLRI Tender Clause	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

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

ANNEXURE VIII

PRE-INSTALLATION REQUIREMENT

Name of Firm…… File No…….

Sl. No.	Name of Requirement	Supplier Response
01.	Nature of Flooring	
02.	Room Size / Space	
03.	Air-conditioning Yes / No	
04.	Water Yes / No	
05.	Industrial Gases with Purity	
06.	Power Single Phase / Three Phase 230V / 440 V	
07.	Stabilized Power Supply Yes / No If Yes rating	
08.	UPS online / offline, rating, backup	
09.	Drainage / Treatment of Waste	
10.	Protective Garments / Clothing	
11.	Fume Hood / Exhaust for Gases	
12.	Chemicals / Standards	
13.	Distilled Water / Chilled Water	
14.	Any furniture like lab table etc.	
15.	Any other	

ANNEXURE IX

SERVICE SUPPORT DETAIL FORM

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

Signature and Seal of the manufacturer/Bidder…….

Place :

Date :

ANNEXURE X

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]***

To: **Director, CSIR – CLRI, Adyar, Chennai - 600020**

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, including Addenda No.: ***[insert the number and issuing date of each Addenda]***
(b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services ***[insert a brief description of the Goods and Related Services]***
(c)	The total price of our Bid, excluding any discounts offered in item (d) below, is: ***[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]***
(d)	The discounts offered and the methodologies for their application are: Discounts. If our bid is accepted, the following discounts shall apply. ***[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]***
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.17.1, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.41 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.43;
(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]***

ANNEXURE-XI

Tender No.:

Certificate of Local Content

We M/s. _____ **(Name of Bidder)** hereby certify that we meet the minimum Local content for the Goods and services offered vide our offer/bid No. _____dated _____ as specified below:

➢ Class-I Local Supplier with local content of 50% and above
OR
➢ Class-II Local Supplier with local content of 20% and above but less than 50%
OR
➢ Non-Local Supplier (less than 20% value addition)

(Tick appropriate category of Local Supplier)

We are not claiming the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Signed : **[insert signature of person whose name and capacity are shown]**
In the capacity of **[insert legal capacity of person signing the Bid Submission Form]**

Name : **[insert complete name of person signing the Bid Submission Form]**

Duly authorized to sign the bid for and on behalf of: **[insert complete name of Bidder]**

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

ANNEXURE-XII

Tender No.:

Certificate of Price break up of Local Content
(to be enclosed along with Price Bid)

We M/s. _____ **(Name of Bidder)** hereby certify that we meet the minimum Local content for the Goods and services offered vide our offer/bid No. _____ dated _____ as specified below:

➢Class-I Local Supplier with local content of 50% and above
OR
➢Class-II Local Supplier with local content of 20% and above but less than 50%
(Tick appropriate category of Local Supplier)

Minimum Local content is _____ % as per Price break up given below:

Component of Cost		Imported Product		Domestic value addition to product	
		In Foreign Currency US% or specify	In Rupees Exchanged Rate 1 US$ - Rs.	In Rupees	Location of value addition
Goods					
i.	Material				
ii.	Equipment				
	Total Quoted Price = [X + Y]				

% Local Content =(Y/(X+Y))*100

We are not claiming the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as Local value addition.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

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 _____,

ANNEXURE XIII

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

……..

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)
…….
Name and designation of the officer
…….
Seal, name & address of the Bank and address of the Branch

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

ANNEXURE XIV

ACCEPTANCE CERTIFICATE FORM

No. Dated

M/s. _____
_____
_____

Sub: Certificate of commissioning of equipment (Computer/Server, etc.)

---

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 Started Date

(h) Training Completed Date

(i) Names of People Trained

(j) Actual date of completion of installation/commissioning_____

(k) Penalty for late delivery(at Lab./Instts. level)Rs._____

(l) Penalty for late installation (at Lab./Instts. level Rs._____

Details of accessories/items 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 has fulfilled his contractual obligations satisfactorily

(or)

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

(a) ……

(b) ……..

(c) ……

(d) ……..

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

For Supplier	**For Purchaser**
Signature ……..	Signature……..
Name ……..	Name……..
Designation ……..	Designation……..
Name of the firm……..	Name of the …….. Lab./Instt.
Date ……	Date……..

ANNEXURE XV

Format of Integrity Pact

Between
Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as "The Principal".

And ……herein 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 singed 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)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place……	Place……
Date……..	Date……..

Witness 1:(Name & Address): _____

Witness 2::(Name & Address): _____

ANNEXURE -XVI

SELF CERTIFICATION WITH REGARD TO THE BIDDER LAND BORDER WITH INDIA

With reference to Clause No. 1.1.9 of this tender and GoI Ministry of Finance Order No.: F. No. 6/18/2019-PPD dated 23rd July, 2020 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)" & OM No. F. No. 18/37/2020-PPD dated 8th February, 2021 and as amended from time to time on the date of issue of Tender:

It is certified that

- We are not a bidder of a country which shares a land border with India.

  OR

- We are a bidder of a country which shares a land border with India, however, we are eligible to bid in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD dated 23rd July 2020. Copy of valid registration is attached.

Tick as applicable

Place: Date:

Authorised Signatory Name:
Company Seal

ANNEXURE -XVII

Self-Certification regarding Non-blacklisting and non-debarment by any Govt. buyer in the last one year

Tender No: _____ Date _____

To,
The Director,
CSIR-CLRI
Sardar Patel Road, Adyar
Chennai - 600020

Sir,

I hereby certify that, we have not been blacklisted / debarred by any Central Govt. / Ministry / Dept. / Central Govt. Autonomous institutions in the last one year. I understand that if the above undertaking is found to be false it will be violation of code of integrity.

For and on behalf of **(Name of firm/entity)**
Authorized signatory (To be duly authorized by the Board of Director)

ANNEXURE XVIII

ELECTRONIC CLEARING SERVICE (Credit Clearing)/ REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

DETAILS OF ACCOUNT HOLDER

NAME OF THE INSTITUTION	CSIR- Central Leather Research Institute (**CLRI**)
COMPLETE CONTACT ADDRESS	**The Director** CSIR- Central Leather Research Institute (**CLRI**), Adyar, Chennai-600020, India
TELEPHONE NO./FAX NO.	TELEPHONE NO: 044-24437158/24437273 Fax:+91-44-24912150
E-MAIL ID OF THE **FO/AO/REG/DIR**	director@clri.res.in, directorclri@gmail.com

BANK ACCOUNT DETAILS

INSTITUTION ACCOUNT NAME (AS PER BANK RECORD)	CENTRAL LEATHER RESEARCH INSTITUTE
ACCOUNT NO.	30225127043
IFSC CODE	SBIN0013361
BANK NAME (in full)	STATE BANK OF INDIA
BRANCH NAME	SME BRANCH
COMPLETE BRANCH ADDRESS	STATE BANK OF INDIA, NO.5 Ist Cross st, Kasturba Nagar, Adyar, Chennai-600020
MICR NO.	600002185
ACCOUNT TYPE	SAVINGS BANK ACCOUNT