सीएसआईआर-भारतीयरासायनिकप्रौद्योगिकीसंस्थान
CSIR – INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY
(वैज्ञानिकतथाऔद्योगिकअनुसंधानपरिषद्/
Council of Scientific & Industrial Research
उप्पलरोड, हैदराबाद/ **Uppal Road, Hyderabad-500 007,**
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ई-मेल/Email: csiriictthyd@csiriict.in

***निविदाकेलिएनिमंत्रण* / INVITATION TO TENDER**

निविदासं./ TENDER ENQUIRY No; -PUR/IICT/12870/217/PAC/26-27

निविदादस्तावेज/**BID DOCUMENT**

FOR

एकल निविदा आमंत्रण/SINGLE TENDER ENQUIRY

सामग्रियों का विवरण/ITEMS DESCRIPTION

"Supply, Installation For Schrodinger Software License and Molecular Modeling Software

e-Bids under **SINGLE BID System** (Technical Bid& Financial / Price Bid together) shall be submitted through Central Public Procurement Portal(CPPP) (URL:https://etenders.gov.in/) only

सम्पर्क/ contact-
भंडार एव क्रय नियंत्रक
Controller of Stores & Purchase
सीएसआईआर-भारतीयरासायनिकप्रौद्योगिकीसंस्थान
CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY
उप्पल रोड, तारनाका/Uppal Road, TARNAKA,
हैदराबाद/**Hyderabad – 500 007**
(तेलंगाणा**/TELANGANA),** भारत/ **INDIA**
दूरभाष/Ph: +91-40-**27191245 / 2719 1243 / 27191241**
ईमेल/E-Mail:csiriictthyd@csiriict.in
Website: http://www.iict.res.in

Tender Enq. No.	PUR/IICT/12870/217/26-27/PAC	Date	12-06-2026
Manufacturer/Supplier		**Indian Office /Dealer/ Distributor**	
सेवामें**/To** **M**/s. Schrodinger India Private Ltd, Email: india-sales-term@schrodinger.com		सेवामें/To	

PROPRIETARY/SINGLE TENDER ENQUIRY

सीएसआईआरआई आई सी टी-,हैदराबादमें स्थित अंतरराष्ट्रीय ख्याति प्राप्त संस्थान है /निदेशक**,** सीएसआईआर-आई आई सी टी,हैदराबादनीचेदिएगएनिबंधनएवंशर्तोंकेअनुसारनिम्नलिखितसामग्रियों/सेवा कीआपूर्तिमेंरुचिरखतेहैं।कृपयाब्योरेवारदर के साथ अपनी ***एकल निवदासी पी पी पोर्टल***https://etenders.gov.in/~~ईमेल~~द्वारा प्रस्तुतकरें।

CSIR-IICT, Hyderabad is anointer nationally acclaimed research Centre of CSIR situated in Hyderabad .Director, CSIR-IICT, Hyderabad is interested in procuring of the following materials as per the terms and conditions are given below. Kindly submit your detailed tender through the*https://etenders.gov.in/ CPP Portal /~~e-mail~~* under Single Bid System.

S.No.	Item description	Qty.	Bid Type	EMD
1.	Tokens for interchangeable Library, Library includes: (Deep) AutoQSAR, Canvas, ConfGen, Core Hopping, Epik, Field-based QSAR, Glide, Impact, Jaguar, Jaguar pKa, LigPrep, MacroModel, Membrane Permability, phase, Shape Screening, Prime, PrimeX, QikProp, QSite, SiteMap.	**13**	**Single Bid**	**NA**
2.	Maestro Access License	**1**		
3.	OPLS Access License	**1**		
4.	KNIM Access License	**1**		

निबंधनएवंशर्तें/ Terms & Conditions

1. ***E-Bids*** are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Central Public Procurement (CPP) Portal of the Government of India i.e. https://etenders.gov.in. A copy of the Tender Document is also available on CSIR-IICT Website, **http://www.iict.res.in for information**. However, the submission of e-Bids will be only through the CPP e-Tender portal https://etenders.gov.in. **Bids will not be accepted in any other form.**

2. For participation in e-procurement all bidders (including foreign bidders) need to enrol themselves on the Central Public Procurement Portal (URL:https://etenders.gov.in) which will be free of cost. For further information, kindly refer "Bidder Manual Kit" in the said portal.
3. Only enrolled/register deciders with the above said portal shall be allowed to participate in the e-tendering process
4. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction, it should be properly attested. If not, the quotation will not be considered. Hand written Quotations will not be considered.
5. It may kindly be noted that your **Bid** should be in **Single BID System**/ ~~Two BID System.~~
6. Price quoted should be **net** and valid for a minimum period of **90 days** from the date of opening of the quotation.
7. **It may be noted that Conditional / Unsigned tenders shall not be considered.**
8. The bidder must submit the applicable **Price Schedule** Form as Annexed to the BOQ in etenders.gov.in / Tender Document.
9. Complete specifications with manufacturer's Name and address should be given while quoting. Literature / brochures / pamphlets / technical data sheets / drawings must be enclosed with the quotation wherever applicable.
10. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
11. Currency of the Quote essentially be **Indian Rupee** only. However, **multi-currency** bidding is allowed in case of proprietary equipment procured from overseas manufacturer and spares and consumables of such proprietary equipment / spares, etc. eligible for Global Tender Enquiry (GTE) permitted in terms of Govt. of India orders No. No. F/12/17/2019/PPD dt. 29th Oct., 2020 and No. F.20/45/2020-PPD dt. 8th Jan., 2021, as amended from time to time.
12. **Delivery period** required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
13. **Liquidated Damages** The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price, at the discretion of the Competent Authority, CSIR- IICT.

14. If the deliveries/service are not maintained and due to that account the purchaser is forced to buy the material/service at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
15. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
16. **IT / GSTTDS** would be recovered as per applicable rule / regulations / provisions of applicable Indian laws.
17. Kindly furnish your **Permanent Account No.(PAN) & GST Number**, etc. in your quotation for our records.
18. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender **shall not be binding** on us.
19. This Institute intends to the benefits available to bidders in terms of policies and instructions issued by the Govt. of India in pursuance of 'Micro, Small and Medium Enterprises(MSME) Development Act, 2006'as made applicable as on the date of issue of this tender inquiry.
    A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

MSEs would be treated as owned by Scheduled Caste/Scheduled Tribe enterprises as under:

a) In the case of proprietary MSE, the proprietor(s) shall be SC/ST.
b) In the case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
c) In the case of Private Limited Companies, at least51%(fifty-one percent) share shall be

Held by SC/ST promoters.

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

The instructions regarding MSEs, as amended from time to time as on the date of Tender Inquiry shall be made applicable.

20. All disputes related to this tender shall be settled in the competent local courts of **HYDERABAD** Jurisdiction only.
21. If bidder is Indian agent of foreign principal, the following instructions shall be complied –

i. Bidder must **necessarily comply** with conditions of **'Make in India' Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India(GoI), as amended from time to time on the date of issue of tender and related instructions of the GoI. The relaxation to invite **GTE** for spares of equipment from OEM extended vides Govt. of India, Ministry of Finance OM No. F/12/17/2019/PPD dt. 29th Oct., 2020 and provisions for inviting **GTE** for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. F.20/45/2020-PPD dt. 8th Jan., 2021 shall be applicable in in the relevant cases as per instructions of the Govt. of India, as amended from time to time.

ii. 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 24.08.2020** 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 tender.

22. The Director, CSIR-Indian Institute of Chemical Technology(IICT), Hyderabad reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons thereof.

23. IMPORTANT NOTE:

i. KINDLY ENCLOSE COPIES OF PURCHASE ORDERS OF SAME/SIMILAR ITEMS (EVEN IF MODEL NUMBER / ACCESSORIES DIFFER) THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.

ii. IF NO SAME/SIMILAR EQUIPMENT HAS BEEN SUPPLIED TO ANY GOVERNMENT INSTITUTES/ UNIVERSITIES/CSIR INSTITUTES IN PARTICULAR DURING THE LAST 03 YEARS, PLEASE PROVIDE AN UNDERTAKING STATING *'WE CERTIFY THAT NEITHER WE NOR OUR PRINCIPALS (WHEREVER APPLICABLE) HAS SOLD SAME / SIMILAR ITEM TO ANY GOVERNMENT INSTITUTES / UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR'.*

iii. REASONABILITY OF PRICES:

A) PLEASE QUOTE BEST MINIMUM PRICES APPLICABLE FOR A PREMIER RESEARCH INSTITUTION, LEAVING NO SCOPE FOR ANY FURTHER NEGOTIATIONS ON PRICES.

B) A CERTIFICATE SHOULD BE GIVEN TO THE EFFECT THAT THE QUOTED PRICES ARE THE MINIMUM AND THEY HAVE NOT QUOTED THE SAME ITEM ON LESSER RATES THAN THOSE BEING OFFERED TO CSIR-IICT TO ANY OTHER CUSTOMERS NOR THEY WILL DO SO TILL THE VALIDITY OF OFFER OR EXECUTION OF THE PURCHASE ORDER, WHICHEVER IS LATER.

25. The address for obtaining further information:

CONTROLLER OF STORES & PURCHASE,
CSIR-IICT, Uppal Road,
Tarnaka, Hyderabad - 500007, India.
Tel # : 00 91 40 2719 1241/1243/1245
***Email*: csiriicthyd@csiriict.in**
Website: http://www.iict.res.in

Sd/-
Sri. Vijay Kumar Mahto
Controller of Stores & Purchase Officer
For and on behalf of CSIR

अन्य निबंधनएवंशर्तें/ Other **Terms & Conditions**

1. **Price:** Indian suppliers shall quote price on for CSIR-IICT Stores/ site basis. In case of foreign supplier, the Price shall be quoted on onsite basis. The price should also include any other charges.

2. **Delivery Schedule:** The delivery period is the essence of the services; hence, it must be indicated specifically in the quotation.

3. **Reasonability of Prices:**

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

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

4. **Payment**

4.1 For Indigenous supplier our normal payment termsare100%(hundred percent)within30(thirty)days on receipt and acceptance of service at our site in good condition. Please inform your Bank details for RTGS payment. In case of foreign suppliers 100% payment will be made by way of wire transfer after receipt and acceptance of service to the satisfaction of IICT User. However, in case of high value order payment by way of Letter of Credit can be considered as per request from the bidder.

4.2 Bidder has to submit a **pre-receipted bill** in triplicate duly stamped along with a certificate mentioned below the details of their bank account for the purpose of payment.

The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.

4.3 **No advance payment** shall be made for part of service under normal circumstances. CSIR-IICT reserves the right to cancel the purchase order in case part service is not effected

within the reasonable period or reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract.

5. Taxes and Duties

5.1 For items offered from outside India, the supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies as well as banking charges imposed outside India.

5.2 For items/services provided within India, the supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final delivery of item to CSIR-IICT.

5.3 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 under applicable law.

5.4 **All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, GST TDS etc.) wherever applicable.** CSIR-IICT GST No. is **36AAATC2716R2ZF.**

5.5 It is informed that this Institute is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996,

5.6 Indian supplier shall furnish your PAN & GST Number etc. in your quotation for our records.

6. Liquidated Damages (LD) Clause for LATE DELIVERY OF SERVICE:

6.1 Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange within the delivery period mentioned in the order, unless extended with/without penalty, to provide ordered service at the discretion of CSIR-IICT.

6.2 **Liquidated Damages (LD) Clause for delays:** The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price, at the discretion of the Competent Authority, CSIR- IICT.

6.3 If the delivery of service is not done and due to that account the purchaser is forced to buy the service at your risk and cost from elsewhere, the loss or damage that may be sustained thereby will be recovered from the defaulting supplier/service provider.

6.4 All supplied items are subject to inspection and approval before acceptance. Service related warranty, if any, on completion of services shall be furnished along with the delivery of items, wherever applicable.

6.5 If the delay in the delivery of ordered items is attributable to the supplier exceeds agreed time period from the date of original agreed upon date of delivery and extended with/without penalty, the CSIR-Indian Institute of Chemical Technology, Hyderabad shall have the right

to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers. The same rate of liquidated damages shall be applicable for late delivery of service.

7. AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:

In case there is involvement of an /Indian agent/representative in any form as mentioned at (b) below, an authority letter /copy of agreement from the principal manufacturer must be submitted with the quotation.

Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.

The details of all supplies/services involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per applicability. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted prices, after receipt and completion of satisfactory services.

8. INDIAN AGENT'S COMMISSION, **if any:** If you have any Agents in India, please show specifically whether the amount of commission payable to them is included or excluded in the quoted price. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. The role played by the Indian Agents in rendering assistance to your customers in service component may also be specified, if possible.

9. GUARANTEE/WARRANTY: Please specify whether the service will carry **warranty,** if so the period of warranty may be indicated. (~~Applicable~~/Not Applicable)

10. Country of Origin: Please indicate Country of Origin and the country from which the Service Provider render the services, if applicable.

11. Validity Period: Your offer should be valid for **90 days** from the date of opening of quotations.

12. FORCE MAJEURE: The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier/Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. <u>Settlement of Disputes</u>

13.1 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.

13.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/Service Provider 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 services under the Contract.

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

(a) If any dispute or difference arises between parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, such disputes or difference shall be **referred to Delhi International Arbitration Centre (DIAC), New Delhi**.

(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.

13.4 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 Service Provider any monies due the Service Provider.

14. Applicable Law

14.1 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 from where the Purchase Order has been issued.

15. Conditional tender will not be accepted.

16. Code of Integrity

16.1 The bidders/suppliers should sign a declaration about abiding by the 'Code of Integrity for Public Procurement' in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

16.2 **Code of integrity for Public Procurement**: The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

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

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

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

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

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

vi) "**Obstructive practice**": materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its

knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

16.3 **Obligations for Proactive disclosures**

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

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

16. 4. **Punitive Provisions**

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

i) **If his bids are under consideration in any procurement:**

a) Forfeiture or encashment of bid security;

b) Calling off of any pre-contract negotiations; and

c) Rejection and exclusion of the bidder from the procurement process.

ii) **If a contract has already been awarded**

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

iii) **Provisions in addition to above:**

a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;

b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;

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

Bidders are requested to submit the prescribed Certificate as per Annexure F.

17. Compliance of restrictions under Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer

17.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

17.2 "Bidder (including the terms 'tenderer', consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

17.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose *beneficial owner* is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

17.4 The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
   Explanation----

   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent tor more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

17.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

17.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidders are requested to submit the prescribed Certificate as per **Annexure-G**

18. As per Govt. of India procurement policies,

a. The purchaser **intends** to give **purchase preference** to **local suppliers*** in terms of**"Make in India" Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of the Ministry of Commerce and Industry, Government of India, as amended from time to time, as on date of issue of tender.**
(Small value purchases for estimated value of less than Rs.05 Lakh. The ceiling fixed in this regard by the Govt. of India from time to time as on date of publishing of tender shall be applicable for this purpose, even if not notified separately to bidders).

b. **There is restriction on the eligibility of the foreign suppliersfor item with estimated value upto 200 Crore, as per instructions issued by the Govt. of India from time to time in this regard.** The relaxation to invite Global Tender Enquiry (**GTE)** for spares of equipment from OEM extended vide Govt. of India, Ministry of Finance OM No. F/12/17/2019/PPD dt. 29th Oct., 2020 and provisions for inviting **GTE** for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. F.20/45/2020-PPD dt. 8th Jan., 2021 shall be applicable in in the relevant cases as per instructions of the Govt. of India, as amended from time to time.

c. The procuring entity intends to give **purchase preference** to products/goods manufactured by **Micro, Small and Medium enterprises**, as per policy of the Govt. of India, as amended from time to time.

*"**Local supplier**" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order, as amended from time to time Please also refer to Govt. of India(GOI), Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade

(DPIIT) Notification No. P-45021/2/2017-PP (BE- II) dt. 16.09.2020 and other orders issued by the Govt. of India on "**Make in India**" from time to time for reference and further details.

'**Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'*Class I - local supplier"* *means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than* ***50%****or* ***% as fixed by the nodal ministry (as applicable)****, as defined under the said GOI, DIIPT order dt. 16.09.2020, as amended from time to time,*

Class II - local supplier" *means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than* ***20%*** *but less than* ***50%*** *or* ***% as fixed by the nodal ministry (as applicable)****, as defined under the said GOI, DIIPT order dt. 16.09.2020, as amended from time to time,*

"Non-local supplier" *means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class II Local Supplier', as defined under the said DIIPT order dt. 16.09.2020, as amended from time to time as on date of publishing of Tender.*

Verification of local content

a. **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 that the item offered meets the local content requirement for "Class-I local supplier" / "Class-II local Supplier", as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In case of procurement for a value in excess of Rs.10 crores, the "Class-I local suppliers" / "Class-II local suppliers" shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of suppliers other than companies) giving the percentage of local content.

Decision on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

Bidders in their own interest may please refer to afore*said Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, Order No. P-45021/2/2017-B.E.-II dt. 16.09.2020, as amended from time to time for further details. Submission of false or misleading declaration in this regard will make bidder concerned liable for punitive action, as per applicable policy and procedures.*

Our Imports are subject to the Import Policy of Government of India (Actual User condition, Non-Industrial R&D Institutions).

Conditional Tender: Conditional tender will not be accepted and will be summarily rejected.

Director**,** CSIR**-**IICT, Hyderabad reserves the right to reject any bid without assigning any reason thereof**.**

The***bid***should be **addressed** to the"Director, CSIR-Indian Institute of Chemical Technology, Uppal Road, Tarnaka, Hyderabad-500007, Telangana, India".

[Vijay Kumar Mahto]
Stores & Purchase Officer
For and on behalf of CSIR

CHAPTER 2

FORMATS

Other Standard Forms

(To b enclosed as indicated below)

Table of Contents

Sl. No.	Name
01.	Bidder Infor mation Form (to be enclosed with the technical bid)
02.	Manufacturers' Authorization Form (to be enclosed with the technical bid)
03.	Bid Securing Declaration. (to be enclosed with the technical bid)
04	Performance Statement Form (to be enclosed with the technical bid)
05	Deviation Statement Form (to be enclosed with the technical bid)
06	Service Support Detail Form (to be enclosed with the technical bid)
07	Bid Form (to be enclosed with the priced bid)
08	Performance Security Form
09	Acceptance Certificate Form
10	Integrity Pact (to be enclosed with the technical bid)
11	Format of declaration of abiding by the code of integrity and conflict of interest to besubmitted by the bidder. (to be enclosed with the technical bid)
12	Price Schedule

13	Format of Affidavit of self-certification regarding domestic value addition (to be enclosed with the technical bid)
14	Format of Certificate to be provided by bidder in case of subcontracting. (to be enclosed with the technical bid)
15	Format of self-declaration in terms of land border instructions
16	Format for Technical Compliance (to be enclosed with the technical bid)

Note : Please refer clause 1.10.1 of the bidding documents for other documents to beattached with the bids/offers.

Form –1

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]*

Page 1 of_____pages

01.	Bidder's Legal Name *[insert Bidder's legal name]*
02.	In case of JV, legal name of each party: *[insert legal name of each party in JV]*
03.	Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
04.	Bidder's Year of Registration: *[insert Bidder's year of registration]*
05.	Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
06	NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE:
07.	Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*

08	COUNTRY OF ORIGIN OF PRODUCT (S):
09	ADDRESS OF THE PLACE OF MANUFACTURE / FACTORY / PLACE WHERE LOCAL CONTENT VALUE ADDITION IS DONE BY MANUFACTURER:
10	If item is imported and is from a country sharing land border with India, then
	Registration certificate details like number, date and validity date:
11	Are you a **MSE** registered for the **Item under procurement**: if Yes, then furnishdetails of the **certificate, date and validity** along with copy of the same. Do you intend to opt for the purchase preference policies of the Government of India as applicable to **MSE**s in this tender?? If So, write Yes
12	Do you intend to opt for the purchase preference policies of Government of India as applicable by "Make in India(MII) order/ circular? If So, write Yes
13	Are you **Class I Vendor** or **Class II Vendor** as defined by Make In India circular. It is mandatory to attach the **certificate from the OEM for Local content** percentage and place of value addition.
14.	Attached are copies of original documents of: *[check the box(es) of the attached original documents]* Articles of Incorporation or Registration of firm named in 1, above.
15.	Whether bidder intends to claim the **benefit of purchase preference in under the MSEs Policy and Make in India policy** of the Govt. of India with reference to point 11, 12 & 13 above. **If yes,** please specifically indicate your status as the bidder under one of the following category in terms of the Govt. of India, Ministry of Finance, Department of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023 – i. "MSE Class-I local supplier", or ii. 'MSE but non-Class-I local supplier" or iii. 'Non-MSE but Class-I local supplier" or iv. 'Non-MSE non-Class-I local supplier' (Delete or Strike out, whichever **not applicable**. Write "**NO**" if none of above four category is applicable)).

Signature of Bidder _____ Name_____

Form –2

MANUFACTURERS' AUTHORIZATION FORM

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

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

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

The Director,

CSIR-IICT, Hyderabad-500007.

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on_____day of_____,

_____*[insert date ofsigning]*

Form–3

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 SecuringDeclaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years 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 bidvalidity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of thesuccessful 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 (insertlegal capacity of person signing the Bid Securing Declaration).

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

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

of Bidder)Dated on_____day of_____(insert date of

signing)

Corporate Seal (where appropriate)

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

Form –4

PERFORMANCE STATEMENT FORM

(For a period of

last 5 years)Name of the Firm……

Order Placed by (full address of 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 satisfactory ? (Attach a certificate from the purchaser/ Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder
…….

Place :

Date :

Form – 5

DEVIATION STATEMENT FORM

Sl.No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part /Accessory	Compliance Whether Yes of 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
1.					
2.					
3.					
4.					

Signature of Bidder

- ✓ If the bidder offers more than one model, then the Compliance Statement must beenclosed 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.Place:

Date:

Signature and seal of theManufacturer/Bidder

Note: Where there is no deviation, the statement should be returned duly signed with anendorsement indicating “No Deviations”.

Form – 6

SERVICE SUPPORT FORM

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

Signature and Seal of the manufacturer/Bidder…….

Place :

Date :

Form –7

Bid Form

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

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

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

Invitation to Bid No.: (Insert No. of IFB)

To: Insert the complete name of the Purchaser)

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert thetotal bid price in words and figures, indicating the various amounts and the respective currencies];*

(d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be acceptedat 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 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause2.44;

(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 Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate — "***None***.")

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

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

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

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

Form –8

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

……..

WHEREAS .....(name and address of the supplier) (hereinafter called "the

supplier") has undertaken, in pursuance of contract No. ……

dated …….to supply (description of goods and services) (herein after called "thecontract").

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (amount of the guarantee in words and

figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

(Signature of the authorized officer of the Bank)

……

…….Name and designation of the officer

……

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

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

Form – 09

ACCEPTANCE CERTIFICATE FORM

M/s. _____Dated: ___

_____

_____

Sub: Certificate of commissioning of equipment

---

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para2). The same has been installed and commissioned.

(a) Contract No._____Date_____

(b) Description of the equipment_____

(c) Name of the consignee_____

(d) Scheduled date of delivery of the consignment to the Lab./Instts._____

(e) Actual date of receipt of consignment by the Lab./Instts._____

(f) Scheduled date for completion of installation/commissioning_____

(g) Training Starting Date_____

(h) Training Completion Date _____

(i) Names of People Trained _____

(j) Actual date of completion of installation/commissioning_____

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

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

Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered

02. The acceptance test has been done to our entire satisfaction. The supplier has fulfilled hiscontractual obligations satisfactorily

or

The supplier has failed to fulfil his contractual obligations with regard to the follo wing:

(a) ……

(b) ……..…..

(c) ……

(d) ……...

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

For Supplier

Signature ….……..

Name ……..……..

Designation ……..

Name of the firm…….

Date ……..……

For Purchaser

Signature……..

Name……..……...

Designation…….

Name of the Lab/Instt.……...

Date…….……..

Form –10

Format of Integrity Pact

Between

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

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

……The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

(a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender

process or the execution of the contract or to any third person any material or other benefit which he/sheis not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitmentin conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

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

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact orviolate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

(1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performshis functions neutrally and independently. He reports to the JS (A), CSIR.

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

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

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

(6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submitproposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to/providedto Independent Directors on the CSIR.

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)(Office Seal) (Office Seal)

Place…… …….. Place……

Date…….. Date……..

Witness 1:(Name & Address): _____ Witness 2::(Nam

FORM - 11

Format for declaration by the Bidder for "Code of Integrity & conflict of interest'(On the Letter Head of the Bidder)

Ref. No: _____ ***Date*** _____

To,

_____

_____

(Name & address of the

Purchaser)Sir,

With reference to your Tender No._____dated _____I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are asunder:

a

b

c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature

Name of the Authorized Signatory)

Company Seal

Form –12

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED WITHIN INDIA

***Name of the Bidder*_____** ***Tender No.*_____**

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Descrip - tion With HS N code	Countr yof origin	Unit	Quantit y	Unit Rate Ex-Works, Ex-warehouse, Ex-show roomoff the shelf price (inclusive of alltaxes already paid)	Total price Ex-Works, Ex-ware-house, Ex-show room off the shelf price (inclusive of alltaxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forwarding up to stationof dispatch, If any	Charges for inland transportation , insurance up to Lab. /Instt.by ***air/road/ rail (retain oneonly)***	Total Price	Installation, Commissioni ng and training charges, if any

Note:

(a) The cost of AMC, if any shall be indicated separately

(**b)** Cost of Spares, if any

Total Bid price in Indian currency_____

in words _____

Signature of Bidder _____

Name _____

Business Address _____

Form - 13

Format for Affidavit of Self Certification regarding Local Content in a R & D

EquipmentTENDER NUMBER: Date: _____

I_____S/o, D/o, W/o_____, Resident of _____do herebysolemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order No.P-45021/2/2017 -PP (BE-II) dated 16.09.2020

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content.

That the local content for all inputs which constitute the said equipment has been verified by meand I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-PP(B.E-II) dated 16.09.2020.

I agree to maintain the following information in the Company's record for a period of 8 years andshall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

i. Name and details of the PLACE OF LOCATION OF VALUE ADDITION:

ii. R &D Equipment for which the certificate is produced

iii. Procuring entity to whom the certificate is furnished

iv. Percentage of local content claimed:

This is to certify that the information / details given above are true. If it is found at a later stage thatany or all of the certification is found to be false or documents establishing value addition is not produced or insufficient I shall be liable for the false declaration. I shall co-operate with the nodal ministry or the procuring entity for verification of records establishing local content.
For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director / Partner / Proprietor)

NOTE: AUTHORISED SIGNATORY AS PER THE PPMI ORDER

FORM – 14

(For details refer to OM No.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and anyamendments thereon.)

Certificate for subcontracting

(Applicable and to be provided by bidder in case of subcontracting)

I have read the tender document of tender no. along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the competent Authority has been attached with the bid.I hereby certify that this bidder fulfil all requirements in this regard and is eligible to be considered.

Signature of the

bidderName of the

Signatory

FORM – 15

(For details, please refer to the Govt. of India(GoI.), Ministry of Finance, Department of Expenditure OM No. **F 6/18/2019-PPD dated 23.78.2020** and GoI., Department for Promotion of Industry and Internal Trade(DPIIIT) Order P-45021/112/2020-PP(BE-II) (E-43780) read with any other amendment/ related instructions issued by the Govt. of India, from time to time as on date of issue of this tender)

To,

The Director,

CSIR-IICT,

Hyderabad-500007.

Certificate by bidder for participation

With reference to CSIR-IICT, Hyderabad Tender Enquiry bearing No. …… dated ……. it is certified that:

*I/we have read clauses regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and I / We certify that the bidder is not from such a country or if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. (A valid certificate issued by the Competent Authority has been attached with the bid, **if applicable**).*

Further, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. Details of offered goods are as under-

i. Country of Origin of the Offered Item _____
ii. Manufacturer of the offered item _____
iii. Complete Address of the manufacturer _____
iv. Manufacturer of the offered item does not pertain to such a country which shares Land Border with India.

For and on behalf of M/s…….

(Sign and Seal of authorized representative of the firm)

This Annexure provides only brief overview of the main tendering related provisions of various policies of the Govt. of India (those related to MSEs, Make in India(MII), Start Up India, DPIIT guidelines etc. Bidders are encouraged in their own interest to go through the original policy documents issued by concerned ministries / departments of the Government of India, as these are revised from time to time. For the purpose of tender evaluation and deciding eligibility / ineligibility of bidder's offer, interpretation will be based on the current provisions in the original document of the concerned policy.

1. **The bidder must**
   1. **Comply with Make in India Order No.** P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and any amendment thereto from time to time.
   2. **Comply with Order** No. P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.
2. **CSIR-IICT is registered with Dept. of Scientific & Industrial Research, Govt. of India** and eligible for concessional Custom Duty. However, GST(IGST/CGST/SGST) shall be paid at applicable rates only.
3. **Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract, as per Government of India procurement policies. The purchaser intends to give purchase preference to:**
   a. Make in India (as per Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India. The preference to Public Procurement (Preference to Make in India) Order 20120" shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFQ / NIT and Contract.
   b. Products / goods manufactured by Micro and Small Enterprises shall be eligible for purchase preference as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, **the bidder must be the manufacturer of the offered product in case of bid for supply of goods**. Traders are excluded from the preview of public procurement policy for Micro and Small Enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

In case a bidders are eligible to seek benefit under Purchase Preference Policy(PPP) under 'MAKE IN INDIA(MII)' policy as well as PPP for 'MSE ,2012', then the bidder should categorically seek benefits specifying benefits claimed by the bidder with reference to MAKE IN INDIA OR MSE policy in BID FORM itself. Please also refer to the Govt. of India, Ministry of Finance, Department of Expenditure **OM No. F.1/4/2021-PPD dt. 18.05.2023** for order of *inter se* purchase preference applicable in such **concurrent applicability** of MII and MSEs policy in such cases.

4. Any bidder from a country which shares a land border with India will be eligible to bid in this tender **only if the bidder is registered with the Competent Authority** (Registration Committee as constituted by Department of Promotion of Industry and Internal Trade) and submits a valid registration Certificate. (please refer to Order no.6/18/2019-PPD dated 23 July 2020 and any amendments thereon.)

4.1 "Bidder" (including the term 'tendered', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidder stated hereinbefore, including any agency branch or Officer controlled by such person, participating in a procurement process.

4.2 "Bidder from a country which shares a land border with India" for the purpose of this order means:

a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture fails under any of the above

4.3 The beneficial owner for the purpose of above will be as under

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling owner ship interest or who exercise control through other means.

Explanation -

a) "Controlling ownership interest" means ownership of a or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

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

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person

exercising ultimate effective control over the trust through a chain of control orownership.

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

5 Eligibility with respect to 'Make in India'

a) In procurement of all goods, services or works in respect of which the Nodal Ministry I Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India, shall be eligible to bid irrespective of purchase value.

b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub- para 3(a) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India, and with estimated value of purchases less than Rs 200 Crore, in accordance with Rule 161(iv) of General Finance Rules, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

6 Purchase Preference Policies:

A) Purchase Preference Policy in respect of MSEs

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

b) A bidder in the category of Micro and Small Enterprises (to be supported by valid documents – to be uploaded along with technical bid), qualifying for price-bid and quoting price within price band of L1+15 percent 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 shall be allowed to supply upto 25 percent of the total tendered value (ratio of non-MSME and MSME will be 80:20).

c) In case more than one such Micro and Small Enterprise, the supply shall be shared proportionately.

d) If the lowest is MSME then the entire order will be finalized on L1.

B) Purchase Preference Policy in respect of Make in India

a) Subject to the provisions of Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to **Class-I local supplier'** in procurements undertaken by

procuring entities in the manner specified here under.

b) In the procurements of goods or works, which are covered by para 3(b) of Order No.P- 45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India above and which are divisible in nature, the **'Class-I local supplier'** shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I 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 Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by para 3(b) Order No.P-45021/2/2017- PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier' as well as 'Non-local supplier', as per following procedure-

i. Among all qualified bids. the lowest bid will be termed as L 1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price fall1ng within the margin of purchase preference. and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

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

iv. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

7. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be governed in terms of the Govt. of India, Ministry of Finance, Department of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023, as amended from time to time. The brief guidelines under situation of concurrent application of aforesaid policies are briefly detailed as under -

7.1 The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	**Terminology**
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	'MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	'Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	'Non-MSE non-Class-I local supplier'

7.2 The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under -

a. *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs whichare Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

i. L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

ii. L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b. Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be asunder:

i. *L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is tobe awarded to L-1.*
ii. *L-1 is "MSE non-Class—I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity,is to be awarded to L-1 bidder.*

c. If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:

c(a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

i. *L-1 is "MSE Class-I local supplier" - 100% of the tendered quantityis to be awarded to L-1.*
ii. *L-1 is "Non-MSE but Class-I local supplier" - Purchase preferenceis to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.*

iii. *L-1 is "MSE but non-Class-I local supplier" - Purchase preferenceis to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder*.

iv. *L-1 is "Non-MSE non-Class-I local supplied' - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter. purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs* above" as per PPP-MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure to said OM dt. 18.05.2023 under reference).*

c(b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non- divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

i. *L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1*.

ii. L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

iii. If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplied' or "Non-MSE but Class-I local supplier" — Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept -contract to be awarded to L-1.

7.3 *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

7.4 **Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.**

(Bidders are advised to refer to said OM No. F.1/4/2021-PPD dt. 18.05.2023 and related instructions for further details).

NOTE ABOUT 'LOCAL CONTENT': As per Letter No. P- 45021/102/2019-PP(BEII)(E-29930) dated 26.11.2020 and OM P- 45021/102/2019-PP(BE-II)-BE-Part-(1)(E-50310) dated 04.03.2021 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, it is clarified that bidders offering imported products will fall under the category of 'Non-local suppliers'. They cannot claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, Insurances, Installation, Commissioning, training and after sales services support like AMC/CMC etc. as local value addition.