



## सीएसआईआर-केन्द्रीय सड़क अनुसंधान संस्थान

CENTRAL ROAD RESEARCH INSTITUTE

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH

दिल्ली-मथुरा रोड, नई दिल्ली - 110025

Mathura Road, P.O. CRRRI, New Delhi - 110 205(INDIA)

Tel. 91-011-26310530, 26832173, Fax No: 26310530, 26845943, 26830480

Website [http:// www.crridom.gov.in](http://www.crridom.gov.in) Email: [spo.crrri@nic.in](mailto:spo.crrri@nic.in)



File No. 26(120)/3944/2022-23/Pur

Dated: 20/01/2023

### निविदा आमंत्रण सूचना NOTICE INVITING TENDER

निदेशक, सीएसआईआर -सीआरआरआई (सेंट्रल रोड रिसर्च इंस्टीट्यूट), नई दिल्ली, भारत प्रतिष्ठित तकनीकी विशेषज्ञ एजन्सियों से विशिष्ट वैज्ञानिक और तकनीकी सेवाओं के लिए" सेंट्रल पब्लिक प्रॉक्यूरमेंट पोर्टल" (CPPP) के माध्यम से ई-टेंडर आमंत्रित करता है। आपसे अनुरोध है कि ई टेंडर के माध्यम से उल्लेखित समय अवधि के भीतर अपनी ऑनलाइन कोटेशन प्रस्तुत करें। बिड जमा करते समय, कृपया नियमों और शर्तों को ध्यान से देखें। आपके प्रस्ताव के साथ आवश्यक दस्तावेज़ भी प्रस्तुत किए जाने चाहिए।

Director, CSIR-Central Road Research Institute (CRRRI), New Delhi, INDIA invites e-tenders through "Central Public Procurement Portal" for Specialized Scientific and Technical Services from reputed technically expert agencies. You are requested to submit your online Quotation through e-tender within the stipulated time period as mentioned in the e-tender portal/notice. While submitting bid, please note the terms and conditions carefully. Required documents should also be submitted along with your offer.

	वैज्ञानिक और तकनीकी सेवाओं का नाम Name of Scientific & Technical Services	Quantity / मात्रा	बोली का प्रकार / Type of Bid	बोली प्रतिभूति / Bid security
1.	Survey related to Land Use Inventory Survey (detailed specifications as per Scope of Work of Chapter-I	As per Chapter -I	Two Bid System	बोली सुरक्षित करने की घोषणा Bid Securing Declaration

2. उपरोक्त इंगित की गई तारीख और समय के अनुसार सभी ई-बोलियों को इलेक्ट्रॉनिक मोड में प्रस्तुत किया जाना चाहिए। बिडर्स के प्रतिनिधियों की उपस्थिति में ई-बिड्स को खोला जाएगा, जो निर्दिष्ट तिथि और समय पर भाग लेने के लिए सहमति देते हैं। यदि बोली प्राप्त करने और खोलने के लिए निर्दिष्ट तारीख को क्रेता के कार्यालय में आवकाश घोषित किया जाता है, इस परिस्थिति में ई-बिड जमा करने और ई-बिड्स खोलने की नियत तारीख तथा नियत समय अगला /आगामी कार्य दिवस होगा।

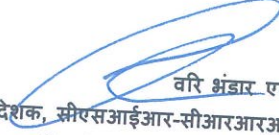
All e-bids must be submitted through electronic mode as per the date and time indicated above. E-bids will be opened electronically in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of e-bids and opening of e-bids will be the following working day at the appointed time.

03. सभी बोलियों को ऊपर बताए अनुसार एक बोली प्रतिभूति घोषणा के साथ प्रस्तुत करना चाहिए और तकनीकी बोली के साथ अपलोड किया जाना चाहिए।

All bids must be accompanied with the a Bid Securing Declaration as specified above and must be uploaded along with technical bid.

04. निदेशक, सीएसआईआर-सीआरआरआई के द्वारा जारी की गई प्रस्ताविका, एकसा मा बाला को स्वीकार करने या अस्वीकार करने, सभी निविदाओं को पूर्ण रूप से अथवा आंशिक रूप से स्वीकार करने अथवा सभी निविदाएँ को या तो पूर्ण रूप से या आदेश को विभाजित करने के लिए, अथवा बिना किसी कारण बताए बोली प्रक्रिया को रद्द करने का अधिकार रखता है।

The Director, CSIR-CRRI (Central Road Research Institute, New Delhi, reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

  
वरि भंडार एवं क्रय नियंत्रक  
निदेशक, सीएसआईआर-सीआरआरआई की ओर से  
Sr. Controller of Stores & Purchase  
For and on behalf of Director, CSIR-CRRI, New Delhi-25

## **CRITICAL DATE SHEET**

DATE

Bid Published Date	
Bid Document Download	Details as per Critical dates uploaded on CPPP
Bid Submission Start Date	
Bid Submission End date	
Bid opening date	

## **PROCUREMENT PLANNING**

<b>Sl.No</b>	<b>Stage</b>	<b>Tentative Time Frame</b>
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

## **CONENTS**

<b>Scope of Work</b>	<b>Chapter I</b>	<b>5</b>
<b>Instruction to Bidder</b>	<b>Chapter II</b>	<b>6 to 17</b>
<b>General Terms and Conditions</b>	<b>Chapter III</b>	<b>18 to 20</b>
<b>Special Terms and Conditions</b>	<b>Chapter IV</b>	<b>21 to 22</b>
<b>Formats</b>	<b>Chapter V</b>	<b>23 to 30</b>

**TERMS OF REFERENCE**

- A) **Title of work:** Field Surveys(Noise) related to Noise Mapping, identification of Hot Spot, Violating Prescribed Norms and Mitigation Plan for Ensuring Compliance of Noise Pollution in Gujarat
- B) **Precise statement of objective:** Noise Study for Noise Mapping. Identification of Hot Spot, Violating Prescribed Norms and Mitigation plan for Ensuring Compliance of Noise Pollution Rules 2000 in Ahmedabad, Surat, Vadodara and Rajkot. Gujarat
- C) **Eligibility Criteria :**
- (1) The agency should have one years of similar experience in conducting traffic and Household Survey(mentioned above) for the assigned work of Government/Public sector /Private organization. (Copy of the work order to be enclosed).
  - (2) Agency will be responsible for Safety of all enumerators during survey period.
- D) **Support or input to be provided by CRRI :** CRRI will provide the study area map, survey Performa (Sample), and the necessary permissions for conduct of surveys but the printing of all type of survey Performa has to be carried by service provider only
- E) **The final output that will be required of the consultant :**  
The output should require in Excel Sheets as mentioned in the scope of work
- F) **Estimated duration required for completion of work and submission of reports/results :**
- City will individual survey Data to be submitted immediately after 7 days completion of the Survey
  - Over all survey data to be submitted to CRRI within 20 days of last survey date.
- G) **Schedule for completion of tasks :** 30 days

**SCOPE OF WORK**

1.	<b>Land use Inventory and Noise Survey :</b> Lad use inventory surveys " To Study the Noise Mapping, identification of Hot Spots and Mitigation Plan for Control of Noise Pollution" to be conducted at road network in the whole city of Ahmedabad, Vadodara, Surat and Rajkot. The Scope of the work for Land use Inventory and Noise Studies is listed below: Scope of the Work:	
	<b>A. Noise Study (400 Locations)</b> <ul style="list-style-type: none"> <li>• Noise Survey in Four Cities (24 Hours) at 40 Locations Overall</li> <li>• Noise Survey in Four Cities (1 hour) at 360 Locations Overall</li> </ul> Scope of the Work: 1) To Monitor various noise parameters (L1, L10, L50, L90, SEL, Leq, Lmax Lmin) at 400 locations in Four Cities 2) Noise barrier related Survey	<ul style="list-style-type: none"> <li>• Ahmedabad 116 Locations</li> <li>• Vadodara 100 Locations</li> <li>• Surat 96 Locations</li> <li>• Rajkot 88 Locations</li> </ul>
	<b>B. Land Use Inventory Survey (300 Kms)</b> <ul style="list-style-type: none"> <li>• Land use Inventory Surveys (Residential, Commercial, Institutional, Industrial Recreational and other land use) to be collected at identified road network in the whole city of Ahmedabad, Vadodara, Surat and Rajkot to be collected using the Standard Performa of CSIR-CRRI</li> </ul>	<ul style="list-style-type: none"> <li>• Ahmedabad</li> <li>• Vadodara</li> <li>• Surat</li> <li>• Rajkot</li> </ul>
	Payment terms: 100 % after successful execution of contract for all the locations and on submission of data reports and after acceptance of the same by PL. In respect of all the locations no partial payment will be made.	

## CHAPTER -II

### INSTRUCTIONS TO BIDDERS

	<b>पात्र बोलीदाता Eligible Bidders</b>
1.	<p>1.1. This Invitation for Bids is open to all supplier's registered on <a href="http://www.etenders.gov.in">www.etenders.gov.in</a></p> <p>1.2 A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.</p> <p>1.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under: (a) In case of proprietary MSE, proprietor(s) shall be SC/ST. (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit. (C) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.</p> <p>1.4 MSEs owned by women shall also be determined as per the above analogy/criteria.</p> <p>1.5 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.</p> <p>1.6 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.</p> <p>1.7 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process</p>
2.	<p><b>Cost of Bidding</b> 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.</p>
3.	<p><b>Code of integrity</b> 3.1.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.</p> <p>3.2 <b>Code of integrity for Public Procurement:</b> The Purchaser as well as bidders,</p>

suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

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

ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **“anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **“coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

### 3.3 Obligations for Proactive disclosures

i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country

	<p>during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;</p> <p>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.</p> <p><b>3.4 Punitive Provisions</b></p> <p>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:</p> <p>i) <b>If his bids are under consideration in any procurement:</b></p> <ul style="list-style-type: none"> <li>a) Forfeiture or encashment of bid security;</li> <li>b) Calling off of any pre-contract negotiations; and</li> <li>c) Rejection and exclusion of the bidder from the procurement process.</li> </ul> <p>ii) <b>If a contract has already been awarded</b></p> <ul style="list-style-type: none"> <li>a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;</li> <li>b) Forfeiture or encashment of any other security or bond relating to the procurement;</li> <li>c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.</li> </ul> <p>iii) <b>Provisions in addition to above:</b></p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</li> </ul>
4.	<p><b><u>Clarification of Tender Documents</u></b></p> <p><b>4.1</b> 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" on <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> 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.</p> <p>The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser as corrigendum on <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.</p>

5.	<p><b><u>Amendment of Tender Documents</u></b></p> <p>5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments. The modified tender document would also be made available at <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> as a corrigendum.</p> <p>5.2 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 and on <a href="http://www.etenders.gov.in">www.etenders.gov.in</a>.</p>
6.	<p><b><u>Preparation of Bids</u></b></p> <p><b><u>Language of Bid</u></b></p> <p>6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However of GOI makes it mandatory under Rajbhasha Abhniyam in that case views of Rajbhasha unit of CSIR may be sought</p> <p>6.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
7	<p><b><u>Documents Comprising the Bid</u></b></p> <p><b>The bid prepared by the Bidder shall include:</b></p> <ul style="list-style-type: none"> <li>(a) Bid Securing Declaration – Form a</li> <li>(b) Bidder Information Form – Form b</li> <li>(c) Acceptance to the Scope of Work &amp; Technical Services – Form c</li> <li>(d) Declaration by the bidder for code of integrity and conflict of interest – Form(D)</li> <li>(e) Bid form – Form – e</li> <li>(f) Price Schedule Form –BOQ</li> <li>(g) Undertaking – Form –(g)</li> <li>(h) Tender acceptance letter –(h)</li> <li>(i) Valid GST Registration</li> <li>(k) Company's PAN Registration</li> <li>(L) Eligibility Criteria documents as per Chapter –I</li> </ul>
8	<p><b><u>Bid form and price schedule</u></b></p> <p>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.</p>
9	<p><b><u>Bid Prices</u></b></p> <p>9.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices it proposes to provide under the contract.</p> <p>9.2 The price quoted shall remain fixed during the contract period and shall not vary on any account.</p>
10	<p><b><u>Bid Currencies</u></b></p> <p>Prices shall be quoted in Indian Rupees for offers received for S&amp;T Services within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.</p>
11	<p><b><u>Documents Establishing Bidder's Eligibility and qualifications</u></b></p> <p>11.1 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.</p>



	11.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that; The bidder meets the qualification criteria listed in bidding documents, if any. Conditional tenders shall not be accepted
12	<b>Documents Establishing Services Eligibility and Conformity to Bidding Documents</b>
	12.1 To establish the conformity of the services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:  (a) A detailed description of the essential technical and performance characteristics of the services;  (b) 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.
	12.2 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.
13	<b>Period of Validity of Bids</b>
	13.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	13.2 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. A Bidder granting the request will not be required nor permitted to modify its bid.
	13.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
14	<b>Format and Signing of Bid</b>
	14.1 The bids must be submitted through online E-Bid only.
	14.2 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.
	14.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
15	<b>Submission and sealing of Bids</b>
	The Bidder's should submit their duty encrypted bids on <a href="http://www.etendes.gov.in">www.etendes.gov.in</a> 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. <b>(bids received by FAX/email shall not be considered for evaluation)</b>
16	<b>Deadline for Submission of Bids</b>
	16.1 Bids must be uploaded on <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> against the relevant Tender ID before the due date and time.
	16.2 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 <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> against the relevant Tender ID.
	16.3 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.
	16.4 <u>Opening of Bids by the Purchaser</u> 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.
17	<b>Confidentiality</b>
	17.1 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.
	17.2 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.
18	<b>Clarification of Bids</b>
	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.
19	<b>Preliminary Examination</b>
	19.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.
	19.2 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. All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny: (i) The Bid is unsigned. (ii) The Bidder is not eligible. (iii) The Bid validity is shorter than the required period. (iv) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule. (v) The tenderer/bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
20	<b>Responsiveness of Bids</b>
	20.1 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

	<p>bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:</p> <p>(a)affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or</p> <p>(b)limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or</p> <p>(C)if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</p>
	20.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
22.3	20.3 If a bid is not substantially responsive, it will be rejected by the CSIR-CRRRI and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
21	<b>Non-Conformity, Error and Omission</b>
	21.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
	21.2 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.
	21.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: <p>a)The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the have been accepted by the Bidder without any material deviation or reservation.</p> <p>b)The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance, to confirm that all requirements specified in the Bidding Documents have been met without any material deviation or reservation.</p> <p>c) If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive, it shall reject the Bid.</p>
22	<b>Conversion to Single Currency</b>
	22.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate notified in <a href="http://www.xe.com">www.xe.com</a> or <a href="http://www.rbi.org">www.rbi.org</a> or any other website could also be used by the purchaser. <p>(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;</p> <p>(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</p> <p>(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.</p>
	22.2 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.

23	<b>Evaluation and comparison of bids</b>
	23.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
	23.2 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.
	23.3 The bids shall be evaluated on the basis of final landing cost.
	24.4 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid.
24	<b>Contacting the Purchaser</b>
	24.1 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.
	24.2 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.
25	<b>Post qualification</b>
	25.1 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.
	25.2 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.
	25.3 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.
26	<b>Award Of Contract</b>
	<b>Negotiations</b>
	There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of limited quotations. 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
27	<b>Award Criteria</b>
	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.
28	<b>Purchaser's right to accept Any Bid and to reject any or All Bids</b>
	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.
29	<b>Order Acceptance</b>
	29.1 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.
	29.2 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. Even after extension of time, if the order confirmation is 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.
30	<b>Code of integrity</b>
	30.1 Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a

	<p>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:</p> <ol style="list-style-type: none"> <li>a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;</li> <li>b) Forfeiture or encashment of any other security or bond relating to the procurement;</li> <li>c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.</li> <li>d) Provisions in addition to above: <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</li> </ol> </li> </ol>
31	<p><b>Joint Venture, Consortium or Association</b></p> <p>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.</p>
32	<p><b>Suppliers' Responsibilities</b></p> <p>32.1 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.</p> <p>32.2 <b>Use of Contract Documents and Information</b>  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.  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. 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.</p>
33	<p><b>Patent Indemnity</b></p> <p>33.1 The Supplier shall, subject to the Purchaser's compliance, 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</p>

	<p>33.2 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.</p>
	<p>33.3 <b>Performance Security</b>  <b>PBG @ 3% of Contract Value should be submitted by the successful bidder within 14 days from the date of acceptance of order valid of three Months.</b></p>
	<p>33.4 Within 14 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in valid till 90 days after the warranty period. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>33.5 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.</p> <p>33.6 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.  The Performance security shall be in one of the following forms:  (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.  <b>Or</b>  (b) NEFT/RTGS in favour of the Director, CSIR-CRRI, New Delhi  The performance security will be discharged by the Purchaser and returned to the Supplier not later than 90 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise without levy of any interest.  In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 90 days thereafter.  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.   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.</p>
34	<b>Delivery and Documents</b>

	Delivery of the 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.
35	<b>Terms of Payment</b>
	35.1 The method and conditions of payment to be made to the Supplier shall be on bill basis after satisfactory performance of ordered services and certification by user scientist.
	35.2 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 and upon fulfillment of other obligations stipulated in the contract.
	35.3 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.
	35.4 Payment shall be made in currency as indicated in the contract
	35.5 TDS/IT/ GST TDS and Surcharge as applicable, from time to time will be deducted from your bill.
	35.6 Bill may be raised in triplicate duly affixing a revenue stamp of Rs. 1/- on original copy.
	35.7 Copy of Pan No. may be sent alongwith Bill.
36	<b>Change Orders and Contract Amendments.</b>
	36.1 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) Drawings, designs, or specifications, (b) The Services to be provided by the Supplier. (c) The delivery schedule
	36.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
	36.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties
37	<b>Extension of time.</b>
	37.1 Delivery/Performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser
	37.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery/ performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
	37.3 Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.
38	<b>Penalty clause</b>
	Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver/ 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 of the unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage as decided by this Institute. Once the maximum is reached, the Purchaser may consider termination of the Contract
39	<b>Force Majeure</b>

	39.1	Notwithstanding the provisions relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	39.2	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.
	39.3	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.
	39.4	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 90 days, either party may at its option terminate the contract without any financial repercussions on either side.
40	<b>Settlement of Disputes</b>	
	40.1	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.
	40.2	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. .
	40.3	The dispute settlement mechanism/arbitration proceedings shall be concluded as under: (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
	40.4	The venue of the arbitration shall be the place from where the purchase order or contract is issued.
41	<b>Notices</b>	
	41.1	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.
	41.2	A notice shall be effective when delivered or on the notice's effective date, which ever is later.
	41.3	PBG of 3% of Contract Value should be submitted by the successful bidder within 14 days from the date of acceptance of order valid of three months



42	<p><b>Payment Criteria</b></p>
	<p>42.1 <b><u>Payment for Services supplied from Abroad:</u></b></p> <p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.- <b>Not applicable</b></p> <p><b><u>Payment for Services supplied from India:</u></b>          The payment shall be made in Indian Rupees, as follows:</p> <p><b>On bill basis after satisfactory completion and performance of services and duly certified by the concerned / user division.</b></p> <p><b>Note:</b>          All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc. GST- TDS), wherever applicable.</p>
	<p>42.2 The penalty shall be as per the General Terms and condition sr. no 9</p>

CC

**CHAPTER -III**  
**GENERAL TERMS AND CONDITIONS (GCC)**

1. All e-bids must be submitted through electronic mode as per the date and time indicated above. E-bids will be opened electronically in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of e-bids and opening of e-bids will be the following working day at the appointed time.
2. Participation in this tender is by invitation only and is limited to the selected procuring entity's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of procuring entity and apply for registration as per procedure on Central Public Procurement Portal (e-procurement) <https://etender.gov.in> On completion of registration, log in ID may be sent by mail along with your company profile and details of product list.
3. **The following documents should invariably be enclosed along with the quotation:**
  - (i) Documents Comprising the Bid**
    - (a) Bid Securing Declaration – Form a
    - (b) Bidder Information Form – Form b
    - (c) Acceptance to the Scope of Scientific & Technical Services – Form c
    - (d) Declaration by the bidder for code of integrity and conflict of interest – Form
    - (e) Bid form – Form – e
    - (f) Price Schedule Form –BOQ
    - (g) Undertaking – Form –(g)
    - (h) Tender acceptance letter –(h)
    - (i) Valid GST Registration
    - (k) Company's PAN Registration
    - (L) Eligibility Criteria documents as per Chapter –I
  - (ii) The Bid will be rejected if :**
    - The Bid validity is shorter than the required period.
    - The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
4. The suppliers are required to furnish a certificate stating that the rates quoted are reasonable and standard and not higher than those charged to other Government Departments/ Public Sector Undertakings and other CSIR Laboratories. If at a later date, if it is found that similar type of services were rendered to other Institutions during the same period at a lesser cost, the difference amount, with penal interest, thereon will be recovered from the supplier. If the vendor have provided identical or similar S&T services to other CSIR Labs/Instt., the details of such S&T services for the preceding three years shall be given together with the prices eventually or finally paid.
5. The bidder should quote the rates of the items in figures as well as in words. In case of any disputes/ambiguity and the rates quoted in words/figures, the higher value quoted either of the two shall be considered.

CC

6. The quotations shall be valid for a minimum period of 90 days from the date of opening of the tender.
7. Delivery : Specific delivery period for completion of S&T Services must be mentioned as per the schedule for completion of task required by CRRI. No extension for completion of S&T services beyond this period will be granted.
8. The penalty shall be 0.5% per week towards late delivery & towards delay in completion of S & T Services subject to the maximum of 10% of the total value of the Purchase order.
9. Any dispute arising out of this contract, shall be referred to the sole arbitration of DG, CSIR or his nominee. The award of arbitration shall be final and binding on the parties.
10. Conditional quotations shall not be accepted.
11. All the corrections and alterations made in the quotations must be duly countersigned by the authorized signatory, without which quotation will not be considered.
12. The right of acceptance of the tender rests with the Director, CSIR- CRRI, New Delhi, who does not bind himself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received, without assigning any reason thereof.
13. In the event of award of S & T service contract to the agency / Consultant IT/TDS / GST TDS as applicable shall be deducted from the bill amount.
14. Payment : 100% payment on bill basis will be made through RTGS only after satisfactory completion of S&T services and submission of report/data/design, etc. and certification by end user.
15. In case the order confirmation is not received within 14 days, it shall be presumed that the vendor has not accepted the order.
16. Force majeure as may be deemed fit will be made applicable for this Contract.
17. The place of jurisdiction is New Delhi
18. The Director, CSIR-CRRI, New Delhi India reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons there for.
19. Bid Security / Bid security declaration
  - a) The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount \_\_\_ as specified in the Invitation for E-bids. In the case of foreign bidders , the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

b) Bidders are requested to sign a bid securing declaration, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of time specified in the request for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with the Procuring entity.

20. **Performance Security – PBG @ 3% of Contract Value** should be submitted by the successful bidder within 14 days from the date of acceptance of order valid of three months.

## CHAPTER -IV

### Special Conditions of Contract(SCC)

1. This procurement of S&T service provided to CRRRI by the S&T Service Provider Agency / Consultant shall not be on partnership or shall not be contracted as any partnership for any R&D activities / event of CRRRI.
2. The beneficiary of the report and its result generated / paper published out of these S&T service shall be CRRRI only.
3. Relevant law prevailing in India for S&T services shall be applicable and irrevocable on the S&T Service Provider Agency / Consultant.
4. S&T Service Provider shall be wholly responsible any loss of equipment or instruments, man power deployed by him. Moreover S & T Service Provider shall also be responsible for field unit / collection of samples from the field and report must be submitted within stipulated time frame.
5. S&T Service Provider Agency / Consultant should furnish an understanding that the ordered S&T services shall be provided / completed within stipulated given period from the date of receipt of S&T order.
6. S&T Service Provider Agency / Consultant shall use optimum endeavors to carry out services with reasonable risk , responsibility, skill and care.
7. S&T Service Provider Agency / Consultant shall be held responsible for delay in field survey and data as well as submission of ordered report / results to CRRRI.
8. Report / Data/ results should be provided to CRRRI in hard copy as well as in accessible electronic medium duly authenticated.
9. S&T Service Provider Agency / Consultant should not infringe or breach any law prevailing in India and shall be liable for fraud or illegal activities if found in disclosing or publishing analysis, result/ or data to other sources.
10. Intellectual Property Rights for sample survey or report generation / submission / publication shall of CRRRI only.
11. S&T Service Provider Agency / Consultant shall not ask in any case for escalation or increase in the rates quoted during contract period. No extra amount other than quoted in the price bid shall be paid by v to S & T Service Provider.
12. CRRRI will have all copyrights, designs, patent right for publication of report in all cases.
13. S&T Service Provider Agency / Consultant should keep all samples, analysis, data and report confidential and should not be disclosed to any third / outside party.
14. For the Non-completion of work within given time by the CRRRI Project Leader , an extension of the delivery period will be granted upon written request from Service Provider. However subject to imposition of penalty clause. CRRRI shall not make any payment for the additional period required for completion of task.
15. IT/TDS will be deducted as per applicable rates.
16. This contract shall be terminated at any time without any reason by giving of one month notice to you.
17. Successful bidder shall have to complete / execute this work as per prevailing terms and conditions at the field and no conditions shall be entertained from company's end.
18. It shall be entirely service provider's responsibility to arrange all the required manpower, materials etc at your own cost. Moreover it is advised to take safety precaution while drilling the borehole.

**Criteria or Grounds for Summary Rejection of offers**

1. Bids should be valid minimum for 90 days from the date of opening. In case bid validity is less than 90 Days then that bid will be rejected
2. Late submission of bid will result in rejection.
3. Any conditional clause in S& T Service Provider Bid which is not as per CRRI tender shall be rejected.
4. If offered specifications is not as per CRRI tender and if there is material deviation and or are sub-standard, such offer shall be rejected.
5. Bidder is not eligible
6. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry

**Points on which clarifications from suppliers can be sought**

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

Formats

**Bid Securing Declaration Form (Form a)**

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

Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We, The undersigned, declare that:

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

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

- (a) Have withdrawan/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) Having been notified of the appeptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, of 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 (inser legal capacity of persong signing the Bid securing Declaration).

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

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

Dated on \_\_\_\_\_ Day of \_\_\_\_\_ (insert date of signig)

Corporate Seal (Shere 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)

5

**Bidder Information Form (Form b)**

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]

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
(1) 6. 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]
7. 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, in accordance with ITB Sub-Clauses 4.1 and 4.2.

Signature and Seal of the

Service Provider

/Bidder.....

Place:

Date:



CC

**Acceptance to the Scope of Scientific & Technical Services (Form c)**  
(To be typed on Company's Letter Pad)

Sr. No.	CRR I, Scope of Scientific & Technical Services	Vendor Quoted for Scientific & Technical Services	Deviations to CRR I requirement if any,	Reasons for deviations	Special Remarks, if any,
1.	2.	3.	4.	5.	6.

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

Place :

Date :

CC

**Format for declaration by the Bidder for Code of Integrity & conflict of interest (Form D)**

**(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 Seal

**Bid Form (Form e)**

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

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for Bids] Invitation for Bid No.: [insert No of IFB]

To: [insert complete name of Purchaser]

**We, the undersigned, declare that:**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to provide Scientific and Technical Specialized Services in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- (d) The discounts offered and the methodology for their application are:  
**Discounts.** If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]
- (e) Our bid shall be valid for the period of time specified in tender document from the date fixed for the bid submission deadline in accordance with the tender, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (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.")**
- (k) 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.
- (l) 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]

CC

**TERMS AND CONDITIONS -PRICE SCHEDULE (AS PER BOQ)**

**Following Terms & Conditions in respect of BOQ (shall be filled on letter head of the bidder)**

1. Cost quoted are inclusive of Transportation, incidental charges, duties, taxes etc. – **Agreed**
2. Payment shall be made after completion of entire work after submission of invoice by the supplier and duly certified by CRRI user & Engineers. – **Agreed**
3. TDS/IT, GST-TDS and Surcharge as applicable, from time to time will be deducted from bill. – **Agreed**
4. Bill shall be raised in triplicate duly affixing a revenue stamp of Rs. 1/- on original copy. – **Agreed**
5. Penalty Clause: Mentioned Penalty Clause shall be binding. – **Agreed**
6. All the documents as per tender document GCC SI no. 4 are enclosed. – **Agreed**
7. Validity of Quotation : 90 Days from the date of tender opening. – **Agreed**
8. All the terms and conditions of tender enquiry are acceptable. – **Agreed**
9. All applicable laws related with this kind of work shall be binding on service provider. – **Agreed**
10. Accepted that this work shall be carried out as per prevailing terms and conditions at the field and no conditions shall be put forth from company's end. – **Agreed**
11. It shall be entirely service provider's responsibility to arrange all the required manpower, materials etc . Moreover all safety precaution while carrying out the Survey as per scope of work shall be taken by service provider. – **Agreed**
12. All the General terms and conditions and Special terms and conditions of this tender are acceptable. – **Agreed**

(Signature of Authorized Signatory &  
Seal of Company)

## Undertaking (Form g)

**TENDER FOR Procurements of Scientific & Technical Services** \_\_\_\_\_  
The Director  
CRRI- New Delhi

Dear Sir,

1. In respect to the tender dated \_\_\_\_\_ I/We herewith submit herewith tender form for the "Procurements of Scientific & Technical Services for - \_\_\_\_\_

2. I/We have thoroughly examined and understood terms and conditions of the tender mentioned and I/we agree to abide by them in full.

3. I/We offer to undertake the job of \_\_\_\_\_, and quoted the rates inclusive of all taxes etc. as per Tender Documents. It is agreed that no additional charges other than those mentioned in Commercial Bid would be payable to me/us.

4. I/We accept that the rate offered shall remain valid for a period of 90 days from the date of opening of tender. I/We further agreed that if the date up to which the offer will remain opened be declared as holiday for office then offer will remain open for acceptance till next working day.

5. I/We shall be bound by communication of acceptance of the offer dispatch within prescribed time.

6. I/We accept that the rights to accept or reject whole or part of the tender without assigning any reason is reserved with the Director, CRRI, New Delhi. The decision of the Director, CRRI, New Delhi will be final and shall be binding on me/us.

7. I/We agreed to undertake to "Procurements of Scientific & Technical Services for - \_\_\_\_\_ The work will be carried out within stipulated time as per the date specified in the supply order / work order.

8. I/We also agreed that the Director, CRRI, New Delhi / Tender Opening Committee / End User, has full rights to consider Bid only if Director, CRRI, New Delhi / Tender Opening Committee / End User satisfies with information contained in Bid. The decision of the Director, CRRI, New Delhi regarding this will be final and will be binding on me/us.

10. I/We hereby declare that all the Terms & Conditions made in this Tender form towards - job of \_\_\_\_\_ binding on me/us. I/We shall be bound by the act to my/our \_\_\_\_\_ authorized \_\_\_\_\_ representative Shri. \_\_\_\_\_ Whose

signature is appended here to in the place specified for the purpose and of any other person who in future may be appointed by me/us in his place to carry all the business of this concern/agency/firm. (The Intimation of the change will be informed to the CRRI, New Delhi.

The following documents duly filled in and signed are enclosed along with the tender. The photocopy of the Tender Document containing Technical Specification of the required specialized services & terms and conditions is retained by me/us for my/our information and record.

*Yours Faithfully*

Signature of the S& T Service Provider/Agency/Consultant

Capacity in which signing \_\_\_\_\_

Name and Address of the firm/supplier/tenderer \_\_\_\_\_

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

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

To,

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender,

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

Name of

Tender/Work: \_\_\_\_\_

Dear sir,

1. I/we have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
\_\_\_\_\_  
\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / we herby certify that I / we have read the entire terms and conditions of the tender documents from Page no. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide herby
- 3.
- 4.
5. by the terms / conditions / clauses contained therein.
6. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
7. I/ We herby unconditionally accept the tender conditions of above mentioned tender document (s)/ corrigendum(s) in its totality /entirety.
8. I / We do herby declare that our Firm has not been blacklisted / debarred by any Govt.
9. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department /organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

Signature of the Bidder,  
with Official Seal)