TENDER NO: NAL/PUR/APMF/RC/137/25 (S) **Date: 22-Oct-2026**

TENDER DOCUMENT

EMPANELMENT OF VENDORS FOR RATE CONTRACT FOR MANUFACTURING OF METALLIC AIRCRAFT PARTS (ALUMINIUM ALLOY)

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH NATIONAL AEROSPACE LABORATORIES PB NO.1779, HAL AIRPORT ROAD, BENGALURU – 560017 KARNATAKA-INDIA

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PB No.1779, HAL Airport Road, Bengaluru: 560 017,
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Invitation for e-Bids / Notice Inviting e-Tender

CSIR-National Aerospace Laboratories (CSIR-NAL), Bengaluru, India, is a premier research institution of the Council of Scientific and Industrial Research (CSIR), an autonomous organization of the Ministry of Science & Technology, Government of India, New Delhi. CSIR-NAL is a science-driven research, development, and consulting organization renowned internationally for its excellence in aerospace engineering and scientific research.

The Director, CSIR-NAL invites bids from experienced and qualified aerospace part manufacturers for empanelment under a Rate Contract for end-to-end manufacturing and supply of precision aerospace metallic aircraft parts (Aluminium Alloy).

Tender No.	Brief Description of CSP Services	Quantity	Bid Type	Mode of Procurement
NAL/PUR/APMF /RC/137/25(S)	A comprehensive, end-to-end services package, encompassing CNC Machining (3 axis and 5 Axis milling, turning), Conventional Machining, Jig Boring Dimensional Inspection (hand held instruments / CMM / Laser Tracker), NDT (DPT), Electroplating (Anodizing) and Primer, along with final delivery of aircraft parts FOR NAL.	Details as per BoQ	Single Stage Two Bid System	Open Tender [CPP Portal-Online]

1. **E-Bids are invited** through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, https://etenders.gov.in. A copy of the Tender Document is also available on CSIR-NAL website, www.nal.res.in. **The submission of e-Bids will be only through the e-Tender portal https://etenders.gov.in. BIDS WILL NOT BE ACCEPTED IN ANY OTHER FORM.**

2. All requests for information or clarifications regarding this bid document shall be submitted exclusively through the CPP Portal within the prescribed clarification/query period. ***No queries or requests for clarification sent directly to the office by email shall be entertained, except those specifically invited for the purpose of the pre-bid conference.***

3. The prospective bidders should adhere to due dates specified in Tender Details Screen corresponding to this tender on E-Tender portal https://etenders.gov.in.

4. **Pre-Bid Conference (PBC):** A Pre-Bid Conference (PBC) shall be held on the date, time, and venue specified in the tender document. Bidders are encouraged to attend the Pre-Bid Conference in person at the venue specified in the tender document. However, bidders who are unable to attend physically may participate through the online meeting link.

Pre-Bid Conference Details

Date & Time	2-Nov-2026, 11:00 AM (IST)
Venue	ICTD Valluri Auditorium, CSIR-NAL, HAL Airport Rod, Kodihalli, Bengaluru – 560 017
Online Link (if bidder cannot attend offline)	Link will be available on CSIR-NAL website.

5. **The Bid Security / Earnest Money Deposit (EMD)**

The Bid prepared by the Bidder shall include the following:

The Bid Security / Earnest Money Deposit (EMD) shall be submitted in the form of a **Bid Securing Declaration (BSD).** Bidders who are exempted from submission of EMD are **also required to submit the duly filled and signed BSD** along with their Technical Bid. Such exemption from submission of EMD shall not exempt the bidder from submission of the BSD.

6. **Non-Disclosure Agreement (NDA):** The Empaneled bidders shall submit a Non-Disclosure Agreement (NDA) in the prescribed format before commencement of contract. The NDA shall cover all confidential information, data, documents, records, and other information made available by CSIR-NAL during the course of contract execution.

The **Non-Disclosure Agreement (NDA)** shall be executed on a **Rs.500/- non-judicial stamp paper** and duly signed by the authorised signatory of the bidder. Compliance with the terms and conditions of the NDA shall form an integral part of the contractual obligations under the Contract. The format of NDA will be shared on award of contract.

7. **IMPORTANT NOTE: For MSME/ Start-up India/ MII Bidders**

The provisions relating to the Government of India's public procurement purchase preference policies, including but not limited to MSME, Start-Up India, Make in India, or any other policy presently in force, are outlined in the relevant clauses of this tender document. Any bidder seeking to claim exemption, preference, or benefit under such policies must submit, along with its bid, all relevant documents, certificates, and evidence required to establish eligibility for such benefits. The bidder must explicitly identify the specific policy provisions invoked and the nature of the benefit claimed, demonstrating compliance with the eligibility criteria detailed under the applicable policy. No benefits, preferences, or concessions beyond the scope of the stated policy or the bidder's entitlement thereunder shall be considered. If a bidder fails to claim such benefits and/or fails to submit requisite documentation supporting such claim at the time of bid submission, no further opportunity will be provided to the bidder to furnish such documents or revise the claim during any subsequent stage of the bidding process, and the claim shall be deemed forfeited and shall not be entertained thereafter.

8. The bids of those bidders failing to comply the following clauses will be summarily rejected.

(a) The bidders proposing to supply finished products directly/indirectly from Bidders of Countries sharing the land border with India should submit copy of registration done with the Ministry of Home Affairs and Ministry of External Affairs.

(b) If the products supplied are not from Bidders of Countries sharing Land border with India, the Bidders should enclose a declaration

(c) The debarment of a Bidder/Vendor in this tender, if any, is reciprocal of that Principal's Country, if it is Import.

9. This tender document has been prepared in alignment with the strategic objectives of CSIR-NAL's operations. Any terms, conditions, or clauses herein that appear irrelevant to the specific bidding context (e.g., online or offline mode or not relevant to the services being sought) may be ignored. Similarly, should any clause or term be interpreted as unduly restrictive, bidders are requested to bring it to the attention of the undersigned.

10. Vide CVC directions, the names and contact details of the **Independent External Monitors (IEMs)** are as below:

Shri Jagadip Narayan Singh, IAS (Retd.) C-54, Bharatendu Harischandra Marg, Anand Vihar, Delhi – 110 092 Email: jagadipsingh@gmail.com	Shri Arun Kumar Gupta, Ex-CMS, SCI 68B, Nandanvan CHS Sector 17 Nerul, Navi Mumbai – 400 706 Email: akg2629@gmail.com

11. The Director, CSIR-National Aerospace Laboratories (NAL), Bengaluru, India reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage without assigning any reasons there for.

sd/-

Stores & Purchase Officer

General Instructions to Bidders: -

01. For participation in e-procurement all bidders' (including Foreign bidders) need to enroll themselves in the CPP Portal (https://www.etenders.gov.in). Only enrolled/registered bidders' with the said portal can participate in the e-tendering process.

02. Tender documents may be downloaded from Central Public Procurement Portal https://www.etenders.gov.in. Aspiring Bidders' who have not registered in eprocurement can do the same at free of cost before participating through the website https://www.etenders.gov.in. Bidders' are advised to go through instructions provided at 'Instructions for Online Bid Submission'.

03. Tenderers' can access tender documents on the website (for searching in the NIC site https://www.etenders.gov.in. Kindly, go to the Tender Search option, select tender type and select 'Council of Scientific and Industrial Research', in organisation tab and select 'NAL-Bengaluru-CSIR', in department type. Thereafter, click on "Search", button to view all CSIR-NAL, Bengaluru tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website https://www/etenders.gov.in as per the schedule.

04. The Bidders' should have Java 8 update 231, version-32 bit, for uploading the bid in the CPP Portal.

05. The Purchase Division, CSIR-NAL, neither operates nor manages the CPP Portal where online bids are submitted and hence, will not be responsible for any technical issues related to the bid submission (*viz.,* being not being able to upload bid, blank/missing/part documents etc.,). If bid is incomplete on account of these, it will be treated as such and evaluated further. For any technical queries/issues related to online bid submission, Bidders' must directly approach support service of CPP Portal as per the details given on their website.

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CHAPTER - 1

INSTRUCTIONS TO BIDDERS - Table of Contents

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A Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of the bids and consequent award of contract. Instructions applicable for Import of Goods (Global Tender Enquiry) need not be applicable for Domestic Tender Enquiry and those may be ignored.

1.1. Eligible Bidders

1.1.1 This Invitation for Bids is open to all the suppliers'. However, only Class-I and Class-II local suppliers are eligible to participate in the Domestic Tender. The bidder shall possess a valid certification as applicable to the scope of work

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

1.1.3 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services, only if the bidder is registered with Competent Authority as specified in the Ministry of Finance (GoI) Order No.6/18/2019 – PPD, dated 23rd July 2020, and as amended from time to time.

1.1.4. Bidders' who fulfil the Eligibility Criteria mentioned in Chapter 6 will be considered for technical evaluation of bids.

1.1.5 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from the Ministry/country wide procurement will not be eligible to participate in the bidding process.

1.2 Cost of Bidding

1.2.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Code of Integrity

1.3.1 The bidders should sign a declaration on abiding by the Code of Integrity for Public Procurement and submit the same in respective form as per Chapter - 8: AnnexureH, along with 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 by Competition Commission of India, and so on.

1.3.2 Code of integrity for Public Procurement:

The Purchaser requires that the bidders/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 of facts 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, person(s) 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 purchase entity's rights of audit or access to information;
vii)	Collusive Practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels.

1.3.2 The Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

1.3.3 Obligations for Proactive disclosures

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

1.3.4 Punitive Provisions

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

i)	If bids are under consideration in any procurement:	
	a)	Forfeiture or encashment of bid security;
	b)	Calling off of any pre-contract negotiations; and
	c)	Rejection and exclusion of the bidder from the procurement process.
ii)	If a contract has already been awarded	
	a)	Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
	b)	Forfeiture or encashment of any other security or bond relating to the procurement;
	c)	Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
iii)	Provisions in addition to above:	
	a)	Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
	b)	In case of anti-competitive practices, information for further processing may be filed under the signature of the Joint Secretary level officer, with the Competition Commission of India;

	c)	Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 Cost of Tender Documents

1.4.1 The bidding documents are to be **downloaded Free of Cost** from CPPP website https://etenders.gov.in or CSIR-NAL's website www.nal.res.in.

1.5 Content of Tender Documents

1.5.1 The Goods/Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction with this procurement specification. The bidding documents, apart from the Notice Inviting Tender have been divided into 8 Chapters as under:

Chapter No.	Name of the Chapter	
1	Instructions to Bidder (ITB)	
2	General Conditions of Contract (GCC) and Special Condition of Contract (SCC)	
3	Schedule of Requirements	
4	Specifications and Allied Technical Details	
5	Price Schedule Forms	
6	Qualification requirements	
7	Contract Form	
8	Other Standard Forms comprising	
	(i)	Bid Securing declaration
	(ii)	Bidder Information Form
	(iii)	Bid form
	(iv)	Performance Statement form
	(v)	Service Support details;
	(vi)	Format for declaration by the bidder for code of integrity and conflict of interest
	(vii)	Certificate of Local Content
	(viii)	Certificate of Price Break-up of Local Content
	(ix)	Integrity pact
	(x)	Self-Certification
	(xi)	Deviation Statement Form

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

1.6 Clarification on Bidding Documents

1.6.1 All clarifications or queries pertaining to this bid document, if any, shall be submitted exclusively through the CPPP within the stipulated timelines indicated there. No direct emails or communications addressing general bid-related queries shall be sent to the office, except for queries specifically relating to PBC which may be directed only to the

designated email ID provided for this purpose. Any other emails or communications received outside these channels will not be entertained.

1.6.2 **PRE-BID CONFERENCE (PBC)**

A Pre-bid Conference (PBC) will be conducted in **OFFLINE and ONLINE** mode, in accordance with the details provided on the CPPP. All prospective bidders are strongly urged to participate. The participation link will be made available on the specified website. To facilitate the effective conduct of the PBC, interested bidders are required to submit their queries in advance via email to purchasek@nal.res.in/mkala@nal.res.in. Please note that, due to time limitations, fresh or on-the-spot queries may not be entertained during the conference. All queries received in advance will be addressed during the PBC, and the responses will form part of the official conference proceedings.

These proceedings, including any clarifications and amendments arising from the PBC, shall constitute official updates to the bidding documents. They will be binding on all prospective bidders for the purpose of bid submission. The proceedings will also be published on both the CPPP and the CSIR-NAL website for reference by all bidders. Prospective bidders are advised to review these websites after the completion of the Pre-bid Conference to ensure awareness of any changes or updates incorporated into the bidding document before preparing and submitting their bids. No queries shall be entertained after the PBC.

1.7 Amendment of Tender Documents

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

1.7.2 All prospective bidders who have down loaded the Tender Document should surf website of CPP Portal/Purchaser from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of CPP Portal/Purchaser. All prospective bidders are expected to surf the website of CPP Portal/Purchaser before formulating and submitting their bids to take cognizance of the amendments.

1.7.3 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 in the CPP Portal and Purchaser website.

1.7.4 If the bids are submitted without considering these amendments/ clarifications so issued, such bids will be rejected. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness.

C. PREPARATION OF BIDS

1.8 Language of Bid

1.8.1 The Bid prepared by the Bidder and all correspondence and documents shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English

translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and NAL shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

1.8.2 Bidder may find some of the points mentioned under ***ITB, Scope of Services, Qualification & Eligibility criteria and Terms & Conditions*** part of this bid document repetitive in nature. All points must be replied consistently in the submitted bid.

1.9 Purchase Preference Policies

1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Government of India procurement policies to help inclusive national economic growth by providing long term support to MSMEs and disadvantaged sections of the society and to address environmental concerns along with preferential market access in government procurements.

1.9.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No. P-45021/2/2017-PP (BE-II), dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order, as amended from time and time. And local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the items (including all customs duties) as a proportion of the total value, in per cent.

1.10 Documents comprising the E-bid

1.10.1 The E-bid shall comprise of the documents as per the requirement of the tender document. The documents specified in Chapter - 8, Annexure-M, Deviation Statement Form (Part-II) should be scanned and uploaded in PDF format in proper sequence. The scanned documents uploaded as part of the bid should be scanned in high resolution for better readability.

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

Sl. No.	Required documents
	A. TECHNICAL BID
(a)	Bid Securing Declaration
(b)	Bidder Information Form
(c)	Bid Form
(d)	Performance Statement Form;
(e)	Service support details form;
(f)	Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
(g)	Certificate of Local Content
(h)	? Self-certification that the item(s) offered meets the minimum local content giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under Make in India policy, if applicable.

(i)	In cases of procurement for a value in excess of Rs.10 crores, the local supplier should provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under Make in India policy, if applicable.
	Certificate of Price Break-up of Local Content
	Integrity Pact, if applicable;
(j)	Self-Certificate: A documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
(k)	Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff (ICT) number and Harmonised System of Nomenclature (HSN) number.
(l)	Documentary evidence about the status of the bidder i.e., whether MSME or not, owned by SC/ST or not and whether the MSME is owned by a women entrepreneur or not.
(m)	Deviation Statement Form;
(n)	Schedule of requirements.
(o)	Unpriced bid with Technical Specifications & Scope of Supply/services and Terms & Conditions.
B. PRICE BID	
(i)	Bid form;
(ii)	Applicable Price Schedule Form;
(iii)	Certificate of Price Break-up of Local Content;
(iv)	Terms & Conditions

1.10.2 Documents comprising Single Bid

All the documents (as applicable) specified in Chapter-8: Annexure-M (Part-II) should be submitted in Single E-Bid along with BOQ - Price bid.

1.10.3 Documents comprising Two Bid (Technical Bid & Price Bid)

Technical bid should comprise documents (as applicable) specified in Chapter-8:Annexure-M (Part-II). Price Bid should comprise of BOQ & Annexure-J (if applicable).

1.10.4 Bill of Quantity (BOQ) - Price Bid

Bidders' should submit their price bid in the prescribed format as provided and no other format will be accepted. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids. Bidders' are required to download the BOQ file, open it and complete the Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the name of the file. Kindly note that if the BOQ file is found to be modified by the bidder, the bid will be rejected.

1.11. Bid form and price schedule

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

1.12. Bid Prices

1.12.1 The Bidder shall fill up the Bill of Quantity (BoQ) i.e., the Price Bid. The BoQ should be filled up carefully as it will be used for evaluation of lowest quotation. The contract will be awarded to the lowest quoting firm subject to fulfillment of other terms and conditions of tender and also the Price Preference Policy of the Government of India, as amended from time and time and as specified in the tender document.

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

(a)	For the goods manufactured within India	
	(i)	The price of the goods quoted Ex-works including taxes already paid.
	(ii)	GST and other taxes, if any which will be payable on the goods if the contract is awarded
	(iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
	(iv)	Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CAMC, site preparation and training including any incidental services, if any.

1.12.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc., such offer(s) shall be considered as incomplete and the same will be rejected.

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

1.12.6 All lots and items must be listed in Unpriced Bid and priced separately as per BoQ/Price Schedule. If the Unpriced Bid shows item(s) listed but not priced in BoQ/Price Schedule, their prices shall be assumed to be included in the prices of other item(s). Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.12.10 Kindly, state clearly in your offer whether the duties and taxes are extra on the quoted prices, failing which it will be presumed that the prices are inclusive of taxes and duties and no claim will be entertained for any statutory levies at a later date.

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

1.12.12 a) All payments due under the contract shall be paid after deduction of statutory levies at source i.e., Tax Deduction at Source (TDS), Income Tax (IT), Tax Collected at Source (TCS) etc., wherever applicable. In this pursuit, GOI notification may be

referred to before submitting quote on their own interest. Statutory deductions will be done accordingly at the time of payment.

b) If the supplier has not filed Income Tax returns for the current financial year, TDS/TCS is applicable as per the Income Tax Act.

c) Withholding Taxes are applicable on foreign payments but not limited to Royalty, Fees for Technical Services etc.,

1.13. Bid Currencies

1.13.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and accept their payment in Indian currency;

1.14. Documents Establishing Bidder's Eligibility and qualifications

1.14.1 The bidder shall furnish, as part of its bid documents establishing the bidders' eligibility to bid and its qualification (as specified in Chapter-6) to perform the contract, if its bid is accepted.

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

(a)	The bidder meets the qualification criteria listed in bidding documents. if any.
(b	Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturer's Authorisation Form (MAF), using the form specified in the bidding document to demonstrate that it has been duly authorised by the manufacturer of the goods to quote and/or supply the goods

1.14.3 **Conditional tenders/offers shall not be accepted. Alternate offers/makes/models will not be considered.**

1.14.4 Bids received by e-mail/fax is not accepted.

1.14.5 Printed conditions, if any, submitted along with your quotation shall not be binding on us.

1.15 Documents Establishing Goods Eligibility and Conformity to Bidding Documents

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

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

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

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

1.16. Bid Security (BS)/Earnest Money Deposit (EMD)

(a) The Bid Security / Earnest Money Deposit (EMD) shall be submitted in the form of a **Bid Securing Declaration (BSD)**, duly filled in, signed, and uploaded along with the Technical Bid. The format of the BSD is provided at the relevant Annexure.

(b) The **Bid Securing Declaration, in the name of "The Director, CSIR-National Aerospace Laboratories, Bengaluru"**, shall form an integral part of the Technical Bid. **Non-submission of the BSD shall render the bid liable for rejection as non-responsive.**

(c) Bidders who are exempted from submission of EMD are **also required to submit the duly filled and signed BSD** along with their Technical Bid. Such exemption from submission of EMD shall not exempt the bidder from submission of the BSD.

(d) No separate request or opportunity will be provided to the bidder for submission of the BSD after opening of the bid. Therefore, bidders shall ensure that the duly filled and signed BSD is uploaded along with the Technical Bid. **Failure to submit the BSD shall result in rejection of the bid as non-responsive.**

1.17. Period of Validity of Bids

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

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

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

1.18. Format and Signing of Bid

1.14.1 The bids may be submitted as Single-bid or Two-bid as specified in the ITB / NIT.

1.14.2 In case of two-bid system, the Bidder shall submit E-bid in two separate parts.

(a)	First Part	shall contain Techno-Commercial Bid/ Technical Bid comprising all documents listed relating to Documents Comprising the Bid excepting Bid form and Price Schedule Form
(b)	Second Part	Shall contain the Price-Bid comprising Bid Form and Price Schedule form.

1.14.3 The bids will either be digitally or physically 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.

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

D. Submission and sealing of E-Bids

1.19. Submission, Sealing and Marking of Bids

1.19.1 Bids shall be submitted online only at CPPP website https://etenders.gov.in. **Manual/ Offline / Email bids shall not be accepted under any circumstances.**

1.19.2 Bidders must follow guidelines or directions of NIC CPPP website for properly uploading the bids and CSIR-NAL will not be responsible for bids which could not be submitted do to CPPP technical issues etc. Just like the bidder, purchaser is also a user of CPPP and any technical issue related to bid submission must only be raised to them.

1.19.3 Bidders are advised to visit CPPP website https://etenders.gov.in regularly till closing date of submission of bid, for any corrigendum and to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.

1.19.4 Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

1.19.5 The complete bidding process is online. Bidders' should be in possession of valid Digital Signature Certificate (DSC) of Class - III for online submission of bids. Prior to bidding DSC need to be registered in the website mentioned above. If the envelope is not digitally signed and encrypted the Purchaser shall not accept such open Bids for the purpose of evaluation and shall be treated as non-responsive and will be rejected.

1.19.6 Bidders' are advised to go through "Bidder Manual Kit", "System Settings", and "FAQ", links available in the login page of the e-Tender portal for guidelines, procedures and system requirements. In case of any technical difficulty, Bidders'
may contact the help desk numbers & email IDs mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of their Bids.

1.19.7 Bidders' are advised to visit CPPP website https://etenders.gov.in regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.

1.19.8 Intending bidders are advised to visit CPPP website https://etenders.gov.in regularly till the closing date for submission of bid, for any corrigendum.

1.19.9 Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

1.20. Due date for Submission of Bids

1.17.2. Bidders are advised to upload and submit their E-bids timely within due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.

1.17.3 The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender 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 due date will thereafter be subject to the due date as extended.

1.20 Late Submission of E-Bids

1.20.1 Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

1.22 Withdrawal, substitution and Modification of Bids

1.22.1 The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

1.22.2 The bidder is not allowed to modify or withdraw bid after deadline for submission of bids.

E. Opening and Evaluation of E-Bids

1.23 Opening of E-Bids by the Purchaser

1.23.1 The E-bids shall be opened online by authorized officials of the Purchaser as per schedule given in Date Sheet. In case of Two Bid tender, the Price Bid of only those bidders' who qualified in technical evaluation, shall be opened.

1.23.2 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 Bid system, the Price Bid shall be opened only after the technical evaluation. No separate intimation shall be sent to the bidders' in this regard.

1.23.3 Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not tantamount to process delay and CSIR-NAL will not be responsible for the same.

1.23.4 On opening of bids online, accepting the bid will not mean that the firm is technically or financially qualified.

1.23.5 Bids will be opened online on the specified date and time. There is no need to visit purchaser's premises to attend bid opening. If the bids cannot be opened on due date and time due to any technical or administrative issues i.e., network/connectivity issues, holidays, office closure etc. they will be opened as soon as the issue is resolved or on next working day as the case may be. Bids submitted online on CPPP portal are safe, secure, and confidential and can be seen only after opening by following the due process.

1.24. Confidentiality

1.24.1 Information pertaining to the examination, evaluation, comparison, and post qualification of bids, and recommendation to award the contract shall not be disclosed to bidders' or any other persons not officially concerned with such process until publication of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

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

1.25. Clarification of Bids

1.19.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for any 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.

1.22.2 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. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

1.26. Preliminary Examination

1.26.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Bidders, withoutproper documents shall be treated as non-responsive and rejected summarily.

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

S. N.	Documents
i)	All the tenders received will first be scrutinised to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, which 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:
a)	The bid is un-signed or has not been submitted in the desired format as per this document.
b)	The requisite EMD BSD/or the bid validity is shorter than the required period.
c)	The Bidder has not agreed to give the required performance security.
d)	The bidder has not agreed to some essential conditions incorporated in the bid document.
e)	If there is inconsistency between the Techno-Commercial Bid and Price Bid information / details.
f)	If the bidder has suppressed any material information / fact having relevance to the submitted bid or bidder performance
g)	If the bid is not submitted as per 'Format of Rates' or the format is changed in any way
i)	If the bidder has suppressed any material information / fact having relevance to the submitted bid or bidder performance.
j)	**OTHER POINTS OF SUMMARY REJECTION ARE ALSO MENTIONED IN THIS CHAPTER AND UNDER ELIGIBILITY CONDITIONS**
ii)	BoQ (Price Bid) of the technically qualified bidders shall be liable to rejection, if any condition is added in BoQ which contradicts the technical bid/unpriced bid.

1.27 Bidder's right to question rejection.

1.27.1 A Bidder shall have the right to be heard in case Bidder feels that a proper procurement process is not being followed and/or tender has been rejected wrongly.

Only a directly affected bidder can represent in this regard as under:

i)	Only a bidder who has participated in the concerned procurement process i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
ii)	In case pre-qualification bid has been evaluated before the bidding of technical bids, an application for review with respect to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
iii)	In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

iv)	The following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:	
	a)	Determination of the need for procurement;
	b)	Selection of the mode of procurement or bidding system;
	c)	Choice of selection procedure;
	d)	Provisions limiting participation of bidders' in the procurement process;
	e)	The decision to enter into negotiations with the L1 bidder;
	f)	Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
	g)	Issues related to ambiguity in terms of contract may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/bidder/contractor; and
	h)	Complaints against specifications except under the premise that they are either vague or too specific so as to limit the competition may be permissible.

1.27.2 In case a Bidder feels aggrieved by the decision of the purchaser, the Bidder is at liberty to send their representation in writing to the Purchaser's address as indicated in Special Conditions of Contract (SCC) within 05 (five) working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

1.28 Responsiveness of Bids

1.28.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all the terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
(b)	Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
(c)	If rectified, would unfairly affect the competitive position of other bidders' presenting substantially responsive bids.

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

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

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

1.29 Non-Conformity, Error and Omission

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

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

1.29.3 Provided that the Bid is substantially responsive, the Bid shall be evaluated as per the BoQ.

1.29.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received, the bid submitted shall be ignored and its Bid Security may be forfeited.

1.30 Examination of Terms & Conditions, Technical Evaluation

1.30.1 The Purchaser shall examine the Bid to confirm that all the terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.30.2 The Purchase shall examine the Bid to confirm that Eligibility and Qualification criteria as specified is fulfilled by the Bidder.

1.30.3 The Purchaser shall evaluate the technical aspects of the Bid submitted, to confirm that all requirements specified in "Scope of services, Qualification & eligibility criteria and Terms & conditions" of the Bidding Documents have been met without any material deviation or reservation.

1.30.4 In case, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.28, it shall reject the Bid.

1.30.5 Any bidder seeking benefit/preference under MSME/Make in India or any other policy/scheme of the Government of India, which is currently in vogue must enclose all the relevant documents/certificates etc., at the time of bidding itself, for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the conditions for claiming such benefits. It may be noted that no other benefit/preference/concessions which is beyond the scope of the policy or the bidder's entitlement under the policy shall be considered by us. If the bidder fails to claim such benefit and/or fail to submit necessary documents/certificates in support of its claim at the time of bidding itself, its claim shall not be entertained at a later stage in the bidding process and no opportunity shall be provided to it to submit any document/certificate.

1.32 Evaluation and comparison of bids

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

1.32.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.32.3 Price Preference

1.32.3.1 Price preference to Local Suppliers' as per Make in India procurement policy of Govt of India Reference: DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020, issued by the Ministry of Commerce, Government of India, as amended from time to time on the date of issue of order.

Only Class-I and Class-II local suppliers are eligible to bid for all procurements other than Global Tender Enquiry and purchase preference shall be given as specified below:

1) Definitions of terms applicable to Make in India procurement policy of Government of India

a)	'Local Content', means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in per cent.
b)	'Class-I Local Supplier', means a supplier/provider whose product offered for procurement meets the local content of 50 (twenty) per cent and above.
c)	'Class-II Local Supplier', means a supplier provider whose product offered for procurement meets the local content of 20 (twenty) per cent and above but less than 50 (fifty) per cent.
d)	'Non-Local Supplier', means a supplier/provider whose product offered for procurement meets the local content of less than 20 (twenty) per cent.
e)	'L1', means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
f)	'Margin of Purchase Preference', means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

2) Tendered goods are divisible in nature, the following procedure shall be followed to evaluate L1 bidder and bidder for award of contract with the margin of purchase preference of 20 (twenty) per cent to Class-I Local supplier:

a)	Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
b)	If L1 bid is not from a Class-I local supplier, 50 (fifty) per cent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price
	for the remaining 50 (fifty) per cent quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

3) Tendered goods are not divisible in nature, the following procedure shall be followed to evaluate L1 bidder and bidder for award of contract with the margin of purchase preference of 20 (twenty) per cent to Class-I Local supplier:

a)	Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
b)	If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
c)	In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
d)	Only Class-II Local suppliers are not eligible to get price preference under this clause.

4) In tenders where contract is awarded to multiple bidder's subject to matching of L1 rates or otherwise, the 'Class-I local supplier', shall get purchase preference over 'Class-II local supplier', as well as 'Non-local supplier', as per following procedure:

In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

a. In other cases, 'Class II local suppliers', and 'Non local suppliers', may also participate in the bidding process along with 'Class I Local suppliers'.
b. If 'Class I Local suppliers', qualify for award of contract for at least 50 (fifty) per cent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per the award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers', do not qualify for award of contract for at least 50 (fifty) per cent of the tendered quantity, purchase preference shall be given to the 'Class I local supplier', over 'Class II local suppliers'/'Non local suppliers', provided that their quoted rate falls within 20 (twenty) per cent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers', taken in totality are considered for award of contract for at least 50 (fifty) per cent of the tendered quantity.
c. First purchase preference shall be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20 (twenty) per cent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of the aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20 (twenty) per cent margin of purchase preference, and so on.

5) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by Class-I Local supplier	Finalisation of tender
Can be Split	L1	Full order on Local supplier
Can be Split	Not L1 but within L1 + 20 per cent	50 per cent order on Class-I Local supplier subject to matching L1 price
Cannot be Split	L1	Full Order on Local supplier
Cannot be Split	Not L1 but within L1+20 per cent	Full Order on Class-I Local supplier subject to matching L1 price

6) Verification of local content

a)	The 'Class-I local Supplier'/'Class-II local Supplier', at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification (Chapter-8: Annexure-I & J), that the item offered meets the local content requirement for 'Class-I local Supplier'/'Class-II local Supplier', as the case may be.
b)	Bidder shall also give price break up and the location(s) at which the local value addition is made in the form of Annexure-I (Chapter-8). Annexure-J (Chapter-8) should be enclosed with Technical bid and Annexure-J should be enclosed as part of Price bid. Bidder cannot claim the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition.
c)	In cases of procurement for a value in excess of Rs. 10 (ten) crores, the 'Class-I local Supplier'/'Class-II local Supplier', shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Contractors' other than companies) giving the percentage of local content.
d)	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 2 (two) years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

1.32.3.2 Price Preference to MSMEs

1) In case MSME bidder is L1 entire value of the tender is to be ordered on the L1 MSME bidder.
2) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from

someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 25 per cent of the total tendered value (where the tender quantity can be split).

3) In case of more than one such MSMEs are in the price band of L1 + 15 (fifteen) per cent and matches the L1 price, the supply may be shared proportionately if the goods can be split.
4) In case the tendered quantity of goods cannot be split, MSME shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 (fifteen) per cent and they match the L1 price.
5) If the quantity cannot be split and there are more than one eligible MSME bidders (price band within L1+15 per cent) then the opportunity to match the L1 rate of the tender shall be given first to MSME (who have quoted lowest rate among the MSMEs within the price band of L1+15 per cent) and the total quantity shall be awarded to him after matching the L1 price of the tender.

6) If the MSME who have quoted lowest rate among the MSMEs in the price band of L1 + 15 per cent do not agree to match the rate of L1 of the tender, then the next ranked MSME bidder who has quoted within the price band of L1 + 15 per cent in order shall be given chance to match the rate of L1 for award of the quantity/order.
7) For more clarity in this regard, following table is furnished:

Quantity of tendered goods	Price quoted by MSME	Finalisation of tender
Can be Split	L1	Full order on MSME
Can be Split	Not L1 but within L1+15 per cent	25 per cent order on MSME subject to matching L1
Cannot be Split	L1	Full Order on MSME
Cannot be Split	Not L1 but within L1+15 per cent	Full Order on MSME subject to matching L1 price

8) The purchase preference to MSME is not applicable for works contracts where supply of goods not produced by MSMEs is also involved.
9) Price preference shall be made applicable subject to bidder meeting the following conditions as MSME firm:

a)	MSMEs participating in the tender must submit valid and authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSME's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME's certificate matches with the nature of the services and goods/items to be supplied as per the tender.
b)	Traders/resellers/distributors/authorised agents will not be considered for availing benefits under Public Procurement Policy: 2012, for MSMEs as per MSME guidelines issued by MoMSME.

c)	The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
d)	The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for EMD exemption/preference.

1.32.4 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under and as per the Format given in BoQ of e-Tender:

(a) For Goods manufactured in India

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

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

1.27 Evaluation criteria (QCBS method)

1.28.1 Evaluation Methodology: The bids shall be evaluated using the Quality-Cum-Cost Based Selection (QCBS) method as detailed in Chapter 2 Clause no. 2.3

1.29 Comparison of Bids

1.29.1 The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid.

1.33 Contacting the Purchaser

1.29.2 No Bidder shall contact or attempt to contact the Purchaser or anyone related to the Purchaser onany matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes tobring additional information to the notice of the Purchaser, it should do so in writing.

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

1.30 Post qualification

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

The determination will take into account the Eligibility & Qualification criteria listed in the bidding documents and will be based upon an examination of the documentary evidence

of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

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

F. AWARD OF CONTRACT

1.35 Negotiations

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

1.36 Award Criteria

1.36.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP and NAL websites.

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

1.37.1 The Purchaser reserves the right at the time of award of the Contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25 (twenty five) per cent without any change in unit price or other terms and conditions of the Purchase Order.

1.38 Option Clause

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

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

1.39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.40 Notification of Award

1.40.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted and a separate purchase order shall follow through post.

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

1.40.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.41 Signing of Contract

1.41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.

1.41.2 Within 21 (twenty one) days of date of the Purchase Order, the successful Bidder shall sign with date and return it to the Purchaser.

1.42 **Order Acceptance**

1.42.1 The successful bidder should submit Order acceptance within 15 days from the date of issue of Purchase Order, failing which it shall be presumed that the bidder is not interested and his bid security is liable to be forfeited or action as per BSD conditions shall be intitiated.

1.42.2 The order acceptance must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.43 Assistance to Bidders:

1.43.1 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

1.43 Performance Security

1.43.1 Within 21 (twenty-one) days of receipt of the notification of award/Purchase Order as per GCC Clause 2.12, the supplier shall furnish Performance Security for the amount specified in SCC, valid for the time 60 (sixty) days beyond the fulfillment of all contractual obligations including warranty.

1.44 Integrity Pact

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

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

(i)	Promise on the part of the Purchaser to treat all bidders' with equity and reason and not to seek or accept any benefit, which is not legally available;
(ii)	Promise on the part of bidders' not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
(iii)	Promise on the part of bidders' not to enter into any undisclosed agreement or understanding with other bidders' with respect to prices, specifications, certifications, subsidiary contracts etc.

(iv)	Undertaking (as part of Fall Clause) by the bidders' that they have not and will not sell the same material/equipment at prices lower than the bid price;
(v)	Foreign bidders' to disclose the name and address of agents and representatives in India and Indian Bidders' to disclose their foreign principals or associates;
(vi)	Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
(vii)	Bidders' to disclose any past transgressions committed over the specified period with any other company in India or abroad that may impinge on the anti-corruption principle;
(viii)	Integrity Pact lays down the punitive actions for any violation.

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

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

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

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

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

As a first option, dispute resolution is available through panel of IEMs' apart from arbitration clause. However, the fees/exemptions on the said account shall be equally shared by the parties.

1.45 Assistance to Bidders:

1.45.1 Any queries pertaining to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

1.45.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

CHAPTER 2 CONDITIONS OF CONTRACT

A GENERAL CONDITIONS OF CONTRACT (GCC)

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2.42	Integrity Pact
2.43	Order Acceptance

Note: The General Conditions of Contract shall form the part of Purchase Order / Contract.

GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

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

Sl No.	Words/ Expressions	Meaning
(a)	Contract	The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	All of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract
(h)	Services	The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is sub-contracted by the Supplier.
(k)	Bidder	The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l)	Council	The Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Government of India having its registered office at No. 2, Rafi Marg, New Delhi-110001, Republic of India.
(m)	Purchaser	Any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC
(n)	The final destination	The place named in the SCC.

2.2 Contract Documents

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

2.2.2 Successful bidder shall have to enter into Contract Agreement on Rs.500/- non judicial stamp paper duly notarized as per Contract Form within 21 days of placement of Purchase Order.

2.3 Fraud, Corruption and Code of Integrity

2.3.1 The Purchase requires that Bidders, suppliers, contractors and consultant, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

I	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
II	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III	Collusive practice	A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels.
IV	Coercive practice	Harming or threatening to harm, directly or indirectly, person(s) or their property to influence their participation in the procurement process or affect the execution of a contract.

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

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

2.3.3 JV, Consortium or Association/ Amalgamation/ Acquisition, Patent Indemnity etc.

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.

Amalgamation/ Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition, or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

2.4 Copy Right and Patent Indemnity

2.4.1 Copy Right

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

2.4.2 Patent Indemnity

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

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

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

2.5 Scope of Supply

2.5.1 Scope of Supply (i.e., the Goods and Related Services to be performed) shall be as specified in Chapter - 4 i.e., Specifications and allied technical details.

2.6 Suppliers' Responsibilities

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply, Clause 2.5 of the GCC and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.7 Contract price

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

2.8 Application

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

2.9 Standards

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

2.10 Use of Contract Documents and Information

2.10.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

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

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

2.11 Performance Security

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

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

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

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

2.11.5 The Performance Security shall be in one of the following forms:

(a)	A Bank Guarantee or stand by Letter of Credit issued by a Nationalised bank located in India or a Foreign bank with its operating branch in India in the form provided in the bidding documents OR
(b)	A Banker's cheque or Account Payee Demand Draft in favour of the purchaser issued by any Nationalised Bank OR
(c)	A Fixed Deposit Receipt pledged in favour of the Director, CSIR-NAL, Bengaluru.

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

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

2.11.8 The order confirmation must be received within 14 (fourteen) days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of PS. Even after extension of time, if the order confirmation/PS are not received, the contract shall be cancelled.

2.11.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, Bidder should advise the issuing banker to send by Registered Post with acknowledgement due, the unstamped duplicate copy of the Bank Guarantee to the Purchaser with a covering letter to compare with the original BG for its correctness.

2.12 Packing

2.12.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.12.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements are as given below or/and as specified in SCC and in any subsequent instructions ordered by the Purchaser:

The marking and documentation within and outside the packages shall be:

(a)	Each package should have a packing list within it detailing the part No(s), description, quantity etc.
(b)	Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and on top.
(c)	Each package should be marked as 1/x, 2/x, 3/x……x/x, where "x" is the total No. of packages contained in the consignment.
(d)	All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.

2.13 Delivery and Documents

2.13.1 Delivery of the Goods and completion of related services shall be made by the supplier in accordance with the terms and conditions specified by the Purchaser in the contract. The details of the shipping and/or other documents are given below or/and to be furnished by the supplier are specified in SCC.

Details of Shipping and other Documents to be furnished by the Bidder are :	
A)	For goods manufactured or supplied within India
	Within 24 hours of dispatch, the Supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post/speed post and copies thereof by FAX/email.
(a)	Two copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price and total value.
(b)	Packing list
(d)	Insurance certificate, if required under the contract
(e)	Railway receipt/Consignment note
(g)	Inspection certificate issued by the purchaser's inspector, if any.
(h)	Any other document(s) as and when required in terms of the contract
NOTE:	
1	The nomenclature used for the item(s) description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Bidder will be responsible for any consequent expenses.

2.13.2 The mode of transportation shall be as specified in SCC.

2.13.3 The Bidders may please note that the delivery of the Goods should be strictly within the Delivery Schedule mentioned in the Chapter-4/Purchase Order.

2.13.4 Goods should not be dispatched until the Bidder/Supplier received a firm Purchase Order.

2.14 Insurance

2.14.1 Indigenous goods, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.14.2 The equipment to be supplied will be insured by the supplier against all risks of loss or damage from the date of shipment till such time it is delivered at CSIRNAL site in case of rupee transaction.

2.14.3 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders' shall be responsible for follow up for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser in the event of the delay.

2.15 Transportation

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

2.16 Warranty

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

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

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

2.16.4 The warranty on the associated software should cover providing of upgraded version(s), if any, released during the warranty period at free of cost.

2.16.5 The bidder shall assure the supply of spare parts after the warranty period for maintenance of the equipment supplied if and when required for a period of 10 (ten) years from the date of supply of equipment on payment on approved price list basis.

2.16.6 The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.

2.16.7 An undertaking from the manufacturer is required in this regard stating that they would facilitate the Bidder, Service provider on regular basis with technology/product updates and extend support for the warranty as well.

2.16.8 Supplier will have to arrange for all the testing equipment and tools required for installation, testing and maintenance etc.

2.16.9 The Principal Supplier must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Supplier of equipment to its channel partner/system integrator.

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

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

2.16.12 If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without

prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

2.16.13 In case the Equipment/System remains non-operational or performs below the desired level for more than 1 (one) week after intimation of the fault in the Equipment/System then Warranty period shall be extended for further period for which Equipment/System remained non-operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract.
The defects, if any, during the warranty period are to be rectified at free of cost by arranging free replacement wherever necessary.

2.16.14 In case of any replacement during the warranty period the same shall be made at free of cost i.e. DDP for import replacement and/or free delivery to CSIR-NAL, for indigenous replacement. All the duties/taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance.

2.16.15 Any replacements during the warranty period should be at free of cost. If the defective item(s) has to be sent back to the Supplier, for such replacements/returns to the Principal Supplier has to bear the documentation charges. If the cost of replacement is upto Rs.5 lakhs then the documentation charges will be Rs. 5,000/- and above Rs. 5 lakhs it is Rs. 10,000/-. Such charges have to be paid in favour of The Director, CSIR-NAL, Bengaluru. These charges are only for documentation. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Principal Supplier for returning of defective item(s). In other words, any warranty replacement has to be done immediately/within a one week.

2.17 Terms of Payment

2.17.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

2.17.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.

2.17.3 Payments shall be made promptly by the Purchaser but in no case later than 30 (thirty) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

Mandatory fields in Tax Invoice and Receipt Vouchers	
Invoice Number and Date	Name, address and GSTIN of the supplier
Shipping and Billing Address	Customer Name & GSTIN [CSIRNAL] Bank Details
HSN Code/SAC Code	Place of Supply
Taxable value and discounts	Item details i.e. description, quantity (number), unit and the total value
Signature of the Supplier	Rate and amount of taxes i.e. CGST/SGST/IGST

2.17.4 Kindly, note CSIR-NAL GST No.29AAATC2716R1ZB and, the Bidders are required to furnish their GST No. in the Invoice failing which, CSIR-NAL will not be able to make timely payment.

2.17.5 Payment shall be made in currency as indicated in the contract.

2.17.6 Advance payment will be paid in exceptional cases only against equivalent amount of Bank Guarantee or Stand by Letter of credit valid till acceptance of all ordered goods and services. Advance payment shall not exceed 30 (thirty) per cent and 40 (forty) per cent of Purchase Order value to a private enterprise and Government organisation respectively.

2.18 Change Orders and Contract Amendments

2.18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

(a)	Increase or decrease in the quantity required, exercise of quantity opinion clause;
(b)	Changes in schedule of deliveries and terms of delivery;
(c)	The changes in inspection arrangements;
(d)	Changes in terms of payments and statutory levies;
(e)	Changes due to any other situation not anticipated;

2.18.2 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 ascertained within 15 (fifteen) days from the date of the Supplier's receipt of the Purchaser's change order.

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

2.19 Assignment

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

2.20 Subcontracts

2.20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the contract.

2.21 Extension of time.

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

2.21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.21.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.22 Penalty Clause/Liquidated Damages

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

2.23 Termination for Default

2.23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part

(a)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
(b)	If the Supplier fails to perform any other obligation(s) under the Contract.
(c)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc., as defined in GCC Clause and ITB Clause on code of integrity in competing for or in executing the Contract.

2.23.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a)	The Performance Security is to be forfeited;
(b)	The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
(c)	However, the supplier shall continue to perform the contract to the extent not terminated.

2.24 Force Majeure

2.24.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.24.2 For purposes of this Clause, “Force Majeure”, means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to

negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

2.24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 (twenty one) 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 reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.24.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, either party may at its option terminate the contract without any financial repercussions on either side.

2.25 Termination for Insolvency

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

2.26 Termination for Convenience

2.26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

2.26.2 The Goods that are complete and ready for shipment within 30 (thirty) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

2.27 Settlement of Disputes

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

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

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

(a)	If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or with 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 thereunder 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 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 subclause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

2.27.5 Notwithstanding, any reference to arbitration herein,

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

2.28 Governing Language

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

2.29 Applicable Law/Jurisdiction

2.29.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.30 Notices

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

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

2.31 Taxes and Duties

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

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

2.31.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent without any commitment.

2.31.4 a) All payments due under the contract shall be paid after deduction of statutory levies (at source) (like TDS, IT, TCS etc.) wherever applicable. In this regard, GoI notification may be referred to before submitting quote on their own interest. Statutory deductions will be done accordingly at the time of payment.

b) If the supplier have not filed Income Tax returns for the latest financial year, TDS/TCS is applicable as per Income Tax Act.

c) Withholding Taxes are applicable on foreign payments such as but not limited to Royalty, Fees for Technical Services etc.,

2.31.5 Goods and Service Tax

CSIR-NAL is a Public Funded Research Institution under Department of Scientific & Industrial Research and Concessional GST is not applicable for the goods purchased for Research Purpose. Hence, GST shall be applicable at the rate of 18 (eighteen) per cent for goods and services supplied to CSIR Institutes.

2.32 Right to use Defective Goods

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

2.33 Protection against Damage

2.33.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

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

2.34 Site preparation and installation

2.34.1 The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.

2.35 Risk Purchase Clause

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

2.36 Option Clause/Purchaser's right to vary quantities

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

2.37 Integrity Pact

2.37.1 As per the directives of the Central Vigilance Commission (CVC) all organisations including CSIR laboratories/institutes have to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major Public procurement having procurement value above Rs.3 (three) Crore. The integrity pact envisages an agreement between the prospective bidders with the buyer committing the persons/officials of both the parties with an aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders, who are willing to enter in to such an integrity pact with the Purchaser, would be competent to participate in the bidding.

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

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

Integrity Pact – The integrity pact to be signed on Company's Letter head, wherever applicable. However, efforts must be made to realise the objectives and spirits thereof.	
The name and contact details of the IEMs are as under:	
Shri. Jagadip Narayan Singh, IAS (Retd.), C-54, Bharatendu Harishchandra Marg, Anand Vihar, Delhi 110 092.	Shri. Arun Kumar Gupta, Ex-CMD, SCI, 68B, Nandavan CHS Sector 17, Nerul, Navi Mumbai 400 706.

2.38 Order Acceptance

2.38.1 The successful bidder should submit Order acceptance within 14 (fourteen) days from the date of issue of order/signing of contract, failing which it shall be presumed that the Bidder is not interested and his bid security is liable to be forfeited.

2.38.2 The order confirmation must be received within 14 (fourteen) days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled.

CHAPTER 2

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Sl.No.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	**The Purchaser is:** The Director CSIR- National Aerospace Laboratories HAL Airport Road, Kodihalli, Bengaluru – 560037 Karnataka-India Tel #: 00 91 80 25086044 / 40 / 41 Email: purchasek@nal.res.in/mkala@nal.res.in **Bill to address is same as above**
2	GCC 2.1.1(m)	**The Final Destination is:** The Director CSIR- National Aerospace Laboratories NWTC, Belur, Bengaluru – 560037 Karnataka-India Tel #: 00 91 80 25086044 / 40 / 41 Email: purchasek@nal.res.in/mkala@nal.res.in
3	GCC 2.13.1	Performance Security The amount of the Performance Bank Guarantee shall be 10 (ten) per cent of the contract value to be submitted within 21 (twenty one) days from the date of PO valid up to 60 (sixty) days after the date of completion of performance obligations including warranty obligations.
4	GCC 2.16.3	**Delivery – Mode of Transportation/Shipment** a) In case of supplies from within India, the **mode of transportation** shall be by **Road/Rail/etc.,** b) **DELIVERY TERM: CSIR-NAL, Bengaluru**
5	GCC 2.17.1	**Insurance** The **Insurance** shall be for an amount equal to **110 per cent of the invoice value** of the contract from **"warehouse to warehouse (final destination)"** on "all risk basis" including strikes, riots and civil commotion.
6	GCC 2.21.3	The period of validity of the Warranty shall be **The Warranty details are as per Chapter-4**

7	GCC 2.22.1	**Payment Terms**		
		The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:		
		The payment shall be made in Indian Rupees, as follows:		
		(a)	100 per cent after Supply, Installation, Commissioning, Training and Acceptance, subject to validity of Performance Security to cover warranty obligations	
		(b)	**E-Payment:** All payments, CSIR-NAL prefers to make Electronic Transfers (RTGS) through State Bank Of India, NAL Branch, Bengaluru.	
		(c)	All payments due under the Contract shall be paid after deduction of statutory levies at source (like TDS, Income Tax, TCS etc.), wherever applicable.	
8	GCC 2.27.1	**Liquidated Damages (LD)/Penalty**		
		(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to, otherwise will have to forfeit the EMD/PS and also LD clause will be applicable / enforced.	
		(b)	If the Supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay LD/**penalty of 0.5%** of order value per week of delay subject to maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the Supplier	
		(c)	CSIR-NAL reserves the right to cancel the Purchase Order in case the delay in supply is more than 10 weeks. Penalties, if any, will be deducted from the EMD/PS	
		(d)	The maximum amount of **penalty shall be 10%**	
		(e)	The LD/Penalty shall be levied on the delivered price of the delayed Goods or unperformed Services or Contract Value.	
9	GCC 2.34.1	**Applicable Law / Jurisdiction** The **place of jurisdiction** is **Bengaluru**, India.		
10	GCC 2.35.1	For notices, **the Purchaser's address is** Attention: The Director CSIR- National Aerospace Laboratories HAL Airport Road, Kodihalli, Bengaluru – 560037 Karnataka-India Tel #: 00 91 80 2508 6044 / 40 / 41 Email: purchasek@nal.res.in/mkala@nal.res.in		

11	GCC 2.42.1	Integrity Pact – The integrity pact to be signed. However, efforts must be made to realise the objectives and spirits thereof.	
12	GCC 2.42.2	The name and contact details of the IEMs are as under:	
		Shri. Jagadip Narayan Singh, IAS (Retd.), C-54, Bharatendu Harishchandra Marg, Anand Vihar, Delhi 110 092.	Shri. Arun Kumar Gupta, Ex-CMD, SCI, 68B, Nandavan CHS Sector 17, Nerul, Navi Mumbai 400 706.

CHAPTER – 3
(To be filled by the bidder and to be enclosed with the Technical Bid)
SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify the time frame required (Schedule) for delivery of goods and services to be completed by the bidder (in reference to Scope of Supply given in Clause4.2 of Chapter-4) if the Contract is awarded for the offer/proposal submitted by the bidder in response to this Tender.

A) Delivery Schedule:

Sl. No.	Brief Description of Goods and Services	Unit	Quantity	Delivery Schedule

B) Period of delivery shall start from: _____

C) Term of Delivery/Delivery Term (named port of shipment or named place of delivery:

Goods from Abroad	
Goods from India	

Scope of Supply:

Time frame required for conducting installation, commissioning of the equipment, acceptance test, training, etc., after the arrival of consignment or before dispatch of equipment:

Sl. No.	Activity	Time Frame
1	Site Preparation (if required)	
2	Installation & Commissioning	
3	Acceptance Test	
4	Training (Location, No. of person(s), period of training, nature of training)	
5		

Place: _____ Signature of the Bidder: _____

Date: _____

Notes for Bidders:

(1)	The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of Letter of Credit or from the date of contract or from the date of advance payment etc., It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.
(2)	The date or period for delivery should be carefully specified, taking into account the implications of delivery terms stipulated in the Instructions to Bidders' pursuant to the Incoterms rules (i.e., Ex Works, or CIF, CIP, FOB, FCA terms - that "delivery", takes place when goods are delivered to the carriers), and the date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

Chapter 4
SCOPE OF SERVICES AND TERMS & CONDITIONS

4.1 SCOPE OF CONTRACT

CSIR-NAL intends to empanel qualified aerospace manufacturing vendors under a Rate Contract for end-to-end manufacture and supply of precision aluminium-alloy metallic aircraft parts for aircraft programmes including Saras Mk-II. The Rate Contract shall operate as a standing offer and shall not guarantee any minimum quantity or value of drawal. Individual Purchase Orders / Work Orders issued during the validity of the Rate Contract shall constitute binding contracts.

The scope shall include, as applicable to each part / Purchase Order:

- Generation of production data including CNC programmes, setup sheets and process sheets in accordance with the drawing, 3D CAD model and Route Book requirements.
- Manufacture of aluminium-alloy metallic parts using 3-axis and 5-axis CNC machining, turning, conventional machining, jig boring, grinding and associated operations as specified.
- In-process and final dimensional inspection using calibrated hand-held instruments, CMM, laser tracker or other approved metrology equipment as applicable.
- Post-processing / special processes specified in the drawing or Route Book, including Dye Penetrant Testing (DPT), anodizing/electroplating and primer application, either in-house or through approved MoU qualified process vendors.
- Final tagging, preservation, packing and safe delivery of accepted parts to CSIR-NAL Stores/site, Bengaluru, along with complete quality and traceability documentation.
- Pickup of NAL-supplied raw material, Route Book, drawings, CAD models and other production documents, wherever applicable.
- Resolution of production queries, snags, rework and technical issues in coordination with CSIR-NAL at no additional cost where the issue is attributable to the vendor.
- Maintenance of complete material, process, inspection and traceability records as required by CSIR-NAL.

2.1.1. Manufacturing and Quality Requirements

Requirement	Minimum / Applicable Requirement
CNC positioning accuracy	≤ ±0.02 mm
CNC repeatability	≤ ±0.01 mm
Multi-axis capability	5-axis capability required
Inspection environment	Temperature-controlled inspection area: 20 ± 2 °C
CMM accuracy	≤ 4 + L/250 µm
Process capability	Inspection/metrology facilities to demonstrate Cpk ≥ 1.3 where specified
Calibration	Valid calibration certificates shall be maintained for relevant machines and measuring equipment

4.1.2. Machine Size / Capability Categories

Category	Machine Group	Part Size / Capability
1	3-Axis CNC	Length up to 500 mm
2	3-Axis CNC	500 mm < Length < 1000 mm
3	3-Axis CNC	1000 mm < Length < 2000 mm
4	3-Axis CNC	Length > 2000 mm
5	Multi-Axis CNC	Length up to 500 mm
6	Multi-Axis CNC	500 mm < Length < 1000 mm
7	Multi-Axis CNC	1000 mm < Length < 2000 mm
8	Multi-Axis CNC	Length > 2000 mm

4.1.3. Vendor Infrastructure Submission

The bidder shall submit complete details of the infrastructure available to execute the Rate Contract. The submission shall clearly distinguish in-house capabilities / MoU with external process vendors.

Sl.	Facility	Details to be Provided	Supporting Documents
1	In-house machining centres	Make/model, type, axis, capacity, maximum component size, accuracy, quantity	Equipment specifications and calibration certificates
2	Post-processing facilities	Process type, capacity, applicable materials, in-house/MoU	Process capability / accreditation certificates
3	MoU / external process vendors	Vendor name, process, approval / NADCAP status	Valid MoU/Agreement and certificates
4	Metrology & inspection	CMM, laser tracker, height gauge, surface roughness and other equipment; capacity and accuracy	Calibration / ISO 10360 compliance documents
5	Inspection environmental control	Temperature/humidity control arrangements	Control records / certification, as applicable
6	Quality & traceability	Process documentation, traceability method, standards followed	AS9100 / ISO 9001 certificates and sample records
7	Human resources	Qualified manufacturing, inspection and special-process personnel	CVs / competency / qualification records
8	Other critical infrastructure	Additional facilities relevant to aerospace structural components	Equipment specifications / calibration records

For post-processing carried out at a business partner / MoU vendor, the bidder shall submit the applicable NADCAP certificate / process approval, valid MoU / agreement, and

documented control and traceability procedure. The Primary Vendor shall retain full responsibility for quality, compliance and traceability of the finished part.

4.1.4. Raw Material, Documentation and Traceability

- Raw material, special tooling and other free-issue items supplied by CSIR-NAL, where applicable, shall remain the property of CSIR-NAL and shall be safeguarded by the vendor.
- The vendor shall furnish an indemnity bond covering the value of free-issue material/special tooling where required by the Purchase Order.
- The vendor shall maintain full traceability from receipt of raw material through manufacture, inspection, post-processing and final delivery.
- Each delivered part shall be accompanied by the documentation specified in the drawing, Route Book, Purchase Order and CSIR-NAL quality requirements.

4.1.5. Period of Rate Contract and Nature of Empanelment

The Rate Contract shall initially be valid for 36 months. CSIR-NAL may extend the contract period, if required, subject to applicable rules, satisfactory performance and approval of the Competent Authority.

The Rate Contract is non-exclusive. CSIR-NAL may empanel multiple vendors and may operate parallel Rate Contracts for the same or similar categories. No minimum quantity or minimum financial drawal is guaranteed.

Work allocation shall be made among empanelled vendors in a fair, transparent and need-based manner, considering category capability, project requirement, capacity, past performance, quality, delivery commitments and other relevant factors.

4.2 TECHNICAL EVALUATION & EMPANELMENT

Participating vendors shall be evaluated on the basis of submitted infrastructure, capabilities, certifications, aerospace manufacturing experience and financial status of the vendor. CSIR-NAL may conduct a facility audit / physical inspection of the bidder and its approved MoU process vendors. Evaluation shall be carried out for each applicable manufacturing category.

Criterion	Evaluation Parameter	Maximum Marks
1(a)	In-house machining facility – CNC / precision / conventional machining	13
1(b)	In-house inspection facility – fixed/portable CMM, metrology and related equipment	7
1(c)	DPT NDT, anodizing / surface treatment and primer facility – in-house or approved business partner	5
1(d)	Aircraft structural parts supplied for aircraft of similar nature, including machining and post-process operations	10
2(a)	Existing approvals/accreditations such as NADCAP, ISO, AS9100D, NABL, as applicable	5
2(b)	Experience with certifying / regulatory agencies such as DGCA, DGAQA, AFQMS, CEMILAC, FAA, directly or indirectly	5

2(c)	Projects for ISRO / ADA / HAL / CSIR / other global aviation OEMs	5

Total technical marks: 50

Minimum qualifying technical score: 46 marks. Only technically qualified bidders shall be considered for opening/evaluation of the commercial bid.

Evaluation Methodology: The bids shall be evaluated using the Quality-Cum-Cost Based Selection (QCBS) method with the following weightage:

Technical Score (TS): 50 marks

Financial Score (FS): 50 marks

Only those bidders who meet all the Qualification and Eligibility Criteria and score at least 90 marks out of 100 in the Evaluation shall be considered Technically Qualified. **Financial Bids of only Technically Qualified bidders shall be opened.**

A bidder may qualify in one or more of the eight categories depending on the machine capacity and capability demonstrated. The bidder shall clearly identify the categories for which it seeks empanelment and provide supporting machine details for each category.

4.2.1. Commercial Evaluation and Rate Finalisation

- Rates shall be quoted for all applicable categories in the prescribed Price Schedule.
- Rates shall be inclusive of inspection, packing, handling, delivery and all other charges, but exclusive of GST, which shall be indicated separately.
- The quoted rates shall remain firm and valid for the contract duration, subject to the Rate Contract provisions and applicable Government procurement rules.
- Technically responsive bidders may be considered for negotiation, if required, in accordance with applicable procurement guidelines.
- The L1 bidder in each category shall be invited for negotiation, where considered appropriate. After finalisation of the category rate, other technically qualified bidders in that category may be invited to match the finalised L1 rate.
- The final empanelled panel, category-wise rates and vendor capabilities shall be submitted to the Competent Authority for approval.

4.2.2. Vendor Performance Evaluation and Disempanelment

- Vendor performance shall be evaluated using measurable parameters including quality, delivery adherence, technical compliance, responsiveness and overall performance.
- Allocation of subsequent work orders may be linked to vendor performance ratings.
- In case of non-performance, delay, quality deficiency or contractual non-compliance, CSIR-NAL may withhold further work, reject deliverables, impose applicable penalties or suspend/disempanel the vendor.
- CSIR-NAL reserves the right to suspend or disempanel any vendor during the validity of the empanelment for unsatisfactory performance, breach of contract or failure to comply with statutory or contractual obligations.

4.3 SERVICE / WORK ORDER REQUIREMENTS

- Individual Purchase Orders / Work Orders shall specify the part number, drawing/model revision, material, quantity, required operations, inspection requirements, delivery schedule and documentation.
- Delivery schedules shall be as specified in the individual Purchase Order / Work Order.
- CSIR-NAL shall have the right to inspect the parts at the vendor's works and/or at CSIR-NAL at no extra cost.
- The vendor shall provide access to its manufacturing and quality facilities for CSIR-NAL / authorised regulatory audit.
- Rejected parts shall not be eligible for payment. The vendor shall remove rejected parts within one week of rejection and replace/rework them at its own cost, where directed.
- Repair/rework and cost deduction shall be determined based on the operations not carried out or work required due to vendor error/negligence, as specified in the Purchase Order and applicable quality procedures.
- Parts shall be suitably packed to withstand transport and storage hazards. Batch/part identification and date of manufacture/processing shall be marked as required.
- Minimum warranty against manufacturing defects shall be 12 months from the date of acceptance/delivery, as applicable to the Purchase Order.
- Payment shall normally be made within 30 days after successful delivery, inspection and acceptance, subject to submission of complete documentation and invoice.
- For rejection due to non-conformance with the approved drawing/ model/specification arising from vendor negligence or error, payment may be withheld or deductions / recovery may be made on a case-to-case basis in accordance with the contract.

4.3.1. Delay and Liquidated Damages / Penalty

In the event of delayed delivery attributable to the vendor, CSIR-NAL reserves the right to levy liquidated damages at 0.5% per week or part thereof on the basic value of the delayed portion of the Purchase Order, subject to a maximum of 10% of the delayed portion, unless otherwise specified in the individual Purchase Order or exempted under Force Majeure.

4.3.2. Free-Issue Material and Risk Mitigation

- Where CSIR-NAL supplies raw material, special tooling or other free-issue items, the vendor shall take due care and shall be responsible for loss/damage while such items are in its custody.
- A Performance Security shall be deposited for free-issue material as specified in the Purchase Order.
- The vendor shall maintain appropriate insurance coverage for free-issue material and special tooling where required by CSIR-NAL.

4.3.3. Confidentiality, Audit and Technical Clarification

- The vendor shall maintain confidentiality of CSIR-NAL drawings, CAD models, process information, technical data and proprietary information.
- The vendor shall not disclose or use CSIR-NAL technical information for any purpose other than execution of the authorised Purchase Order / Work Order.
- CSIR-NAL / authorised regulatory bodies shall have the right to audit manufacturing, inspection, special-process and traceability systems.

- Technical clarifications shall be sought from the designated CSIR-NAL technical team before submission of the offer and during execution. No unauthorised deviation from drawings, models, Route Books or Purchase Orders shall be permitted.

4.4 PRICE BID / RATE SCHEDULE

Rates shall be quoted for the categories applicable to the bidder. Rates shall be inclusive of inspection, packing, handling and delivery to CSIR-NAL, Bengaluru, and exclusive of GST. GST shall be indicated separately.

Category	Description	Quoted Rate	GST
1	3-Axis CNC – Length up to 500 mm	₹ _____ / hr	_____ %
1a	Post Processing – DPT, Anodizing, Primer (fixed rate for Category 1)	₹ _____	_____ %
2	3-Axis CNC – 500 mm < Length < 1000 mm	₹ _____ / hr	_____ %
2a	Post Processing – DPT, Anodizing, Primer (fixed rate for Category 2)	₹ _____	_____ %
3	3-Axis CNC – 1000 mm < Length < 2000 mm	₹ _____ / hr	_____ %
3a	Post Processing – DPT, Anodizing, Primer (fixed rate for Category 3)	₹ _____	_____ %
4	3-Axis CNC – Length > 2000 mm	₹ _____ / hr	_____ %
4a	Post Processing – DPT, Anodizing, Primer (fixed rate for Category 4)	₹ _____	_____ %
5	Multi-Axis CNC – Length up to 500 mm	₹ _____ / hr	_____ %
5a	Post Processing – DPT, Anodizing, Primer (fixed rate for Category 5)	₹ _____	_____ %
6	Multi-Axis CNC – 500 mm < Length < 1000 mm	₹ _____ / hr	_____ %
6a	Post Processing – DPT, Anodizing, Primer (fixed rate for Category 6)	₹ _____	_____ %
7	Multi-Axis CNC – 1000 mm < Length < 2000 mm	₹ _____ / hr	_____ %
7a	Post Processing – DPT, Anodizing, Primer (fixed rate for Category 7)	₹ _____	_____ %
8	Multi-Axis CNC – Length > 2000 mm	₹ _____ / hr	_____ %
8a	Post Processing – DPT, Anodizing, Primer (fixed rate for Category 8)	₹ _____	_____ %

4.4.1 Price validity:

36 months / Rate Contract duration or till completion of the last Purchase Order placed during the validity period, as applicable.

The bidder shall quote in the prescribed format only. Conditional rates or rates subject to qualifications shall be liable for rejection.

CHAPTER - V
PRICE SCHEDULE FORMS

Bidder should quote as per the BOQ Format Only as uploaded in https://etenders.gov.in

The Bidders should have Java 8 update 231 version-32 bit for uploading the bid in the CPP Portal.

Details as per clause no.4.4

Note:

i. The Bidder may fill the BoQ (Price Schedule Form) and enclose as per Clause 1.10 and 1.19 of the Bidding documents.

ii. The Bidders have to fill in the BoQ (Price Schedule) as per table below for the Goods being offered from India.

iii. The Non-Relevant Cells in Column M have to be filled with 0 (Zero) before Uploading the BoQ.

CHAPTER-6
Qualification Requirements Eligibility & Qualification Requirements

6.1 Eligibility Criteria

a) Legal Valid Entity:

The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Indian Companies Act, 1956 or Country of Origin.

Bidder may be Joint Venture, Consortium or Association so long as they are formed and registered prior to the bid submission date.

Copy of Certificate of Incorporation issued by Registrar of firms/companies is to be submitted in support of this criterion.

b) Only Class-I and Class-II local suppliers are eligible to participate in Domestic tender enquiry.

Submit **Chapter-8:Annexure-I & J** with your bid/offer.

c) In case of Global Tender Enquiry, Indian Agent quoting on behalf of Foreign Principal Supplier should submit a certified copy of an Agreement/Memorandum of understanding (MOU) between both the parties, detailing services to be rendered by the Agency.

d) An undertaking (self-certificate) is to be submitted to demonstrate that the bidder satisfies the bidders' eligibility criteria, as mentioned in ITB Clause 1.1.2 in the form of declaration by the Bidder for Code of Integrity & conflict of interest as per **Chapter-8:Annexure-L**.

6.2 Bidders shall fulfil the following requirements on their own. Failure to submit mandatory documentary evidence may render the bid non-responsive / liable for summary rejection.

Sl.	Eligibility	Requirement / Evidence	Status
1	Firm/company registration	Valid registration certificate from appropriate authority	Mandatory
2	Income Tax Returns	ITR filed for FY 2023-24, 2024-25 and 2025-26	Mandatory
3	PAN	Valid PAN	Mandatory
4	GST	Valid GST Registration Certificate	Mandatory
5	Acceptance	Unconditional acceptance of tender terms and conditions	Mandatory
6	Price justification	Certificate of Price Justification	Mandatory
7	Non-blacklisting	Declaration that bidder is not blacklisted/debarred by Government / PSU / University / Government organisation	Mandatory
8	No deviation	Certificate of No Deviation	Mandatory
9	Make in India	Self-certification / supporting document under applicable MII policy	As applicable
10	Compliance	Certificate under applicable procurement restrictions	Mandatory

11	Manufacturer authorisation	Manufacturer's Authorisation Letter, wherever applicable	As applicable
12	Quality accreditation	AS9100 / ISO 9001 / NADCAP for applicable processes	Mandatory
13	Aerospace experience	Minimum 3 years; projects for CSIR-NAL / HAL / ADA / ISRO / Airbus / Boeing / Global Aviation OEMs or equivalent; documentary evidence	Mandatory
14	Certification-agency experience	Minimum 3 years with / to requirements of DGAQA / DGCA / Airbus / Boeing / FAA or equivalent	Evidence
15	Manufacturing & inspection facilities	In-house manufacturing facility inclusive of inspection capability	Mandatory
16	Post-processing facilities	In-house DPT, anodizing/electroplating and primer with certified manpower, wherever applicable	Desirable / as applicable
17	Financial capacity	Audited financial statements for last 3 years; annual turnover at least ₹2 crore in each of the last 3 financial years	Mandatory

6.3 Financial Qualification Criteria

a) The average annual financial turnover of 'The bidder' during the last three years, ending on 'The relevant Date', should be at INR 3 CRORE or equivalent as per the annual report (audited balance sheet and profit & loss account) of the relevant period.

b) A copy of the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries, is to be submitted in support of this criterion. Ministry of MSME have clarified that all Central Ministries/Departments/Central Public Section Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications. Further, the condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (rule 173 (i) of GFR 2017))

c) The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on 'The Relevant Date' and also ii) should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'.

Note: In case of Indian Bidders/companies (manufacturer or principal of authorized representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.

Applicability in Special Cases:

a) **Applicability to 'Make in India':**

Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

i)	their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
ii)	the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
iii)	the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

b) **Authorized Representatives:**

Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

i)	their principal manufacturer meets all the criteria above without exemption, and
ii)	the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
iii)	the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

c) **For Existing Successful Past Suppliers**:

In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past 2 procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.

d) **Joint Ventures and Holding Companies:**

Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

Note for Bidders:

a) '**Doctrine of Substantial Compliance':**

The Pre-Qualification Bidding (PQB) and Pre- Qualification Criteria (PQC) are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow

any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

c) In case of agents quoting in offshore procurements, on behalf of their principal 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:

i)	The Principal manufacturer directly or through one Indian agent on his behalf; and
ii)	Indian/foreign agent on behalf of only one principal.

d) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

e) Supporting documents submitted by the bidder must be certified as follows:

i)	All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.
ii)	All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

f) A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.

g) Indian agents quoting on behalf of its foreign principal need to submit a copy of the agency agreement with the foreign principal detailing the services to be rendered by them on behalf of the principals, failing which its bid shall not be considered.

(h) Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.

CHAPTER - 7
Contract Form

Contract No. _____ Date:_____

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

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860, of the Government of India having its registered office at No. 2, Rafi Marg, New Delhi: 110001, Republic of India represented by National Aerospace Laboratories, Bengaluru (hereinafter called "the Purchaser"), and

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

(a)	This Contract Agreement
(b)	General Conditions of Contract
(c)	Special Conditions of Contract
(d)	Technical Requirements (including Schedule of Requirements and Technical Specifications)
(e)	The Supplier's Bid and original Price Schedules
(f)	The Purchaser's Notification of Award
(g)	[Add here any other document(s)]

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

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

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

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

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

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

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

For and on behalf of the Supplier

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

CHAPTER - 8

Other Standard Forms (To be enclosed as indicated below)

TABLE OF CONTENTS

Sl. No.	Name	Annexure
1	Bid Securing Declaration. (to be enclosed with the technical bid)	
2	Bidder Information Form (to be enclosed with the technical bid)	
3	Bid Form (to be enclosed with the price bid)	
4	Performance Statement Form (to be enclosed with the technical bid)	
5	Service Support Detail Form (to be enclosed with the technical bid)	
6	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder (to be enclosed with the technical bid)	
7	Certificate of Local Content	
8	Certificate of Price Break-up of local content (to be enclosed with the Price bid)	
9	Integrity Pact (to be enclosed with the technical bid), if any To be executed on Company's Letterhead duly stamped and signed	
10	Self-Certification	
11	Deviation Statement Form (to be enclosed with the technical bid)	
12	Performance Security Form (to be submitted on award of Contract)	
13	Terms and Conditions	
14	Non-Disclosure Agreement (if applicable)	
15	Eligibility, Non-Blacklisting and No-Relation Declaration	
16	Firm/company registration certificate	
17	PAN and GST Registration Certificate	
18	ITR for FY 2023-24, 2024-25 and 2025-26	
19	AS9100 / ISO 9001 / applicable NADCAP certificates	
20	PO / Work Order / completion / performance evidence for minimum 3 years of aerospace experience	
21	Evidence of experience with DGAQA / DGCA / Airbus / Boeing / FAA or equivalent	
22	In-house manufacturing and inspection facility details	
23	CNC machine details category-wise, including make/model, axis, quantity, accuracy and table size	
24	Metrology and inspection facility details and calibration certificates	
25	In-house / MoU for post-processing facility details and approvals	
26	Audited Balance Sheet duly certified the chartered accountant	

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

Tender No.: ANNEXURE-A

BID-SECURING DECLARATION FORM

Date:_____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

Tender No.: ANNEXURE–B

BIDDER INFORMATION FORM

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

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

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

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

Signature of the Bidder _____

Name _____

Business Address _____

Tender No.: ANNEXURE–C

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated and 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. :

To : Director, CSIR-NAL, Bengaluru

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda]
(b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services] as specified in Chapter - IV
(c)	The total price of our Bid, excluding any discounts offered in item(s) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies]
(d)	The discounts offered and the methodologies for their application are: Discounts. If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]
(e)	Our bid shall be valid for the period as specified in ITB Clause 1.17.1, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 (fourteen) days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
(g)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of the Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

(h)	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
(i)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

Tender No.: ANNEXURE-D

PERFORMANCE STATEMENT FORM

Details of similar equipment/systems supplied & installed during past three years in India & Abroad

Name of the Bidder_____

Order placed by (full address of the Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed/ working satisfactory? (Attach a certificate from the purchaser/ Consignee)	Name of the Contact person along with Telephone No., Fax No. and e-mail address

Signature and Seal of the manufacturer/Bidder …….

Place :
Date :

ANNEXURE-E

Tender No.:

SERVICE SUPPORT DETAIL FORM

Sl. No.	List of similar type of equipment's serviced in the past three years	Address, Telephone Nos., Fax No. and e-mail address of the buyer	Nature of training Imparted/Service provided	Name and address of service provider

Signature and Seal of the Manufacturer/Bidder…….

Place :

Date :

Tender No. **ANNEXURE–F**

Format for declaration by the Bidder for Code of Integrity & Conflict of Interest
(This declaration should be furnished on the Bidders Letter Head

Ref. No: _____ Date _____

To,

_____

_____

(Name & address of the Purchaser)

Sir/Madam,

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 Authorised Signatory)
Company Seal

Tender No. ANNEXURE-G

Certificate of Local Content (to be enclosed along with Technical Bid)

We M/s. _____ (Name of Bidder) hereby certify that we meet the minimum

Local content for the Goods and services offered vide our offer/bid No. _____ dated

_____ as specified below:

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

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

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

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

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

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

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

Tender No. ANNEXURE-H

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

Ref: Clause 1.30.9 of the Tender No. _____

We M/s. _____ (Name of Bidder) hereby certify that we meet the minimum

Local content for the Goods and services offered vide our offer/bid No._____ dated_____ as specified below:

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

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

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

$$\% \text{ Local Content} = \left\{ \frac{Y}{X + Y} \right\} \times 100$$

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

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

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

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

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

Dated on _____ day of _____,

Tender No.: ANNEXURE–I

FORMAT OF INTEGRITY PACT

Between

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

And ……herein referred to as "The Bidder/ Contractor".

Preamble

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

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

Section: 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tendering process treat all Bidder(s) with equity and reason.
The Principal will in particular, before and during the tendering process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tendering process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced person(s).

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tendering process and while executing the contract.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tendering process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tendering process or while executing the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders' into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers", shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers", is annexed and marked as Annexure.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third person(s) to commit offences outlined above or be an accessory to such offences.

(3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

Section: 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section - 3, the Principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section - 3, or if the Principal is entitled to terminate the contract according to Section - 3, the Principal shall be entitled

to demand and recover from the Contractor Liquidated Damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section: 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tendering process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings".

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before the signing of the contract.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders', Contractors' and Subcontractors'.

(3) The Principal will disqualify from the tendering process all bidders' who do not sign this Pact or violate its provisions.

Section: 7 – Criminal charges against violating Bidders/Contractors/Sub-contractors.

(1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer. Section: 8 - Independent External Monitors

(a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Joint Secretary (Admin), CSIR.

(c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality.

(d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(e) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(f) The Monitor will submit a written report to the Joint Secretary (Admin), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

(g) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Director's of the CSIR.

(h) If the Monitor has reported to the Joint Secretary (Admin), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(i) The word 'Monitor', would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

_____	_____
(For & On behalf of the Principal)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place……	Place……
Date……..	Date……..

Witness

1: (Name & Address): _____

2: (Name & Address): _____

Tender No. ANNEXURE-J

SELF CERTIFICATION

With reference to Clause No. 1.1.3, of this tender and GoI, Ministry of Finance Order No.: F. No. 6/18/2019-PPD, dated 23rd July, 2020, on "Restrictions under Rule 144 (xi), of the General Financial Rules (GFRs)", & OM No. F. No. 18/37/2020-PPD, dated 8th February, 2021, and as amended from time to time on the date of issue of Tender:

It is certified that

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

OR

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

□ Tick as applicable

Place:

Date:

Authorised Signatory Name:
Company Seal

Tender No.: ANNEXURE-K

DEVIATION STATEMENT FORM

PART –I

The following are the particulars of deviations from the requirements of the tender specifications:

Sl.No.	Name of Specifications/ Parts/Accessories of Tender Enquiry	Specifications of quote Model/Part/ Accessory	Compliance whether YES/NO	Deviation, if any to be indicated in unambiguous terms (The compliance/ Deviation should be supported by relevant Technical Literature)	Technical justification for the deviation, if any. If specification is superior/ inferior than asked for in the enquiry, it should be clearly brought out in the justification

Signature of Bidder

- If the Bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- The Technical and Commercial deviations should be indicated separately.
- If the Bidder fails to enclose the compliance statement, his bid is likely to be rejected.
- Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

Place:

Date:

Signature and seal of the Manufacturer/Bidder

Tender No.: ANNEXURE –K

PART – II

I) The E-bid shall comprise of the documents as per the requirement of the tender document. The documents specified below should be scanned and uploaded in PDF Format in proper sequence. The scanned documents uploaded as part of bid should be scanned in high resolution for better readability.

Sr. No.	Tender Clause No./ Chapter/Annexure	Tender Requirement	Compliance	Document Submitted
2	Chapter-8, Annexure-B	Bid Securing Declaration Form	Yes / No	Yes / NA
3	ITB 1.18	Bid is Signed	Yes / No	Yes / NA
4	Chapter 8: Annexure–C	Bidder Information Form	Yes / No	Yes / NA
5	Chapter 8: Annexure-D	Bid Form-Tender Acceptance Form	Yes / No	Yes / No
7	Chapter 8 - Annexure F	Performance Statement Form	Yes / No	Yes / NA
8	Chapter 8: Annexure G	Service Support details enclosed	Yes / No	Yes / NA
9	Chapter 8: Annexure-H	Declaration by the Bidder for Code of Integrity & conflict of Interest	Yes / No	Yes / NA
10	Chapter-8:Annexure-I	Self-Certification for Local Content [For Class-I or Class-II Local Suppliers]	Yes / No	Yes / NA
11	Chapter-8:Annexure-J	Price break-up for Local content [to be attached with price bid in case of two bids]	Yes / No	Yes / NA
12	Chapter 8: Annexure-K	Integrity Pact (if applicable)	Yes / No	Yes / NA
13	MSME Registration of appropriate authority	Documents to substantiate MSME Bidder status	Yes / No	Yes / NA
14	Self-Certification	1.1.3 & Chapter-8:Annexure-L	Yes / No	Yes / NA
15	Chapter 8:Annexure M - Part I & Part II	Deviation Statement Form enclosed	Yes / No	Yes / NA

16	Chapter-6, 6.1(a)	Certificate of Incorporation	Yes / No	Yes / NA
17	Chapter-6, 6.1(c)	Agency Agreement/MoU beween Foreign Principal and Indian Agency (If bidder if Agent of Foreign Principal) for Global Tender Enquiry)	Yes / No	Yes / NA
18	Unpriced bid with Technical specifications & Scope of Supply		Yes / No	Yes / NA
19	Chapter 6, 6.3(b)	Annual Financial Report (audited Balance Sheet and Profit & Loss Account) of the last Three Financial Years, duly authenticated by a Chartered Accountant/Cost Accountant	Yes / No	Yes / NA
20	Chapter 3	Schedule of Requirement	Yes / No	Yes / NA
21	Confidentiality and Non-Disclosure Agreement		Yes / No	Yes / No

Note: The documents comprising bid should be submitted in the above sequence in orderly manner.

II) The following are the particulars of deviation/compliances as per tender conditions and Clause No.1.26 of tender document

1	ITB 1.17	Bid Validity (90 days after the date of Bid opening)	Yes / No Bid Valid upto…….	Yes / NA
2	GCC/SCC 2.21	Warranty: As per SCC & Chapter-4	Yes / No	Yes / NA
3	GCC/SCC 2.13	Agree to submit Performance Security as per Clause 2.12.1 & as specified in SCC	Yes / No	Yes / NA
4	Terms and Conditions		Yes / No	Yes / NA
5	Original Equipment Manufacturer/Authorised Indian Agent agree to submit Contract Agreement in the Form as per Chapter-7, if any		Yes / No	Yes / NA

III) The financial qualification criteria as specified in Clause 6.3, of the tender document is fulfilled by us and the copies of the annual reports (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant, are submitted in support of the following information:

i) The average annual financial turnover of our firm M/s…… during the last three years, ending on 31st March, is more than, as per Chapter-6, Clause No.6.3, as per the following data:

Financial Year				Average
Annual Financial Turnover in Rupees crore				

ii) The net worth of our firm M/s. had not been negative on 31st March, and also it has not eroded by more than 30 (thirty) per cent inthe last three years, ending on 31st March 2021, as per the following data:

Financial Year end date				
Net worth in Rupees lakh				

IV) Price bid comprises of BOQ (format in Chapter-6) filled up on CPPP website https://etenders.gov.in along with Annexure-J filled up and uploaded as Cover-1. Price break up for Local content (to be attached with Price bid in case of Two Bids) for Class - I or II, Local suppliers (Make in India) in the form of Annexure-J, if applicable.

Signature and seal of the Bidder

Date:

Tender No.: ANNEXURE–L

PERFORMANCE SECURITY FORM/STAND-BY LETTER OF CREDIT

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY/ STAND-BY LETTER OF CREDIT

To,

……..

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

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

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

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

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

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

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

(Signature of the authorised officer of the Bank)

…….

Name, designation and contact details of the officer

…….

Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post with acknowledgement due an unstamped duplicate copy of the said Guarantee directly to the Purchaser with a covering letter to compare with the original BG for its correctness.

Tender No.

TERMS & CONDITIONS

Tender No.	NAL/PUR/	
Sl. No.	Approximate weight of the Consignment	Approximate dimensions of the consignment
1		
2	Indian Customs Tariff No. and HSN No. (ICT & HSN No.)	
3	Country of Origin	
4	Percentage of Local Content	
5	Annual Turnover	
6	Type of Supplier	
7	Mode of Shipment By Air/SEA/Road/e-download	
8	Port of Destination	Final Destination
9	Delivery Term (INCO Term), as the case may be	
10	Delivery Schedule including Supply, Installation, Commissioning, Tra ning and Acceptance	
a)	Delivery of the Item as per Chapter4/BoQ [In weeks/Days/ Months from the date of PO/LC/ILC/ Advance [Mention the appropriate term]	
b)	Installation & Commissioning from the date of Delivery of item [In weeks/Days/Months]	
c)	Training from the date of Installation & Commissioning of item [In weeks/Days/Months]	
d)	Acceptance from the date of Training [In weeks/Days/Months]	

11	Installation & Commissioning (if any) Quoted Price inclusive or exclusive	
12	Training (if any) Quoted Price inclusive or exclusive	
13	Partial Shipment [If partial shipment required, the charges incurred towards partial shipment to be borne by the Bidder]	
14	Terms of Payment	
15	Currency of the Bid/Quotation	
16	Statutory Levies [GST/IGST or any other taxes, duties] Percentage of the tax to be mentioned.	
17	Bidder GST No.	
18	Bidder Bank Details along with Cancelled cheque	
19	Insurance Coverage as per GCC/SCC Clause No.2.17.1	
20	Warranty	
21	Agree to submit Performance Security as per GCC/SCC Clause No.2.13.1	
22	Integrity Pact as per GCC/SCC Clause No.2.43.1, to be signed and stamped on Organization's Letter head, if applicable	
23	Validity of the offer	

24	Order to be placed [Full address, Tel No., Fax No., Email ID, Contact Person]	
25	Nature of the item [to be specified] Hazardous/Radio Active/Perishable/ Dangerous/Shelf-life or any other	
26	Bidder to mention in the quote, any special carrier requirement is necessary for transport viz Special License, ODC etc.,	
27	Any other	
28	Total Price quoted as per BoQ/Price Schedule/List of Deliverables exclusive of tax	
29	Total Price quoted as per BoQ/Price Schedule/List of Deliverables inclusive of tax	
30	If country of Origin is Foreign, Bidders may provide the following details, as per GOI Procurement Policies (DIPP Order No.P-45021/2/2017-PP (BE-II).	
	"Self-Certification that the item offered meets the minimum local content (in terms of percentage) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the Make in India Policy", if applicable.	
Note:	Unit Price indicating currency FOB (named port of shipment or FCA (named place of delivery)	

31. The average annual financial turnover of our firm M/s……, during the last three years, ending on 31st March, is more than, as per Chapter-6, Clause No.6.3, as per the following data:

Financial Year				Average
Annual Financial Turnover in Rupees crore				

The net worth of our firm M/s._____,had not been negative on 31st March, and also it has not eroded by more than 30 (thirty) per cent inthe last 3 (three) years, ending on 31st March, 2021, as per the following data:

Financial Year end date				
Net worth in Rupees lakh				

Signature and seal of the Bidder

Date:

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into on this **____day of …… (Year)** ("Effective Date") by and between……, a company incorporated under the provisions of the Companies Act, 1956, having its Business Office at ……, (**"XYZ"**), and **Council of Scientific and Industrial Research,** a society registered under the societies Registration Act XXI of 1860, having its Registered Office at Anusandhan Bhavan, 2 Rafi Marg, New Delhi 110001, represented by its **National Aerospace Laboratories**, located at P.B.No. 1779, HAL Airport Road, Kodihalli, Bangalore 560017, India (**"CSIR-NAL"**). Hereinafter either of the **Parties** is individually referred to as a **"Party"** and collectively as the **"Parties"** in this **Agreement.**

1. Disclosure of Confidential Information

For the purpose of this agreement, "**CSIR-NAL**" is "**Disclosing Party**" and "**XYZ**" is "**Receiving party**" Under this agreement, CSIR-NAL may disclose confidential information to the **Receiving** Party either orally or in any recorded medium, during discussions and pre-bid meetings for providing information comprising or relating to : techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, pricing, service proposals, methods of operations, procedures, products and/or services ("Confidential Information") related to **SARAS Mk-II Aircraft programme**. Based on the disclosure, **Receiving Party will submit the tender for the RFQ generated from CSIR-NAL ("Purpose").** Confidential Information shall include all nonpublic information furnished, disclosed or transmitted regardless of form.

2. Confidentiality

It is agreed that:

Receiving Party will use the Confidential Information solely for above stated purpose of this agreement. Receiving Party shall not copy, reproduce or use the Confidential Information in any way that is directly or indirectly detrimental to Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party without written authorization by the Disclosing Party. Receiving Party shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such Representatives, Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Receiving Party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no event less than the measures it uses for its own information of similar type. Receiving Party and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business

relationship between the parties, (ii) that it has requested or received Confidential Information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship. Receiving Party and its Representatives will immediately notify Disclosing

Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. Receiving Party and its Representatives will use its best efforts to assist Disclosing Party in remedying any such unauthorized use or disclosure of the Confidential Information.

The parties have appointed the following individuals to co-ordinate the disclosure and receipt of Confidential Information under this Agreement:

For Name: Title: Address: Telephone No.: E-mail: Fax:	For CSIR-NAL Name: R.Venkatesh Designation: Division: Head PBMD Address: CSIR-National Aerospace Laboratories, HAL Airport Road, Kodihalli, Bengaluru–560 017, Telephone No.: Fax: E-mail:

Either Party may change above designated technical point of contact by informing other Party.

Any notices will be in writing and sent to each party at its address below which may be changed upon written notice. Notices will be effective upon receipt.

For Name: Title: Address: Telephone No.: Fax: E-mail:	For CSIR-NAL Name: Title: Head, PBMD Address: CSIR-National aerospace Laboratories, P.B. No. 1779, HAL Airport Road, Kodihalli, Bengaluru – 560 017 Telephone: 080-25086207; E-mail:

The obligations contained in this Section – 2, will not apply to the extent that Receiving Party can demonstrate that the Confidential Information: (a) was part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party from third Party prior to the disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or (d) is in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party (e) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided, however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a

protective order prior to such disclosure, and shall only disclose the portion of Confidential Information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if Disclosing Party waives disclosure of such information.

1. Ownership of Confidential Information

Disclosing Party retains all rights, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or hereafter may be obtained by Disclosing Party is either granted or implied by the disclosure of Confidential Information to Receiving Party. Confidential Information is provided "as is", basis. In no event shall Disclosing Party be liable for the accuracy or completeness of the Confidential Information.

2. Term

Unless renewed for a further period, this Agreement shall terminate 5 (five) years from the Effective Date. For the term of this Agreement and 10 (ten) years thereafter, the receiving party shall neither disclose the Disclosing Party's confidential information to any other third party.

3. Return of Confidential Information

During the term of this agreement, upon written request of Disclosing Party, Receiving Party and its Representatives shall promptly return to Disclosing Party all copies of Confidential Information in its possession including, without limitation, all copies of any analyses, compilations, studies or other documents prepared by Receiving Party or its Representatives containing or reflecting any Confidential Information. Receiving party shall certify in writing that it and its Representatives have returned all such information to Disclosing Party.

4. General

a) This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of India and is subject to the exclusive jurisdiction of the Courts of Bangalore, Karnataka, India and may be modified only in writing and signed as accepted by both the Parties.
b) Receiving Party agrees that the breach of the provisions of this Agreement by it, will cause Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Disclosing Party will, therefore, be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law or in equity. Any Dispute or claim arising out of or relating to this Agreement shall be first tried to solve through mutual discussions by authorised representatives of both the Parties. If no conclusion is arrived at through such mutual discussions within a period of 30 (thirty) days, then

the dispute should be settled by arbitration in accordance with Delhi International Arbitration Center (DIAC), Delhi High Court, New Delhi. Decision of arbitral tribunal shall be final and binding on the Parties. Parties shall equally bear the cost of arbitration and its proceedings unless the award provides otherwise. The Parties shall continue to perform their respective obligations under this Agreement during the pendency of the arbitration proceedings except insofar as such obligations are the subject matter of the said arbitration proceedings.

c) Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties permitted successors and assigns.

d) This Agreement may be amended or supplemented only by a writing that is signed by duly authorised representatives of both the parties.

e) No term or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorised representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

f) Either party may terminate this Agreement upon service of 60 (sixty) days' prior written notice to the said effect on the other party with return of confidential information as stated in Clause 5.

g) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

h) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral.

In witness whereof, the parties hereto have Accepted and agreed this agreement as of the date first above written by the following authorised Party representatives:

FOR AND ON BEHALF OF	FOR AND ON BEHALF OF CSIR-NAL
Signature: Name: Designation & Seal:	Signature: Name: R. Venkatesh Designation & Seal: Head, PBMD
Witnesses (Name & Signature): 1. 2.	Witnesses (Name & Signature): 1. 2.

Digitally signed by BABU RAO DAMODHAR RAO
Date: 2026.10.26 10:59:52 IST
Location: eProcurement System for