

	<p>सी.एस.आई.आर-संरचनात्मकअभियांत्रिकीअनुसंधानकेन्द्र CSIR-STRUCTURAL ENGINEERING RESEARCH CENTRE (ISO 9001 Organisation)</p>
	<p>(वैज्ञानिकतथाऔद्योगिकअनुसंधानपरिषद्/ Council of Scientific & Industrial Research)</p>
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LIMITED TENDER	

SPECIAL INSTRUCTIONS TO BIDDERS OF LIMITED TENDERS, STORES & PURCHASE DIVISION, CSIR - SERC, CHENNAI.

1. Please mention the Tender Reference Number and Tender ID of Government e-procurement system (e-tenders.gov.in) in all correspondence. **ONLY ON LINE TENDERS/BIDS THROUGH THE CENTRAL PUBLIC PROCUREMENT PORTAL e-tenders.gov.in IS ACCEPTABLE.**
2. It may kindly be noted that your bid should
 - a) be in _____ **part**
 - b) accompany Bid Security if specified **(Not applicable)**
 - c) On the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee valid for a period of 2 Months beyond the Warranty period.
3. The acceptance of the quotation will rest with the competent authority of CSIR-Structural Engineering Research Centre who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
4. Price quoted should be net and valid for a minimum period **of 90 days** from the date of opening of the quotation.
5. Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure. It may be noted that Conditional/Unsigned tenders shall not be considered.
6. The bidder must submit the applicable BOQ / Price Schedule Form as Annexed to the tender document available on the website.
7. **Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be uploaded wherever applicable.**

8. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.

9. **Reasonability of Prices:**

a) Please quote best minimum prices applicable for a premier Research Institution, leaving no scope for any further negotiations on prices.

b) A certificate should be given to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to CSIR-SERC to any other customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.

10. ~~I. In cases of agents quoting on behalf of their foreign manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: **(Not applicable)**~~

~~II. The foreign manufacturer directly or through one Indian agent on his behalf, or~~

~~III. Indian/foreign agent on behalf of only one principal.~~

~~IV. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. **Agency commission payable to the Indian Agent should be clearly indicated.** The Agency commission would be payable only in Indian Rupees after acceptance. **Not Applicable**~~

11. I. This lab/ Instt Is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are liveable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017.

II. GST @ 5% to be charged as per the notification no. 45/2017 and 47/2017 Department of Revenue, Ministry of Finance (Government of India) dated 14/11/2017 / Packing & forwarding charges should clearly be indicated wherever chargeable. However, on purchase of Scientific Instruments / Equipments, GST and Customs Duty exemption certificate will be issued for tax exemption.

III. Please provide the institutional discount as applicable to other CSIR Labs.

12. The mode of dispatch/transportation of the items must be by **Road only, (Within India)**
13. Quote for Free Delivery at CSIR - SERC, Taramani Chennai.
14. In case the items in the enquiry are covered by any rate contract or running contract finalized by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
15. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed. The delivery is urgently required. Minimum time required for delivery may be stated in the offer.
16. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
17. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, 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. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo. If a **Force Majeure** situation arises, the Supplier shall promptly notify the Purchaser in writing of such Conditions and the cause thereof. 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.
18. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
19. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable. Suppliers will have to make good the shortage, if any, which are revealed after opening the packages. The stores, which are spoiled or damaged during transit due to faulty packing etc., will have to be replaced by the suppliers. The product should have warranty for working condition and performance, service and replacement for a minimum period of 12 months from the date of acceptance, (3 year for equipment) replacement of spares/parts during warranty period should be done free of all

charges including to and fro freights, packing , forwarding and insurance charges etc., Any variation in specification/ model etc., be intimated and got approved before the supply.

20. TDS will be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.
21. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
22. **Payment Terms:** Payments will be made after successful Supply, installation and commissioning of ordered items. It will be made by RTGS through our bankers State Bank of India, Taramani, Chennai - 600113 only after receipt, installation and acceptance and compliance of all requirements as per purchase order. Please inform your Bank details for RTGS payment.

23. Settlement of Disputes

All disputes shall be settled in the courts of Chennai Jurisdiction only.

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.

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.

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

- a. If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination Of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to

be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award. The venue of arbitration should be the place from where the contract the has been issued.

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

I. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

II. The Purchaser shall pay the Supplier any monies due the supplier.
(Not applicable)

24. Conditional Tender: Conditional tender will not be accepted. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.

25. All the above instructions and our standard terms and conditions must be complied failing which your offer is liable for rejection.

26. As per Govt. of India procurement policies,

(a) The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is in the range of more than Rs. 2.50 lakhs and up to Rs. 200.00 Crores.

(b) The eligibility of the supplier is restricted to Indian Suppliers, ~~or there is no restriction on the eligibility of the suppliers.~~ **(retain any one only)**

(c) The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

27. Specific mention should be made whether the delivery will be from ex-stock.

28. Printed terms and conditions of the tenderers sent along with the tender, if any shall not be binding on SERC, if they are in full or in part are not consistent with the terms and conditions specified in the tender/ order.

29. The receipt of order should be acknowledged accepting the rates and other terms of supply indicated in the order. If no communication is received within 15 days or immediately as the case may be from the date of the order, it will be deemed that the order has been duly accepted by the supplier. The transit delay will not bind on us.

30. The supply should accompany packing list and delivery challan both in duplicate.

31. **As a bidder you should meet the following criteria.**

a) The bid is invited from local suppliers as per Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No.P-45021/2/2017-PP (BE-II) dated 04 June 2020 and 16th September 2020.

b) **Class – I Local supplier** – whose goods offered for procurement has local content equal to or more than 50% as defined below:

c) **Class – II Local supplier** – whose goods offered for procurement has local content more than 20% but less than 50% as defined below:

d) *'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier under this Order.

'Class-I Local supplier ' means a supplier or service provider whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for Class-I local supplier' under this Order.

e) **Local content** : Means the amount of value added in India, which shall, unless otherwise prescribed by Nodal Ministry, be the total value of item procured(Excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

f) In procurement of all Goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class- I local supplier ,as defined under the Order, shall be eligible to bid irrespective of purchase value.

Purchase Preference

- a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order purchase preference shall be given to 'Class-I local supplier in procurements undertaken by procuring entities in the manner specified hereunder.
- b) In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as ' Non-local supplier , as per following procedure:
 - i. Among all qualified bids, the lowest bid will be term L1.IfL1is'Class-I Local supplier, the contract will be awarded toL1
 - ii. If L1 is not 'Class I local supplier', the lowest bidder among the Class-I local supplier 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 L1price
 - iii. 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 supplier within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1bidder.
 - iv. 'Class-II local supplier "will not get purchase preference in any procurement, undertaken by procuring entities
 - v. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%

The bidder is required to indicate percentage of local content and provide self-certification that the items offered meet the local content requirement for Class –I Local Supplier /Class – II Local Supplier as the case may be. Further the bidders shall

also give details of the location(s) at which the local value addition is made.

A supplier who has been debarred by any procuring entity for violation of above cited order shall not be eligible for preference under above Order for procurement by any other procuring entity for the duration of the debarment.

32. Requirement of Registration (Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)

- a) If you are a 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 i.e Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
- b) "Bidder" (including the term 'tenderer',' consultant' or' service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) , every artificial juridical person not falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- c) Bidder from a country which shares a land border with India " for the purpose of above order/ this tender means:-
 - i. An entity incorporated, established or registered in such a country ; or
 - ii. A subsidiary of an entity incorporated , established or registered in such a country ; or
 - iii. An entity substantially controlled through entities incorporated , established or registered in such a country ; or
 - iv. An entity whose beneficial owner is situated in such a country: or
 - v. An Indian (Or other) agent of such an entity or
 - vi. A natural Person who is a citizen of such a country ; or
 - vii. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- d) The Beneficial owner for the purpose of (iii) above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through

one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-‘Controlling ownership interest’ means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company;

“ 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;

- ii. 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;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or Entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals.
 - iv. 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;
 - v. 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.
 - vi. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- e)** False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

f) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

g) Further the following certificate is to be submitted by the bidder

"I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder full fills all requirements in this regard and is eligible to be considered."

Date:

(Name & Signature of bidder)

(Where applicable, evidence of valid registrations by the competent Authority shall be attached)

(The orders from Ministry of Finance - Public Procurement Division and latest orders from Department for Promotion of Industry and Internal trade as modified from time to time will apply).