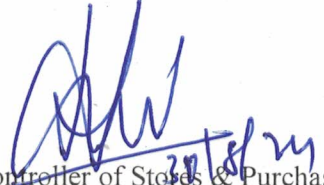


Ref: NAL/PUR/EAD/087/2024(H)

Date: 30-08-2024

## CORRIGENDUM

In continuation to CSIR-National Aerospace Laboratories Tender No. 2024\_CSIR\_206238\_1 DT:28-08-2024 for the procurement of **“BLDC Motor and ESC sets for Stratospheric Applications”**, the bidders are informed to note that due to some technical issues we are hereby uploading the said tender again. Kindly, note that there are no changes in the terms and conditions of the tender.



Controller of Stores & Purchase  
For and On behalf of CSIR - NAL



TENDER NO: NAL/PUR/EAD/087/2024(H)

DATE: 21-06-2024

TENDER DOCUMENT

FOR

**BLDC Motor and ESC sets for Stratospheric Applications**

---

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH  
NATIONAL AEROSPACE LABORATORIES  
NWTC-BELUR CAMPUS, BENGALURU: 560 037  
KARNATAKA, REPUBLIC OF INDIA



CSIR - NATIONAL AEROSPACE LABORATORIES  
NWTC-BELUR CAMPUS, BENGALURU-560 037  
Tel No.: 00 91 80 25051505 / 1548  
Email: sauravkumar@nal.res.in, shoba@nal.res.in  
Website: www.nal.res.in

### Notice Inviting e-Tender

CSIR - National Aerospace Laboratories (NAL), Bengaluru, India is one of the premier laboratories under the aegis of Council of Scientific & Industrial Research, an autonomous body under the Department of Scientific and Industrial Research, Ministry of Science & Technology, Government of India, New Delhi. CSIR-NAL is a Science and Knowledge based Research, Development and Consulting Organization. It is internationally known for its excellence in Scientific Research in Aerospace Engineering.

The Director, CSIR-NAL invites bids from the Manufacturers, their distributors and Indian Agent of Foreign Principals, if any, for the procurement of the following Goods/Services for its day-to-day research. The technical specifications, allied requirements and scope of supply are given in Chapter - 4 appended herewith.

Sl. No.	Tender No.	Brief Description of the material(s)	Quantity	Type of the Bid	Mode of Procurement
01.	NAL/PUR/EAD/087/2024(H)	BLDC Motor and ESC sets for Stratospheric Applications (Specification as per Chapter-4)	Details as per Chapter-4 and BoQ	<b>Single Stage Two Bid</b>	Open Tender

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>. 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. Interested Bidders may obtain further information from the office of the:  
Controller of Stores & Purchase  
Purchase Division  
CSIR - National Aerospace Laboratories  
NWTC-Belur Campus,  
Bengaluru – 560 037, Karnataka-India  
Tel #: 080 25051548 / 1636  
Email : sauravkumar@nal.res.in / shoba@nal.res.in
3. The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on e-Tender portal <https://etenders.gov.in>.

4. The Interested bidders should upload Non-Disclosure Agreement (NDA), on e-Tender portal <https://etenders.gov.in> as scheduled below before attending the Pre-bid meeting and kindly note that it is mandatory to submit the NDA to participate in the Pre-bid meeting and only those bidders can submit the tenders and the other bids will be rejected, if any. The NDA should be executed on company's letter head and signed by the bidders on both sides of each page.

Successful bidder should submit NDA duly registered as per Stamp Act of India before placement of the Purchase Order.

	Date	Time in hours (IST)
Submission of NDA [on or before]	-----NOT APPLICABLE-----	
Approval of NDA		

5. (a) A Pre-Bid Conference (PBC) will be held as mentioned below (as the case may be):

	Date	Time in hours (IST)	Venue
Pre-Bid Conference	-----NOT APPLICABLE-----		
Bidders desirous of attending Pre-bid meeting are required to provide the following details:-			
1. Bidders Name & address			
2. Name, designation & mobile number of the representative(s) attending the meeting.			
3. E-mail ID to which the meeting invitation to be sent.			
4. Pre-bid queries, if any.			
The above information should be sent by e-mail to <a href="mailto:sauravkumar@nal.res.in">sauravkumar@nal.res.in</a> / <a href="mailto:mahesh_r@nal.res.in">mahesh_r@nal.res.in</a> / <a href="mailto:cosp@nal.res.in">cosp@nal.res.in</a> <b>on or before dd-mm-yyyy</b>			

(b) No Queries, suggestions or representation made after the PBC will be entertained. Changes made to the bidding document subsequent to the PBC shall be treated as amendment to the bidding document and the same is hosted in the CPP Portal and the Website of NAL.

(c) The Prospective bidders are requested to take cognizance of the amendment(s) made, if any before formulating and uploading their bids.

6. The Bid prepared by the Bidder shall include the following:

Bid Security Declaration Form (BS)/Earnest Money Deposit (EMD)	
a)	The amount of Bid Security/EMD shall be: <b>NIL</b> The bidder has to submit "Bid Security Declaration", as per the format specified in Chapter - 8, Annexure-B. The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee/Demand Draft drawn in favour of "The Director, National Aerospace Laboratories, Bengaluru". The original Bid Security/EMD must be delivered to the address mentioned in Sl. No.2, above or before bid submission date and time as mentioned in "Date Sheet", failing which the bid shall be summarily rejected. For further details, refer Clause No.1.16 of Tender document
<b>OR</b>	

b)	<del>In case if the Bid Security/EMD is NIL (or) Bidder is claiming exemption as per the provisions specified in the tender document,</del> The Bid Security Declaration in the name of "The Director, CSIR-National Aerospace Laboratories, Bengaluru", should be part of the Technical Bid, without which the bid is liable to for rejection.
c)	For further details on the above, refer tender document.
d)	Forms as specified in Chapter – 8

7. The Schedule for Submission of e-Bids and Opening of e-Bids is as follows:

Date & Time of Submission of e-Bid		Date and Time of Opening of e-Bid	
Date	Time (IST)	Date	Time (IST)
23-Sep-2024	10.00 Hrs.	24-Sep-2024	11.00 Hrs.

8. The Government of India's Public Procurement Policies are binding on CSIR-NAL, as the case may be. Therefore, the Bidders are requested to refer to the guidelines as and when issued regarding the Government of India Procurement Policies for "Make in India", and Ministry of Micro, Small & Medium Enterprises (MSME), issued by the Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DPIIT) and Ministry of Finance. The onus for ensuring compliance to the provisions of the policy notifications and keeping in view the requirements under current tender document entirely rests with the Bidder.

Though the provisions pertaining to Government's public procurement purchase preference policy are briefly stated in the tender document under relevant clauses. Any bidder seeking exemptions/benefits/preferences under MSMEs/Start Up India/Make in India/DPIIT, Ministry of Commerce and Industry policy or any other policy/scheme of the Government of India, which is currently in force must declare at the time of bidding regarding their bidding status and the benefit/preference sought under the relevant policy of the Government and enclose all related documents/certificates etc., for claiming such benefits. The bidder must also clearly highlight the provisions of the policy with respect to the benefit/preference being sought by it for which it meets the eligibility conditions. Any exemption of DPIIT order is at the discretion of the Competent Authority of CSIR.

IF THE BIDDER FAILS TO DECLARE ITS STATUS AND/OR FAILS TO CLAIM THE POLCIY BENEFIT/PREFERENCE/ EXEMPTION ETC., AND/OR FAILS TO SUBMIT NECESSARY DOCUMENTS/CERTIFICATES IN SUPPORT OF ITS CLAIM AT THE TIME OF BIDDING, 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 IN SUPPORT OF ITS CLAIM AS IT VIOLATES THE TENDERING PROCESS.

9. (a) 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 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.

(b) Foreign Bidders must disclose the name and address of their agent and representative in India and Indian bidder must disclose their foreign principal or associates.

(c) If bidder is an Indian Agent of Foreign Principal, the following instruction shall be complied and as amended from time to time as on the date of issue of tender:

i)	Bidder must necessarily comply with conditions of "Make in India", Order No. F-45021/2/2017-PP (BE-II), dated 16-Sep-2020, of Ministry of Commerce and Industry, Government of India, as amended from time to time on the date of issue of tender.
ii)	The Bidder shall comply with restrictions under Rule 144 (xi), of the GFR 2017, related to restrictions on participation of Foreign Bidders and their authorized Indian Agent/Dealer in terms of Order No.P-45021/112/2020-PP (BE-II) (E-43780), dated 24-Aug-2020, of the Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, as amended from time to time as on the date of issue of order.

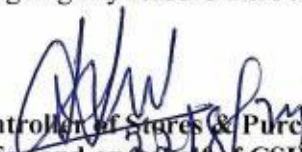
10. The bids failing to comply the following clauses will be summarily rejected.

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

(b) In case if the product(s) supplied is/are not from Bidders of countries sharing land border with India, such Bidders should enclose a declaration

(c) The debarment of a Bidder in this tender, if any, is reciprocal of that Principal's country, if it is an import.

11. The Director, CSIR-National Aerospace Laboratories (NAL), Bengaluru, India, reserves the right to accept or reject any bid(s) or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reasons there for.

  
Controller of Stores & Purchase  
For and on behalf of CSIR

**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 e-procurement 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. Bidders 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 organization 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.

## INDEX

<b>Chapter</b>	<b>Content</b>	<b>Page No.</b>
1	Instructions to Bidders	08
2	General and Special Conditions of Contract	38
3	Schedule of Requirement	60
4	Specifications and Allied Technical Details (Chapter 4)	61
5	Price Schedule Forms (Chapter 5)	69
6	Qualification Requirements (Chapter 6)	72
7	Contract Form (Chapter 7)	76
8	Other Forms	78
9	Terms & Conditions	102
10	Confidentiality and Non-Disclosure Agreement	107



CHAPTER - 1

INSTRUCTIONS TO BIDDERS - Table of Contents

Clause No.	Contents	Page No.
<b>A. Introduction</b>		
1.1	Eligible Bidders	9
1.2	Cost of Bidding	9
1.3	Code of Integrity	9
<b>B. The Bidding Documents</b>		
1.4	Cost of tender documents	12
1.5	Content of tender documents	12
1.6	Clarification of tender documents	13
1.7	Amendment of tender documents	14
<b>C. Preparation of Bids</b>		
1.8	Language of Bid	14
1.9	Purchase Preference Policies	15
1.10	Documents Comprising the Bid	15
1.11	Bid form and price schedule	16
1.12	Bid Prices	17
1.13	Bid Currencies	19
1.14	Documents Establishing Bidder's Eligibility and Qualifications	19
1.15	Documents Establishing Goods' Eligibility And Conformity to Bidding Documents	19
1.16	Bid Security	20
1.17	Period of Validity of Bids	22
1.18	Format and Signing of Bid	23
<b>D. Submission and Sealing Bids</b>		
1.19	Submission, Sealing and Marking of Bids	23
1.20	Deadline for Submission of Bids	24
1.21	Late Bids	24
1.22	Withdrawal, substitution and Modification of Bids	24
<b>E. Opening and Evaluation of Bids</b>		
1.23	Opening of Bids by the Purchaser	24
1.24	Confidentiality	25
1.25	Clarification of Bids	25
1.26	Preliminary Examination	25
1.27	Bidders right to question rejection	26
1.28	Responsiveness of Bids	27
1.29	Non-Conformity, Error and Omission	27
1.30	Examination of Terms & Conditions, Technical Evaluation	27
1.31	Conversion to Single Currency	28
1.32	Evaluation and Comparison of bids	28
1.33	Contacting the Purchaser	34
1.34	Post qualification	34
<b>F. Award of Contract</b>		
1.35	Negotiations	34
1.36	Award Criteria	34
1.37	Purchaser's right to vary Quantities at Time of Award	35
1.38	Option Clause	35
1.39	Purchaser's right to accept any Bid and to reject any or all Bids	35
1.40	Notification of Award	35
1.41	Signing of Contract	35
1.42	Order Acceptance	35
1.43	Performance Security	36
1.44	Integrity Pact	36
1.45	Assistance to Bidders	37

## **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. The 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. Any bidder from foreign country can participate in Global Tender Enquiry subject to Clause 1.1.3 below. Mode of Procurement is whether Domestic Tender or Global Tender Enquiry is specified in the Notice Inviting Tenders (NIT).
- 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: Annexure-H, 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, non-competitive 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 <i>sue-moto</i> 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 can be downloaded at *free of cost* from the website of CPP Portal <https://etenders.gov.in> or [www.nal.res.in](http://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.	Title
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 Security / Earnest Money Deposit
(ii)	Bid Securing declaration
(iii)	Bidder Information Form
(iv)	Bid form
(v)	Manufacturer's Authorization Form (MAF);
(vi)	Performance Statement form
(vii)	Service Support details;
(viii)	Format for declaration by the bidder for code of integrity and conflict of interest
(ix)	Certificate of Local Content
(x)	Certificate of Price Break-up of Local Content
(xi)	Integrity pact
(xii)	Self-Certification
(xiii)	Deviation Statement Form
(xiv)	Performance Security Form
(xv)	Acceptance Certificate 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 of tender documents

### Pre-Bid Conference (PBC)

The objective of PBC is to provide a platform for clarifying issues and clearing doubt, if any, about the specification and other allied technical/commercial details of the bid document. This is also an opportunity to question the bidding conditions and the bidding process. You can bring to our notice any restrictive terms, condition, inconsistent/conflicting, clauses terms/information or item specification in the tender document so that required changes can be made, if any.

#### 1.6.1 In case when there is NO PRE-BID CONFERENCE

A prospective Bidder requiring any clarification of the bidding Documents shall contact the Purchaser in writing through the CPPP website <https://etenders.gov.in> OR at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing through the CPP Portal OR through e-mail to any request for clarification, provided that such request is received not later than **ten (10)** days prior to the due date for submission of bids. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 1.7 relating to amendment of bidding documents and ITB Clause 1.20 relating to Due date for Submission of Bids. The amendments issued would be hosted on the CPPP website <https://etenders.gov.in> of the Purchaser for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

#### 1.6.2. ~~In case when there is PRE-BID CONFERENCE~~

~~a) A prospective Bidder requiring any clarification of the Biding Documents shall contact the Purchaser in writing through CPPP website <https://etenders.gov.in> OR at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT which would be deliberated as per ITB Clause 1.6.2 (b) of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the Pre-Bid Conference. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 1.7 relating to amendment of Bidding Documents and ITB Clause 1.20 relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the CPPP website <https://etenders.gov.in> of the Purchaser for the benefit of the other prospective bidders.~~

~~b) A Pre-bid Conference shall be held at venue and schedule specified in Tender Detail Screen. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate CSIR-NAL for proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach CSIR-NAL as indicated in Invitation to Bid. Queries may be sent by email to CSIR-NAL shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on CPPP website~~

~~https://etenders.gov.in for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the CPPP website https://etenders.gov.in after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the Tender document.~~

~~A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to attend the Pre-bid Conference. In order to facilitate the purchaser, the proper conduct of the Pre-bid Conference, all prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), NIT, latest by the date specified in the critical date sheet. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference, if any. The purchaser shall answer the queries during the pre-bid conference, which would become part of the proceedings of the Pre-bid Conference. The proceeding of the Pre-Bid Conference will be hosted on the website of the purchaser/ CPP Portal. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website/ CPP Portal after the Pre-bid Conference, in order to enable them take cognizance of the revised tender terms and conditions.~~

~~1.6.3 The queries, clarifications and amendments issued would also be hosted on the website of the CPP Portal/Purchaser for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.~~

## **1.7 Amendment of 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 downloaded 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 and take cognizance of the amendments, if any before formulating and submitting their bids.

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.

## **C. PREPARATION OF BIDS**

### **1.8. Language of Bid**

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and the Purchaser shall be written in English language only, especially when the details are technical in nature. However, if GoI

makes it mandatory under Raj Bhasha Abhiyan, the views of Rajbhasha unit of CSIR may be sought.

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

## 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 28<sup>th</sup> 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
<b>A. TECHNICAL BID</b>	
(a)	Bid Security/Earnest Money Deposit (as specified in the Invitation to Bids);
(b)	Bid Securing Declaration
(c)	Bidder Information Form
(d)	Bid Form
(e)	Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent;
(f)	Performance Statement Form;
(g)	Service support details form;
(h)	Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
(i)	Certificate of Local Content <ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ In cases of procurement for a value in excess of Rs.10 crores, the local supplier should provide a certificate from the statutory auditor</li> </ul>



	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.
(j)	Certificate of Price Break-up of Local Content
(k)	Integrity Pact, if applicable;
(l)	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;
(m)	Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff (ICT) number and Harmonized System of Nomenclature (HSN) number.
(n)	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.
(o)	Deviation Statement Form;
(p)	Schedule of requirements.
(q)	Unpriced bid with Technical Specifications & Scope of Supply/services and Terms & Conditions.
<b>B. PRICE BID</b>	
(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 ITB Clause 1.18.3 of 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)	<b>For the goods manufactured within India</b>	
(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.	
(b)	<b>For goods manufactured abroad</b>	
(i)	The price of the goods, quoted on FCA (named place of delivery abroad) or Free on Board (FOB) (named port of shipment), as specified in the price schedule form.	
(ii)	The charges for insurance and transportation of the goods to the port/place of destination both by Air/Sea.	
(iii)	The agency commission charges, if any.	
(iv)	Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CAMC, site preparation and training including any incidental services, if any.	

~~1.12.3 The terms Free on Board (FOB), Free Carrier (FCA), Cost Insurance and Freight (CIF), Carriage Insurance Paid (CIP) etc., shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.~~

1.12.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc., such offer(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.
- ~~1.12.7 (a) In case of imports, the freight and insurance will be paid by the Purchaser, as the consignments are to be shipped through the Purchaser's nominated freight forwarder.~~
- ~~(b) Custom Duty is levied on all the imports meant for CSIR-NAL. Hence, the Bidders are requested to quote only on FOB/FCA basis, and freight, insurance and customs duty should be quoted as applicable to Research & Development Institutions and the same shall be borne by the Purchaser.~~
- 1.12.8 In case of bids in Indian Rupees, the price criteria should be on Free Delivery to CSIR-NAL. The rates should be quoted by furnishing the basic price, GST etc., if any. Alongside, all government levies such as GST, shall be paid at actuals as applicable on the date of delivery.
- 1.12.9 (a) CSIR-NAL is a Public Funded Research Institute under Department of Scientific & Industrial Research, Ministry of Science & Technology, Government of India and concessional **Custom duty at the rate of 5.50 (five point five zero) per cent** is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs, dated 23-July-1996, as amended from time to time.
- (b) CSIR-NAL is a Public Funded Research Institute under Department of Scientific & Industrial Research, Government of India and concessional GST is not applicable for the goods purchased for research purpose. Hence, the **GST will be applicable at the rate of 18 (eighteen) per cent for the goods and services** supplied to CSIR Laboratories.
- 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 only for offers received for supply within India** and in freely convertible foreign currency in case of offers received for supply from foreign countries i.e., domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers will receive their agency commission in Indian currency; cost of imported goods & services rendered in India, which are directly imported against the contract, may be quoted in foreign currency/ies. Multicurrency BoQ shall have provision to quote prices in multiple currencies including Indian Rupees.

### 1.14. Documents Establishing Bidder's Eligibility and qualifications

1.14.1 The bidder shall furnish, as part of its bid documents establishing the bidder's 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 Authorization Form (MAF), using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods
(c)	In case a bidder not doing business within India, it shall furnish the certificate to the effect that, the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc., during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc., during the warranty and post-warranty period.

1.14.3 **Conditional tenders/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)	A 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)**

1.16.1 ~~The Bidder shall furnish, as part of its bid, a Bid Security (BS)/Earnest Money Deposit (EMD) for an amount as specified in the Invitation for Bids in the form of Bank Guarantee/Demand Draft drawn on any Nationalised Bank in favour of the "Director, National Aerospace Laboratories, Bengaluru", as the case may be.~~

A. ~~In the case of foreign bidder(s):~~

a)	<del>The BS/EMD shall be submitted either by the principal or by the Indian agent.</del>
b)	<del>The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote.</del>
c)	<del>The Bank Guarantee (BG) is insisted due to steep fluctuations in foreign exchange hence, the foreign DDs are not accepted towards BS/EMD.</del>
d)	<del>In case a bidder desires to submit a BG issued by a foreign bank, the same should be confirmed by a Nationalised bank in India.</del>

B. ~~In the case of Indigenous Bidder(s):-~~

~~The BS/EMD shall be submitted by the manufacturer or their specifically authorised dealer/bidder.~~

1.16.2 ~~The E-bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of Cash/Cheque or any other form other than Demand Draft/Bank Guarantee as per format given in Chapter-8, as the case may be. Kindly note that No Interest is payable on BS/EMD.~~

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

(a)	District Industries Centre
(b)	Khadi and Village Industries Commission
(c)	Khadi and Village Industries Board
(d)	Coir Board
(e)	National Small Industries Corporation
(f)	Directorate of Handicraft and Handloom and
(g)	Any other body specified by the Ministry of MSME
(h)	Udyog Aadhaar Acknowledgement/Udyog Aadhaar Memorandum issued by MoMSME.

agencies:

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

Scanned Copy of Demand Draft/Bank Guarantee towards bid security should be uploaded along with the E-bid. The envelope enclosing EMD should be superscribed on an envelop with Tender Number and specifying as "EMD".

THE CONTROLLER OF STORES & PURCHASE  
CSIR NATIONAL AEROSPACE LABORATORIES  
PB NO.1779, HAL AIRPORT ROAD, NWTC-BELUR CAMPUS,  
BENGALURU-560037  
KARNATAKA, REPUBLIC OF INDIA

mentioned below:-

1.16.5 The bid security should be submitted in its original form to the address

1.16.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.16.11 are invoked.

(a)	A Bank guarantee (BG) or stand by Letter of Credit issued by a Nationalized Bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 (forty five) days beyond the validity of the Bid. In case a Bidder desires to submit a BG issued by a Foreign Bank, the same should be confirmed by a Nationalized Indian Bank [OR]
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser issued by any Nationalized bank [OR]
(c)	A Fixed Deposit Receipt pledged in favour of the Director, CSIR-NAL, Bengaluru.

the bidders option:

1.16.4 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at

- 1.16.7 ~~The bid security of unsuccessful bidder will be discharged/returned as promptly as possible positively within a period of 30 (thirty) days after the expiration of the period of bid validity or placement of purchase order whichever is later, without any interest.~~
- 1.16.8 ~~The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS/EMD could also be adjusted against Performance Security, if it is paid through Demand Draft/Banker's Cheque.~~
- 1.16.9 ~~Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSME units, such offers will be considered as offer from MSME units and all such facilities would be extended to these aggregators also.~~
- 1.16.10 ~~The receipt of Bid Security before time and date of submission of bid is mandatory requirement. The bid is liable to be rejected if the Bid Security is not received within the stipulated time.~~
- 1.16.11 ~~The bid security may be forfeited:~~

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

- 1.16.12 ~~Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, the Bidder should advise the issuing bank to immediately send the unstamped duplicate copy Bank Guarantee by Registered Post with acknowledgement due directly to the Purchaser with a covering letter to compare with the original BG for its correctness.~~
- 1.16.13 ~~Whenever the bidder who seeks exemption for EMD/BS or when EMD/BS specified in NIT is NIL,~~
- 1.16.14 **Bidder should submit Bid Securing Declaration as per the format specified in Chapter-8.**

### 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**

- 1.18.1 The bids may be submitted as Single Bid or Two Bid as specified in the Invitation for Bids/NIT.
- 1.18.2 In case the bids are invited on Single Bid basis, the Bidder should submit E-bid comprising all the documents listed under ITB clause 1.10.1 relating to documents comprising the bid.
- 1.18.3 In case the bids are invited on Two Bid system, the Bidder shall submit E-bid in two separate parts. First part shall contain the Technical Bid comprising all the documents listed under clause relating to documents comprising the bid. The second part shall contain the Price Bid as per the BoQ.
- 1.18.4 The scanned copies of the E-bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) 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(s) signing the bid detailing his/her name and contact details.
- 1.18.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

### **D. Submission and sealing of 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> (Bids received in manual form/Offline mode/FAX/E-mail shall not be accepted under any circumstances.)
- 1.19.2 The Bidder shall download the Tender Enquiry Document directly from the website <https://etenders.gov.in> and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- 1.19.3 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.
- 1.19.4 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.



- 1.19.5 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.
- 1.19.6 Intending bidders are advised to visit CPPP website <https://etenders.gov.in> regularly till the closing date for submission of bid, for any corrigendum.
- 1.19.7 ~~Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee/Demand Draft drawn in favour of "The Director, National Aerospace Laboratories, Bengaluru". The original Bid Security/EMD must be delivered at address mentioned in Sl.No. 2 of the NIT till bid submission date and time as mentioned in "Date Sheet", failing which the bid shall be summarily rejected.~~
- 1.19.8 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**

- ~~1.20.1 EMD/BS must be received by the Purchase at the address specified in NIT not later than the time and date specified in NIT.~~
- 1.20.2 Bidders are advised to upload and submit their e-Bids on time within the due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- 1.20.2 The Purchaser may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the due date as extended.

#### **1.21. Late Submission of EMD / BS**

- ~~1.21.1 Any Bid Security/EMD received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.~~
- 1.21.2 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 authorised 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**

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

## 1.26. Preliminary Examination

- 1.26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.10.1, have been provided, and to determine the completeness of each document submitted.
- 1.26.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a)	All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, 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:
(i)	The Bid is unsigned
(ii)	The Bidder is not eligible.
(iii)	The Bid validity is shorter than the required period.
(iv)	The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
(v)	Bidder has not agreed to give the required performance security or has not furnished the bid security.
(vi)	The goods quoted are sub-standard, and not meeting the required specifications etc.
(vii)	Against the requirement (Scope of Supply), the bidder has not quoted for the entire requirement as specified in Chapter-4.
(viii)	The bidder has not agreed to some of the essential condition(s) incorporated in the tender enquiry.
(b)	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 non-conformities 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 in accordance with ITB Clause 1.15, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.30.4 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.

### **1.31 ~~Conversion to Single Currency~~**

~~1.31.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the newspapers on the date of bid opening in the case of single bid and the rates prevalent on the date of opening of the technical bids in case of two bid. For this purpose, "Bill Currency Selling", exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website could also be used by the purchaser.~~

### 1.32 Evaluation and comparison of bids

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

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

#### 1.32.3 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 16<sup>th</sup> 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 bidders 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 Tended 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.

**(b) — For Goods manufactured abroad**

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

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

(a)	<del>Towards customs duty and other statutory levies as per applicable rates.</del>
(b)	<del>Towards custom clearance, inland transportation etc. — 2 (two) per cent of the CIF/CIP value.</del>

- 1.32.6 In case of Purchase of many items against one tender, which are not inter-dependent or where compatibility is not a problem, normally the comparison would be made on Ex-works, (in case of Indigenous items) and on FOB/FCA (in case of Imports) prices quoted by the firms for identifying the lowest quoting firm for each item.
- 1.32.7 ~~Orders for imported Goods need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm latest edition as may be amended from time to time by the International Chamber of Commerce (ICC) or any other designated authority and favourable to the purchaser~~
- 1.32.8 ~~Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.~~
- 1.32.9 The GCC and the SCC shall specify the mode of transport i.e., whether by Air/Sea/Road/Rail.
- 1.32.10 There is no provision to purchase optional items. The specifications embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.
- 1.32.11 The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid, in accordance with ITB Clause 1.32.
- 1.32.12 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.**
- 1.33 Contacting the Purchaser**
- 1.33.1 Subject to ITB Clause 1.25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time of award of Contract.
- 1.33.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- 1.34 Post qualification**
- 1.34.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.15.
- 1.34.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.34.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

## **F. AWARD OF CONTRACT**

### **1.35 Negotiations**

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

### **1.36 Award Criteria**

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

### **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 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 the bid security is liable to be forfeited pursuant to ITB Clause 1.16.11.
- 1.42.2 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 provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

#### **1.43 Performance Security**

- 1.43.1 Within 21 (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:~~

<del>(i)</del>	<del>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;</del>
<del>(ii)</del>	<del>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;</del>
<del>(iii)</del>	<del>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.</del>

(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.~~
- 1.44.8 ~~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)

Clause No.	Contents	Page No.
2.1	Definitions	39
2.2	Contract Documents	40
2.3	Fraud, Corruption and Code of Integrity	40
2.4	Joint Venture, Consortium or Association	41
2.5	Scope of Supply	41
2.6	Suppliers' Responsibilities	41
2.7	Contract price	41
2.8	Copy Right and Patent Indemnity	41
2.9	Application	42
2.10	Standards	42
2.11	Use of Contract Documents and Information	42
2.12	Performance Security	43
2.13	Installation, Commissioning, Demonstration, Inspection, Test and Training	44
2.14	Packing	44
2.15	Delivery and Documents	44
2.16	Insurance	46
2.17	Transportation	46
2.18	Incidental Services	47
2.19	Spare Parts	47
2.20	Warranty	47
2.21	Terms of Payment	49
2.22	Change Orders and Contract Amendments	50
2.23	Assignment	50
2.24	Subcontracts	50
2.25	Extension of time	50
2.26	Penalty Clause/Liquidated Damages	51
2.27	Termination for Default	51
2.28	Force Majeure	51
2.29	Termination for insolvency	52
2.30	Termination for Convenience	52
2.31	Settlement of Disputes	52
2.32	Governing Language	53
2.33	Applicable Law	53
2.34	Notices	54
2.35	Taxes and Duties	54
2.36	Right to use Defective Goods	55
2.37	Protection against Damage	55
2.38	Site preparation and installation	55
2.39	Import and Export Licenses	55
2.40	Risk Purchase Clause	55
2.41	Purchaser's right to vary Quantities/Option Clause	55
2.42	Integrity Pact	56
2.43	Order Acceptance	56

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





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.

- 2.25.3 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.

## **2.26 Penalty Clause/Liquidated Damages**

- 2.26.1 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.

## **2.27 Termination for Default**

- 2.27.1 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.

- 2.27.2 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.

## **2.28 Force Majeure**

- 2.28.1 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.

- 2.28.2 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.
- 2.28.3 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.
- 2.28.4 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.

## **2.29 Termination for Insolvency**

- 2.29.1 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.

## **2.30 Termination for Convenience**

- 2.30.1 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.
- 2.30.2 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.

## **2.31 Settlement of Disputes**

- 2.31.1 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.

2.31.2 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.

2.31.3 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 sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

2.31.5 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.

## 2.32 Governing Language

2.32.1 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.

## 2.33 Applicable Law/Jurisdiction

2.33.1 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.

## **2.34 Notices**

- 2.34.1 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.
- 2.34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **2.35 Taxes and Duties**

- 2.35.1 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.
- 2.35.2 For goods manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
- 2.35.3 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.
- 2.35.4
  - 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 has 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.,
- 2.35.5 Customs Duty:
  - a) The CSIR-NAL is a Public Funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty at the rate of 5.50 (five point five zero) per cent is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs, dated 23-July-1996.
  - b) The Certificates is issued without any commitment by CSIR-NAL. Hence, the supplier should ensure its applicability for their own interest.
- 2.35.6 Goods and Service Tax
  - (a) 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.

### **2.36 Right to use Defective Goods**

- 2.36.1 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.

### **2.37 Protection against Damage**

- 2.37.1 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.

### **2.38 Site preparation and installation**

- 2.38.1 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.

### **2.39 Import and Export Licenses**

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

### **2.40 Risk Purchase Clause**

- 2.40.1 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.

### **2.41 Option Clause/Purchaser's right to vary quantities**

- 2.41.1 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)

## 2.42 Integrity Pact

- 2.42.1 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.
- 2.42.2 The SCC shall specify whether there is a need to enter into a separate Integrity Pact or not.
- 2.42.3 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 realize the objectives and spirits thereof.	
The name and contact details of the IEMs are as under:	
Shri. Prabhakaran Palaniappan, IAS (Retd.) New No. 9, (Old No. 4B/14), Venkateswara Nagar, 3rd Street Adyar, Chennai (TN) PIN - 600 020 Mob: +91 9841280533 Email: pprabakaranias@gmail.com	Shri. Rajan S Katoch, IAS (Retd.) A-91, Alkapuri Bhopal (MP) PIN - 462 022  Mob: +91 8800919222 Email: rkatoch@nic.in

## 2.43 Order Acceptance

- 2.43.1 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 pursuant to ITB clause 1.16.11.
- 2.43.2 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

### B 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)	<p>The Purchaser is:                      The Director                      CSIR- National Aerospace Laboratories                      NWTC-Belur Campus                      Bengaluru – 560 037                      Karnataka-India                      Tel #: 080 25051548 / 1636                      Email : mahesh_r@nal.res.in / sauravkumar@nal.res.in</p> <p>Bill to address is same as above</p>				
2	GCC 2.1.1(m)	<p>The Final Destination is:                      CSIR- National Aerospace Laboratories                      NWTC-Belur Campus                      Bengaluru – 560 037                      Karnataka-India                      Tel #: 080 25051548 / 1636                      Email : mahesh_r@nal.res.in / sauravkumar@nal.res.in</p>				
3	GCC 2.13.1	<p>Performance Security</p> <p>The amount of the Performance Bank Guarantee shall be <b>3 (three) per cent</b> of the contract value to be <b>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.</b></p>				
4	GCC 2.16.3	<p>Delivery – Mode of Transportation/Shipment</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a)</td> <td>In case of supplies from within India, the mode of transportation shall be by Road/Rail/etc.,</td> </tr> <tr> <td style="text-align: center;">b)</td> <td><b>DELIVERY TERM: FOR, CSIR-NAL</b></td> </tr> </table>	a)	In case of supplies from within India, the mode of transportation shall be by Road/Rail/etc.,	b)	<b>DELIVERY TERM: FOR, CSIR-NAL</b>
a)	In case of supplies from within India, the mode of transportation shall be by Road/Rail/etc.,					
b)	<b>DELIVERY TERM: FOR, CSIR-NAL</b>					
5	GCC 2.17.1	<p>Insurance  <b>Within India</b>                      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.</p>				
6	GCC 2.21.3	<p>The period of validity of the Warranty shall be as per details mentioned in Chapter - 4</p>				

7	GCC 2.22.1	Terms of Payment	
		The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:	
		<b>Payment for Goods and Services supplied from India</b>	
		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)	100 per cent through Inland Letter of Credit opened in favour of supplier through CSIR-NAL Bank i.e., State Bank of India, will be decided, as the case may be.		
(c)	E-Payment: All payments, CSIR-NAL prefers to make Electronic Transfers (RTGS) through State Bank of India, NAL Branch, Bengaluru.		
(d)	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 the specifications mentioned in the order within the due date, the Supplier is liable to pay LD/penalty of 0.5 (point five) per cent of order value per week of delay subject to the maximum of 10 per cent 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 (ten) weeks. Penalties, if any, will be deducted from the EMD/PS.
		(d)	The maximum amount of penalty shall be 10 per cent.
(c)	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 The Director Attention: The Controller of Stores & Purchase CSIR- National Aerospace Laboratories NWTC-Belur Campus Bengaluru – 560 037 Karnataka-India Tel #: 080 25051548 / 1636 <b>Email : mahesh_r@nal.res.in / sauravkumar@nal.res.in</b>	



11	GCC 2.42.1	Integrity Pact – The integrity pact need not to be signed. However, efforts must be made to realize the objectives and spirits thereof.	
12	GCC 2.42.2	The name and contact details of the IEMs are as under:	
		Shri Prabhakaran Palaniappan, IAS (Retd.) New No. 9, (Old No. 4B/14), Venkateswara Nagar, No.3rd Street, Adyar, Chennai (TN) PIN - 600 020 Email: pprabakaraniias@gmail.com	Shri Rajan S Katoch, IAS (Retd.) A-91, Alkapuri Bhopal (MP) PIN - 462 022  Email: rkatoch@nic.in

### 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 Clause-4.2 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	

D) 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.).

**Specifications and Technical Details of Brushless DC Motor for Propeller powered UAV for Stratospheric Application**

CSIR-NAL is developing a UAV that is expected to operate in lower stratosphere. It is propelled by propellers, each driven by BLDC Motor and a suitable Electronic Speed Controller (ESC) drive. The following sections describe the requirements of Motor and ESC.

## 4.1 End Use

Brushless DC Motor and ESC drive sets are required to propel Propeller powered UAV which will be a technology demonstrator for Stratospheric Applications.

## 4.2 Scope of Tender

Scope of Tender includes the following:

- I. Supply of the equipment/system along with the accessories as per clause **No. 4.3 and 4.4**
- II. Inspection and Acceptance as per clause **No. 4.5**
- III. Training as per clause **No. 4.6**
- IV. On site comprehensive Warranty as per clause **No. 4.7**
- V. Delivery Schedule as per clause **No. 4.8**

## 4.3 Specifications

The motor shall perform as per specifications given in section 4.3. Each motor shall be controlled through a dedicated Electronic Speed Controller (ESC) which may include the Controller Drive, Commutation and Communication unit matching the motor.

### 4.3.1 Operating Environmental Conditions for Motor and ESC:

The motor and the ESC is expected to operate in the following environmental envelope:

- Temperature: a) Motor: -85° to 50° C  
b) ESC: -40° to 70° C
- Pressure: a) Motor: 3250 to 101325 Pa  
b) ESC: 3250 to 101325 Pa
- Density: a) Motor: 0.053 to 1.165 kg/m<sup>3</sup>  
b) ESC: 0.053 to 1.165 kg/m<sup>3</sup>
- Humidity: a) Motor: 90% ± 5% non-condensing  
b) ESC will be kept inside a protective housing.
- IP Rating: a) Motor should work in limited moisture ingress.  
b) ESC will be kept inside a protective housing.

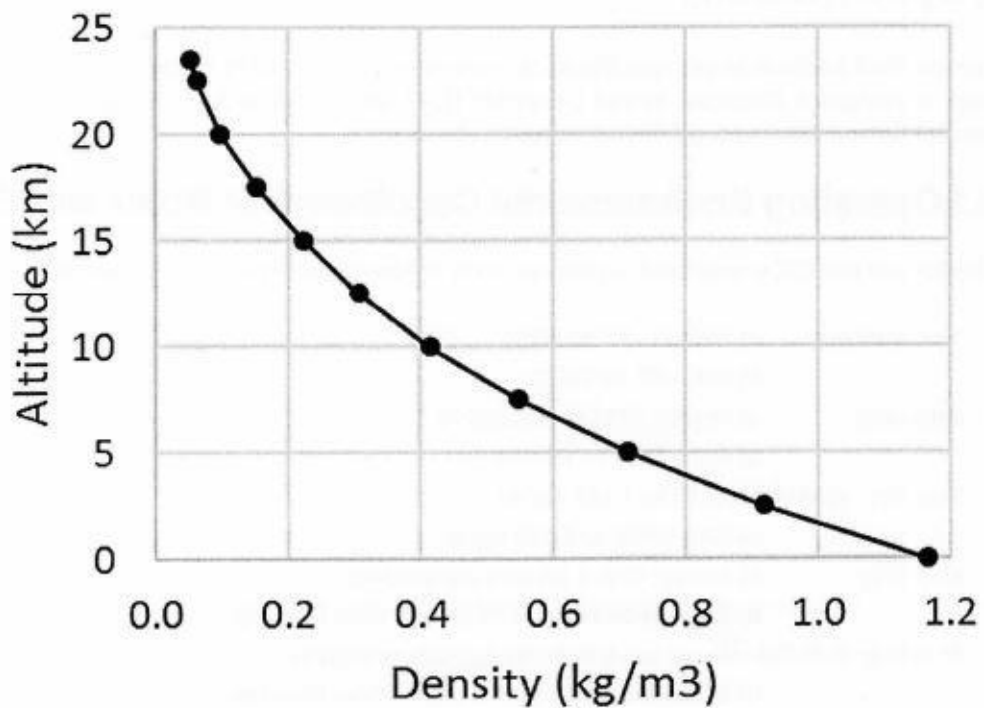
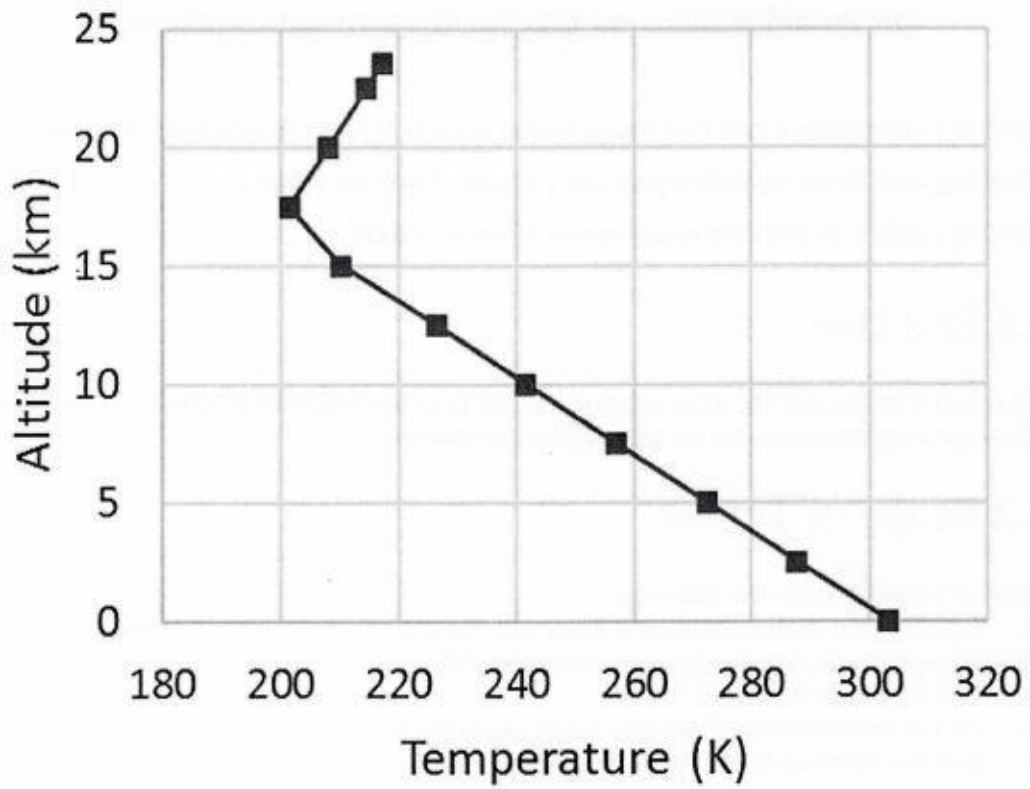


Figure 1: Variation of temperature and air density with altitude (IRA). Plot data is only indicative, refer section 4.3.1 for details.

### 4.3.2 Total Weight of Motor and ESC

The combined weight of motor, ESC, thermal solution (if required) and the associated hardware shall not exceed 3 kg (inclusive of cables).

### 4.3.3 Motor Torque-Speed Requirement

Figure 2 shows the graph of torque required with respect to RPM, it is indicative, please refer section 4.3.4 for details.

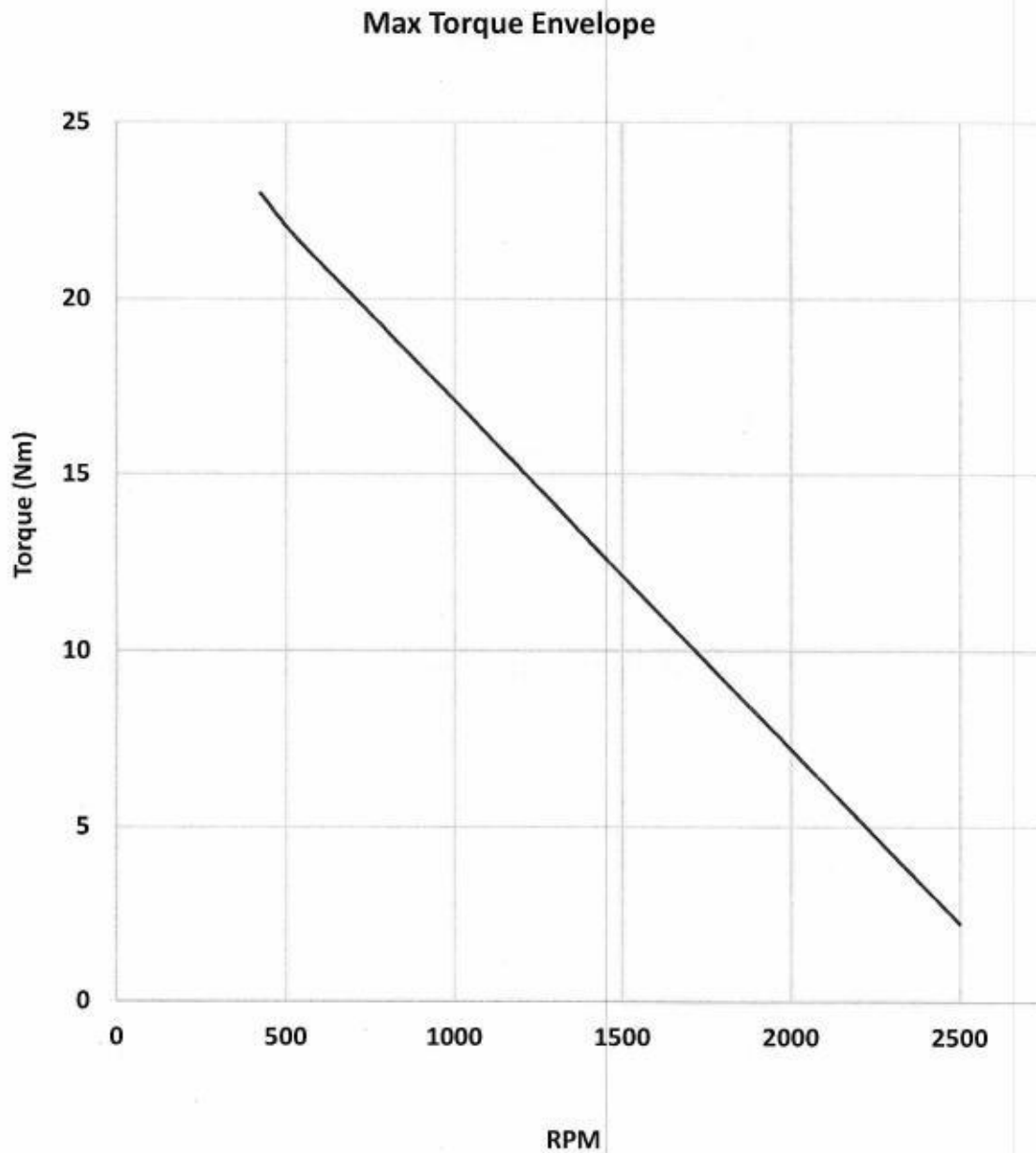


Figure 2: Motor torque vs RPM plot (Indicative)

### 4.3.4 Detailed Specifications of Motor

Motor Type: **BLDC**

Power Sources: Battery Li-ion, 24S (Range: 60-100 V)

Motor Performance requirements:

- Direction of Rotation: **Bidirectional**
- **Continuous torque, Nm: 10 Nm for 100 days**
- **Continuous speed, RPM: 1150**
- **Continuous Shaft Power: 1200 W**
- Peak torque, Nm and for how long, S: **23 Nm for at-least 3 Hrs**
- Speed at peak torque, RPM: **425**
- Shaft Power at peak torque: **1050 W**
- Top speed, RPM: **1600**
- Torque required at top speed: **11.5 Nm**
- Shaft Power at top speed: **1930 W**
- Axial length  $\leq$  **200 mm**
- Diameter  $\leq$  **300 mm including thermal solution**
- Combined Efficiency (Motor + ESC)  $\geq$  **90% at Continuous Torque (Cruise)**
- Motor Dynamic Balance Standard: **G2.5 (ISO 21940-11)**

Gearing: **No Gearbox**

Cooling: **Air-cooled**

Ancillaries: **Commutation Feedback, Temperature Thermistor**

### 4.3.5 Detailed Specifications of Electronic Speed Controller (ESC)

The ESC shall have the following features:

- Communication Ports: CAN (OPEN/2.0 BUS) and RS232
- Configuring Port: CAN (OPEN/2.0 BUS) or USB 3.0 or RS232
- Power-on Self-test
- Over-voltage Protection
- Over-current Protection
- Over-temperature Protection
- Throttle Signal-loss Protection – Settings configurable via embedded user code
- Soft Starting – Protection from in-rush current to ESC

#### 4.3.5.1 ESC Communication requirements:

The ESC shall communicate with the flight controller through a preferred communication protocol allowing for monitoring of parameters required for operation of the motor and ESC. The Motor and ESC parameters along with warning and errors should be made available for telemetry through Flight controller. The list of required communication is mentioned below:

**Motor Control Signals (Send)**

- Throttle Control
- Shutdown and Restart through ESC via Power Cycle

- Restart Procedure (re-arm and enable ESC via command)

#### **Motor Feedback Signals (Receive)**

- Drive Voltage (V)
- Drive Current (A)
- Drive Temperature (°C)
- Motor Temperature (°C)
- Motor RPM (rpm)

#### **Warning Signals and Errors**

- Stall Protection
- Over Temperature
- Overload
- Over Voltage
- Low Voltage

### **4.3.5.2 Preferred Communication Protocol:**

Format: Extended Frame Format (CAN 2.0) 29-bit identifier or Standard Frame Format (CAN OPEN) or RS232 Channel

Selectable Baud Rate: 1000K (default) / 500K / 250K / 125K / 100K bps Frame

### **4.3.6 Software Requirements**

The Software for Motor and ESC shall be a Windows (10 and above) based, suitable for:

- Set up, Test and Configuring of the ESC and Motor as per the requirements.
- Real-time graphing of ESC and Motor parameters.
- Integrated bootloader for firmware updates over CAN or RS232 without requiring removal from the vehicle
- Preferred units for display
  - Temperature: Celsius
  - Time: Seconds or Minutes
  - Power: Watts
  - Capacity: Amp Hours or Watt Hours

## **4.4 Deliverables**

### **4.4.1 Motor and ESC**

The bidder shall provide **five sets of Motor and ESC**. Bidder to recommend spares and support kits to CSIR-NAL.

### **4.4.2 Documentations for Motor and ESC**

The Bidder Shall provide the following reports:

- a) The report showing the electromagnetic configuration of the motor, with outputs that include torque/speed curves, system efficiency and thermal performance profile at specific load points.
- b) The report with 3D mechanical model specifications of the motor and propeller mounting interfaces and all active motor components including rotor and stator assembly, motor housing, commutation feedback device, thermal sensor, shaft, etc.
- c) 3D CAD model and 2D drawings of final motor (surfaces only) and outline drawings for review by CSIR-NAL for confirmation of integration.
- d) Pre-Dispatch Test Reports
- e) Qualification documents
  - o Certificate of Conformance (CoC) for motor and ESC
  - o Qualification test schedules, procedures and test reports
- f) Warranty Certificate
- g) Detail datasheet, performance characteristics of Motors and ESC.
- h) Test and qualification reports consisting of, but not limited to, **Environment Test, Load Test, Vibration Loads Specification, etc.**
- i) Manuals containing **Drawings, Installation procedures, Operation and Maintenance, Software usage, Communication interfaces/protocols required for configuration and smooth operation of Motor and ESC as applicable.** The operation manual shall also contain Safety Guidelines, installation, CAN frame details, Command list, storage guidelines etc.

#### 4.4.3 Packaging for transportation

The bidder shall ensure that each motor and ESC unit shall be provided with a suitable portable waterproof packing cases for transportation & storage within India.

#### 4.4.4 Foreground intellectual property related definitions

All background and foreground IP of the bidder (manufacturer or collaborator or its authorized representative) shall remain the property of the bidder and the purchaser will not disclose it to 3rd parties without the bidder's prior consent. Foreground IP will be available to CSIR NAL for the application described within the specification.

Additional hardware in excess of the specified quantity shall be ordered through the bidder, however where the original bidder is unable to deliver the goods under the contract, CSIR NAL will be granted access to the 'Manufacturing Pack' (and applicable foreground IP) as is necessary for the manufacture of the goods under an alternative supplier under a separate agreement.

Prior to issuance of purchase order by CSIR-NAL, the successful bidder is expected to sign a Non-Disclosure Agreement, to protect the background IP of both bidder and purchaser.

#### 4.4.5 Delivery Milestone

Sl. No.	Deliverables	Qty	Milestone
1.	Documents as per clause No. 4.4.2 a) to c) in print and electronic form	1 Set	T <sub>0</sub> + 6 Months
2.	Motor and ESC with cables, accessories, spares and support kit	5 Sets	T <sub>0</sub> + 12 Months
3.	Software tools for configuration, monitoring and	1 Set	



	usage of Motor and ESC		
4.	Documents as per clause No. 4.4.2 d) to i) in print and electronic form	1 Set	

T<sub>0</sub> refers to the date of purchase order issued by CSIR-NAL

## 4.5 Inspection & Acceptance Tests

### 4.5.1 Pre-dispatch inspection

**Factory Acceptance Test:** CSIR-NAL reserves the option to visit the bidder's premises at its own cost to witness the pre-dispatch inspection and testing.

### 4.5.2 Manufacturer's Inspection Certificate

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

### 4.5.3 Acceptance Test

**Site Acceptance Test:** The acceptance test procedure will be mutually prepared by purchaser and vendor to test the functionality of the Motor and ESC. The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain the necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

In the event of the ordered item(s) fails to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defect(s) and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier without any extra cost.

Successful conduct and conclusion of the acceptance test for the supplied goods and equipment shall be the responsibility of the Supplier without any cost to the Purchaser.

## 4.6 Training

Free training should be imparted to at least **4** personnel of the purchaser at the CSIR-NAL premises for a period of **5 consecutive days** on operation, trouble shooting and maintenance of the supplied items.

## 4.7 Warranty

The warranty of the equipment should be for a period of **12 months onsite Comprehensive** from the date of acceptance. During the warranty period upgrades of the software, if any should be provided at free of cost.

## 4.8 Delivery Schedule (including supply, installation, commissioning, training & acceptance)

Delivery of the Item		Installation & Commissioning		Training At CSIR_NAL, if any	Acceptance of the item
Days/ Weeks/Months	Location	Days/ Weeks/Months from the date of receipt of equipment	Location	Days/ Weeks/Months from the date of Installation & Commissioning	Days/ Weeks/Months from the date of Installation, Commissioning & Training
12 months	CSIR-NAL	1 month	CSIR-NAL	1 week	1 week

## 4.9 Commercial evaluation of bid

The bid will be treated as incomplete if bidder has not quoted for all the components given inscope of supply (clause 4.2) and the incomplete bid will be rejected. The bidder should also include all incidental services in their quote. The bid will be commercially evaluated for the components in the scope of supply.

## CHAPTER - 5

### 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.

**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.

## For Goods Being Offered From India

<b>Sub-Total:Ex-Works Price</b>	1	Nos	INR	0			0	0	INR Zero Only
Less: Discount (if any)	1	Nos	INR				0	0	INR Zero Only
<b>Sub-Total:</b>	1	Nos	INR	0			0	0	INR Zero Only
Less: Buy-back Price (if any)	1	Nos	INR				0	0	INR Zero Only
<b>Sub-Total:Net Ex-Works Price</b>	1	Nos	INR	0			0	0	INR Zero Only
Add: Packing & Forwarding charges (if any)	1	Nos	INR				0	0	INR Zero Only
Add: Transportation Charges (if any)	1	Nos	INR				0	0	INR Zero Only
Add: Insurance charges (from warehouse-to-warehouse) (if any)	1	Nos	INR				0	0	INR Zero Only
<b>Total (A):</b>	1	Nos	INR	0			0	0	INR Zero Only
Installation & Commissioning charges (if any)	1	Nos	INR				0	0	INR Zero Only
Training charges (if any)	1	Nos	INR				0	0	INR Zero Only
<b>Total (B):</b>	1	Nos	INR	0			0	0	INR Zero Only
Bank Charges, if any	1	Nos	INR				0	0	INR Zero Only
Any other charges, if any	1	Nos	INR				0	0	INR Zero Only
<b>Grand Total</b> (For Goods Being Offered From India)	1	Nos	INR	0			0	0	INR Zero Only

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

## CHAPTER - 6

### Qualification Requirements

#### Criteria - 1: Experience and Past Performance:

- a) The bidder (manufacturer or principal or authorized representative or partner, hereinafter referred simply as 'The Bidder') should have manufactured and supplied/commissioned, **BLDC Motors and ESC sets with similar specifications as per Chapter 4 for continuous operation at stratospheric altitude and higher (>17 km)**, hereinafter called 'The Product', in the last one year, ending 31st March of the previous financial year (hereinafter called 'The Relevant Date'), The bidder should submit the manufacturer's authorization form as appended in Chapter - 8 and
- b) 'The Bidder' should have manufactured and supplied/erected/commissioned at least **1 number** (herein after referred as 'The Qualifying Quantity') of 'The Product', in at least one of the last five years ending on 'The Relevant Date', and out of which,
- c) At least 01 number(s) of offered version/model of 'The Product, should be in successful operation for at least **one** year on the date of opening of the bid and
- d) If the bidder is not the manufacturer of BLDC motors, then they should submit respective OEM(s) authorization/approval/technical partnership agreement for customizing and supplying these items, as per the tender specifications to CSIR-NAL. Copy of such authorization should be submitted along with the bid. This is a mandatory requirement for any bidder including MSME and startup for technical qualification of the bid.

#### Criteria – 2: Capability - Equipment & Manufacturing Facilities:

'The Bidder' must have an annual capacity to manufacture and supply (erected/commissioned) at least **5 numbers** (The Qualifying Quantity) of the product.

#### Criteria - 3: Financial Standing – under all conditions

- a) The average annual financial turnover of 'The Bidder', during the last three years, ending on 'The Relevant Date', should be **at least Rs 1 crore** or equivalent in foreign currency at exchange rate prevalent on 'The Relevant Date', as per 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.

Ministry of MSME have clarified that all Central the 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).

- b) The Bidder (manufacturer or principal of authorized representative) should not have suffered any financial loss for more than one year during the last three years, ending on 'The Relevant Date'.
- c) The net worth of the Bidder (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) per cent in the last three years, ending on 'The Relevant Date'.

**Note:** In case of Indian Bidders, 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 authorized 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 authorized 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 authorized representative of a principal manufacturer would also be considered to be qualified, provided:
  - i. their principal manufacturer meets all the above criteria without any exemption, and
  - ii. the principal manufacturer furnishes a legally enforceable tender - specific authorization 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 authorized 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 'The Product', for the past three years ending on 'The Relevant Date'.
- c) For Existing Successful Past Suppliers: In case the bidder, who is a successful past

supplier of 'The Product', in at least one of the recent **past two years'** 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 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 PQB and 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 interpretation 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 the 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 person authorized 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 their 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 their 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	<del>Bid Security Form (to be enclosed with the technical bid)</del>	A
2	Bid Securing Declaration. (to be enclosed with the technical bid)	B
3	Bidder Information Form (to be enclosed with the technical bid)	C
4	Bid Form (to be enclosed with the priced bid)	D
5	Manufacturers' Authorization Form (to be enclosed with the technical bid)	E
6	Performance Statement Form (to be enclosed with the technical bid)	F
7	Service Support Detail Form (to be enclosed with the technical bid)	G
8	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)	H
9	Certificate of Local Content	I
10	Certificate of Price Break-up of local content (to be enclosed with the Price bid)	J
11	<del>Integrity Pact (to be enclosed with the technical bid), if any To be executed on Company's Letterhead duly stamped and signed</del>	K
12	Self-Certification	L
13	Deviation Statement Form (to be enclosed with the technical bid)	M
14	Performance Security Form (to be submitted on award of Contract)	N
15	Acceptance Certificate Form (to be submitted on award of Contract)	O
16	Terms and Conditions	
17	<del>Non-Disclosure Agreement (if applicable)</del>	

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 SECURITY FORM**

Whereas.....(hereinafter called the tenderer) has submitted their offer dated .....

for the supply of.....hereinafter called the tender). Against the Purchaser's Tender No.....

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

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

**THE CONDITIONS OF THIS OBLIGATION ARE:**

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

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

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

\_\_\_\_\_  
(Signature of the authorised officer of the Bank

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

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

Tender No.:

## 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.
	<ul style="list-style-type: none"> <li>(i) fail or reuse to execute the contract, if required, or</li> <li>(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.</li> </ul>

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

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

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

Duly 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-C

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.:

## 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-E

### MANUFACTURERS' AUTHORISATION FORM

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

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

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

To : [insert complete name and address of Purchaser]

#### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 2.20 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: [insert title]

Duly authorised to sign this Authorisation on behalf of : [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**PERFORMANCE STATEMENT FORM**

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

Tender No.:

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 :

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-H

**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-I

**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-J

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

Ref: Clause 1.30.9 and Chapter-9(Part-A) 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 \_\_\_\_\_,

**FORMAT OF INTEGRITY PACT****Tender No.:**

Between

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

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

**Preamble**

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

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

**Section: 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the 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 cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Joint Secretary (Admin), CSIR.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to 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.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the 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.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Director's of the CSIR.
- (8) 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.
- (9) The word 'Monitor', would include both singular and plural.

#### Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness

1: (Name & Address): \_\_\_\_\_

Witness

2: (Name & Address): \_\_\_\_\_

**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 8<sup>th</sup> 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.:

**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.:

**PART – II**

- D) 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
1	ITB 1.16 Chapter 8: Annexure-A	EMD (to be valid till 45 days beyond the validity of Bid)	Yes / No	Yes / NA
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
6	Chapter 8: Annexure-E	Manufacturers Authorization Form (MAF) (If bidder is not OEM))	Yes / No	Yes / NA
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	I.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 between Foreign Principal and Indian Agency (If bidder is 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 in the 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.

Date:

Signature and seal of the Bidder

Tender No.:

**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 recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

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

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

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

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

(Signature of the 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.:

Annexure-O

Acceptance Certificate			
PO No. NAL/PUR/		Date:	
Sub: Certificate of Supply, Installation, Commissioning, Training and Acceptance of Goods & Services			
1	This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed, commissioned and accepted.		
(a)	Contract No.		
	Date		
	Value		
	Mode of Shipment		
(b)	Description of the Equipment		
(c)	Name of the Consignee	CSIR-NAL, Bengaluru	
(d)	Scheduled date of Delivery of the Consignment to the Laboratory/Institute		
(e)	Details of LC Established		
	Date of Establishment	Date of Shipment	Date of Expiry
(f)	Actual date of receipt of Consignment by the Laboratory/Institute		
	Date of Shipment	Date of Receipt at CSIR-NAL	
(g)	Scheduled date for completion of Installation, Commissioning and acceptance		
(h)	Actual date of completion of Installation, Commissioning and acceptance		
(i)	Penalty for Late Delivery (at Laboratory / Institute level) Rs.		
(j)	Penalty for Late Installation, Commissioning and Acceptance (at Laboratory / Institute level) Rs.		
2	Details of accessories/items not yet supplied and recoveries to be made on that account		
Sr. No.	Description	Amount to be recovered	
3	The acceptance test has been done to our entire satisfaction. The Supplier has fulfilled his contractual obligations satisfactory - <b>Yes</b>		
	<b>OR</b>		
	The Supplier has failed to fulfill his contractual obligations with regard to the following:		
Sr. No.	Description	Amount to be recovered	
The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Para 3			
4	Liquidated Damages/Penalty Percentage		
	No. of Days / Weeks delayed	Amount to be recovered	
5	Warranty Details		
6	Training, if any	COMPLETED/ NOT COMPLETED (attach training Certificate/document, if any)	
7	Details of Performance Security submitted in the form of Bank Guarantee / Demand Draft		
	BG No.	Date	Amount in Rs.
			Valid till
			% of BG
For Purchaser (Indenting Officer)		For Purchaser (Project Leader)	
Signature		Signature	
Name		Name	
Designation		Designation	
Name of the Laboratory/Institute		Name of the Laboratory/Institute	
CSIR-NAL		CSIR-NAL	
Date		Date	
For Supplier			
Signature			
Name			
Designation			
Name of the Supplier			
Date			

### TERMS & CONDITIONS

Tender No.	NAL/PUR/ATF/033/2024	
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, Training and Acceptance	
a)	Delivery of the Item as per Chapter-4/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 in the 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:

## Tax compliance terms and conditions for Foreign bidders.

The Bidder shall be responsible for payment of all Taxes on the income, surcharge on income tax and corporate tax in respect of the Contract, irrespective of the mode of General Conditions of Contract. CSIR-NAL, shall not in any way be liable for payment of such taxes.

The bidders shall have to provide their Permanent Income Tax Number PAN, TAN and GST registration number, if applicable for the transactions as per the provisions of Indian Taxation.

The Bidder shall fully indemnify, save harmless and defend CSIR-NAL, including its officers, servants, agents and subsidiaries as well as the CSIR-NAL, from and against any and all loss and damages arising out of or with respect to failure of the Bidder (a) to comply with applicable laws and applicable clearances and/or (b) to make payments of taxes relating to the Bidder's Sub-bidders and representatives income or other taxes required to be paid by the Bidder without reimbursement hereunder and/or (c) to pay amounts due as a result of materials or services furnished to the Bidder or any of its Sub-bidders which are payable by the Bidder or any of its Sub-bidders or any other person(s) employed or engaged by the Bidder in connection with the works.

If supplied through Indian agent, the Invoice should have GST Nos. printed on them, in the Tax invoice, cost and Tax amount should be mentioned separately.

All the taxes/Government levies, packing and forwarding and any other extra charges that you proposed to be charged, should be mentioned separately with the quote duly specifying their quantum. If not mentioned, your quote will be considered inclusive of all the charges. Kindly, note that your price offer must clearly mention the applicable taxes/government. levies/packing and forwarding/any other extra charges along with their quantum.

Any statutory increase in the taxes and duties subsequent to bidder's offer, if it takes place within the original contractual delivery date, will be borne by CSIR-NAL, subject to the claim being supported by documentary evidence. However, in the event of any decrease in statutory levies the advantage should be passed on to CSIR-NAL.

CSIR-NAL, shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Bidder, and the amount so deducted shall be deemed to be a payment made to the Bidder. CSIR-NAL, shall provide a certificate certifying the deduction so made.

Bidder shall provide following documents in order to avail the benefits of lower taxation specified under DTAA provisions.

1. a) Tax Residency Certificate (TRC) from the government of the country in which bidder is resident. TRC should include following details for claiming DTAA benefit as per Indian Tax law: 1) Status (Individual, company etc.,) of the assessee 2) Nationality 3) Assessee tax identification number (TIN) in the country of residence (unique no. in absence of TIN) 4) Period for which residence status is applicable 5) Address of assessee in the country

OR

If TRC is not provided or it TRC does not contain the above details, then vendor has to submit form 10F with Indian income Tax authorities and provide acknowledgement copy of the same to CSIR-NAL. (10F format attached)

2. No PE (Permanent Establishment) declaration. (Format attached)

The bidders may visit website of Income Tax Department of India for the details of Tax Liabilities, Rules, and Procedures etc.

Sl. No.	Activity	Compliance (Yes/No)
1	Whether TRC Available	Yes/No.
2	Whether TRC contains a) Status (Individual, company etc.,) of the assessee b) Nationality c) Assessee tax identification number (TIN) in the country of residence (unique no. in the absence of TIN) d) Period for which residence status is applicable e) Address of assessee in the country	Yes/No.
3	If answer to point no. 2 is No, then furnish acknowledgement copy of the form 10F submitted by the bidder with Indian Income Tax Authorities.	Yes/No.
4	Whether No PE Declaration Furnished	Yes/No.
5	If supplied through Indian Agents, Invoice should have GST Nos. printed on them, in the tax invoice, cost and tax amount should be mentioned separately	Yes/No.



## 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, NWTC-Belur Campus, Bangalore 560037, 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 coordinate the disclosure and receipt of Confidential Information under this Agreement:

<b>For</b> Name: Title: Address: Telephone: E-mail: Fax:	<b>For CSIR-NAL</b> Name: Designation: Division: Address: CSIR-National Aerospace Laboratories, NWTC-Belur Bengaluru-560 037, Telephone: 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.

<b>For</b> Name: Title: Address: Telephone: Fax: E-mail:	<b>For CSIR-NAL</b> Name: Title: Head, KTMD Address: CSIR-National Aerospace Laboratories, NWTC-Belur Bengaluru – 560 037 Telephone:080-25086147  E-mail: @nal.res.in
--	--

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 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.

3. **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.

4. **Term**

Unless renewed for a further period, this Agreement shall terminate **Five (05) years** from the Effective Date. For the term of this Agreement and **Ten (10) years** thereafter, the receiving party shall neither disclose the Disclosing Party's confidential information to any other third party.

5. **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.

6. **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, 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 authorized representatives of both the Parties. If no conclusion is arrived at through such mutual discussions within a period of 30 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 authorized representatives of both 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 authorized 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 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 authorized Party representatives:

FOR AND ON BEHALF OF	FOR AND ON BEHALF OF CSIR-NAL
Signature:  Name:  Designation & Seal:	Signature:  Name:  Designation & Seal: <b>Head, KTMD</b>
Witnesses (Name & Signature):  1.  2.	Witnesses (Name & Signature):  1.  2.