



सी.एस.आई.आर. - राष्ट्रीय पर्यावरण अभियांत्रिकी अनुसंधान संस्थान  
C.S.I.R. - NATIONAL ENVIRONMENTAL ENGINEERING RESEARCH INSTITUTE  
नेहरू मार्ग ,नागपुर, भारत / Nehru Marg, NAGPUR -440 020, INDIA

**Phone - 0712- 2249758 Email: [pmpddivision@neeri.res.in](mailto:pmpddivision@neeri.res.in)**

Enquiry No. [PMPD/GST/2019-20/23](#)

Date: 18.12.2020

**Last Date and time for submission of E-Bids: 06.01.2021 (upto 03.00PM)**

**Date and time for opening of Bid: 07.01.2021 (03.00PM)**

### **निमंत्रण निविदा दस्तावेज / BID INVITATION DOCUMENTS**

CSIR-National Environmental Engineering Research Institute, Nagpur is an R&D establishment of national repute under the aegis of Council of Scientific & Industrial Research, New Delhi, funded by Govt. of India. CSIR – NEERI is involved in High Quality & High Impact Research & Development, Training & Consultancy in the field of sustainable environment and societal responsibilities in terms of clean water, waste management, sanitation, pollution control etc.

Considering the R&D activities and a premier National Institute, CSIR-NEERI having its headquarters at Nagpur & Five (05) Zonal Centres at Delhi, Mumbai, Kolkata, Hyderabad & Chennai having GSTIN: 27AAATC2716R2ZE (common for all six establishments) is either exempted of paying taxes or eligible for paying Goods & Services Tax and Customs Duty on concessional basis only as notified by DSIR, Govt. of India vide Notification No. 45/2018 & 47/2018 and being updated from time to time. This Institute avails special exemption/discount applicable to Govt. Funded R&D Institutes also, wherever applicable, in terms of procurement of equipment, material & services. Prospective bidders are requested to take this into consideration while bidding.

1. **Director, CSIR- NEERI (NATIONAL ENVIRONMENTAL ENGINEERING RESEARCH INSTITUTE, NAGPUR)** , invites e-tenders through [www.etenders.gov.in](http://www.etenders.gov.in) from Service provider/manufacturers, their authorized distributors, Suppliers and for the Services / items as mentioned below :-

1	<b>Description / Tender Details for Services</b>	Request for Proposals (RfP) from Chartered Accountant / Cost Accountant Firms for conducting GST Audit for the Financial Years 2017-18 and 2018-19 services as mentioned in Chapter 4 - Scope of Work <b>(Detailed Scope of Work as per Chapter 4)</b>
2	<b>Type of Bid – <u>Open Tender</u></b>	<b>Single Bid System (Technical and Price Bid as per BOQ-together)</b> <b>Technical Bid and <u>Financial Bid as per Chapter 5</u> together</b>

3	<b>Bid Security / Earnest Money Deposit (EMD)</b>	<p><b>Submit Bid-Securing Declaration in Annexure IV</b></p> <p><b><u>OR</u></b></p> <p><b>in lieu of the above, Bidder can submit EMD of Rs. 10,000/- (a D.D./BD/B.G. refer Form for Bid Security format)</b></p> <p><b>* Bid Security (EMD) is Exempted</b> to firms registered with NSIC / as <b>Micro and Small Enterprises (MSEs)</b> as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department .</p> <p><b>Copy of <u>Valid Certificate for the item tendered must be enclosed along with Bid Securing Declaration for availing EMD exemption</u></b></p> <p><b>*The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the <b>services</b> are rendered by them and <b>not for any trading activities</b> undertaken by them.</b></p>
4	<b>Performance Security</b>	<b>03 % of Work Order</b>

2. इच्छुक बोलीदाता वैग्यानिक एवम प्रमुख , पी एम पी डीविजन , सी एस आय आर-नीरी,नागपुर के कार्यालय से विस्तृत जानकारी प्राप्त कर सकते हैं। Interested Bidders can obtain further information from the office of the Scientist & Head, Project Monitoring & Planning Division, **CSIR-NEERI, Nehru Marg, Nagpur 440 020. Ph 0712-2249758**
  3. जैसाकि ऊपर विनिर्देशन किया गया है, सभी बोलियों के साथ बोली प्रतिभूति संलग्न की जानी चाहिए और उन्हें उपर्युक्त तारीख को उपर्युक्त समय पर उपर्युक्त कार्यालय को सौंपा जाना चाहिए। बोलियां बोलीदाताओं के उन प्रतिनिधियों की मौजूदगी में खोली जाएंगी, जो विनिर्देशित तारीख को और विनिर्देशित समय पर उपस्थित होंगे। यदि बोलियां प्राप्त करने और बोलियां खोलने की विनिर्देशित तारीख को खरीदार के कार्यालय में कोई अवकाश का दिन होगा, तो बोलियां प्रस्तुत करने और बोलियां खोलने की नियत तारीख, निर्धारित समय पर, अगला कार्यदिवस होगी। All bids along with the stipulated Bid Security **(To be submitted in form of a DD issued by a scheduled bank /nationalized Bank in favour of the Director, CSIR-NEERI, Nagpur payable at Nagpur or through a Bank Guarantee issued by a scheduled bank/nationalized bank in India as per Form attached to this document)** must be delivered to this office at the date and time indicated above. Bids so received will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.
  4. निदेशक, नीरी,नागपुर,भारत को यह अधिकार है कि वह, कोई कारण बताए बिना, किसी या सभी निविदाओं को अंशतः या पूर्णतः स्वीकार कर सकता है, या उसके/उनके क्रम को भंग कर सकता है। The Director, NEERI, Nagpur, India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons thereof.
  5. **E-bids are invited through the electronic tendering process and tender document can be downloaded from the e-tender portal of Govt. of India [www.etenders.gov.in](http://www.etenders.gov.in) free of cost. Please note that the submission of e-bids will be only through e -portal [www.etenders.gov.in](http://www.etenders.gov.in).**
- Note :** 1) Please note that the submission of bid shall be presumed that the bidder have gone through, read out & understood the tender in total and there is no further query / doubt in the particular tendering process.
- 2) **All correspondence may be addressed to Director, CSIR-NEERI,NAGPUR only.**

TERMS & CONDITIONS:-

1.	The acceptance of the quotation will rest with the competent authority of Director, CSIR-NEERI, NAGPUR 440 020, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
2.	<del>Price quoted should be net and valid for a minimum period of 90 days from the date of opening of the quotation.</del>
3.	<del>Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure. It may be noted that Conditional tenders shall not be considered.</del>
4.	The bidder must submit the applicable Price Schedule as per BOQ (Price Bid).
5.	In cases of agents quoting on behalf of their foreign service providers, one agent cannot represent two service providers or quote on their behalf in a particular tender enquiry. One service provider can authorize only one agent/dealer. There can be only one bid from the following:- 1. The foreign service provider directly or through one Indian agent on his behalf; or 2. Indian/foreign agent on behalf of only one principal service provider.
6.	Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. <b>Agency commission payable to the Indian Agent should be clearly indicated.</b> The Agency commission would be payable only in Indian Rupees after acceptance.
7.	This lab/Institute is registered with the Department 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, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14 <sup>th</sup> November, 2017 and similar State Tax (Rate) notifications.
8.	The mode of dispatch/transportation of the items must be by <u><b>Air/Road (In case of Import) and Road (For Local Supply within India) only. , in case of supply of goods.</b></u>
9.	Work Completion period required should be invariably specified in the quotation. The offered work completion period shall have to be strictly adhered to in case an order is placed.
10.	Liquidated Damages Clause for delays in completion of work after period mentioned in Tender Enquiry: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price
11.	If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
12.	TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc. Kindly furnish your PAN & GST Number etc. in your quotation for our records.

13.	Payment Term : 100% (hundred percent) on bill basis after completed of work / services , submission of report and duly certified by End User . Please inform your Bank details for RTGS payment.
14.	All disputes shall be settled in the courts of NAGPUR,MAHARASHTRA Jurisdiction only.
15.	<p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>(a) <i>In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration &amp; Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings.</i> All such cases shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for final decision.</p> <p>(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.</p> <p>All the above instructions and our standard terms and conditions for Tender Enquiry as per link <a href="https://www.neeri.res.in/file_homes/79204452_STD.pdf">https://www.neeri.res.in/file_homes/79204452_STD.pdf</a> must be complied, failing which your offer may be liable for rejection.</p>
16.	<p><b>Bids shall be submitted online only at CPPP website: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> for both technical and financial bid.</b></p> <p><b>Manual bids shall not be accepted.</b></p>

Sd/-  
Scientist & Head, PMP Division  
For Director, CSIR-NEERI, NAGPUR

### CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	18.12.2020 11.00am
2.	Document Download Start Date & Time	18.12.2020 11.00am
3.	Bid Submission Start Date & time	18.12.2020 11.00am
4.	Bid Submission End Date & Time	06.01.2021 03.00PM
5.	Bid Opening Date & Time	07.01.2021 03.00PM

### INDEX

Chapter	Content
1	Instructions to Bidders
2	Conditions of Contract
3	Schedule of Requirement
4	Specifications and Allied Technical Details
5	Price Schedule Forms
6	Qualification Requirements
7	Contract Form
8	Other Forms

### PROCUREMENT PLANNING

Sl.No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 50
3.	Date of communication of Rejection of Bids	XX + 65
4.	Date of Receipt of context, if any, from Bidders	XX + 70
5.	Opening of Financial Bid	XX + 80
6.	Notification of Award	XX + 90

Note:-Complete set of tender Terms & Conditions shall be applicable as per link: [https://www.neeri.res.in/file\\_homes/79204452\\_STD.pdf](https://www.neeri.res.in/file_homes/79204452_STD.pdf) (Chapter1&Chapter2) also available on website [www.neeri.res.in](http://www.neeri.res.in) under Tender column Terms & Conditions for Tender. Bidders are requested to go through the documents before submitting their bid. Submission of bids shall be presumed that the Tender documents from Chapter 1 -8 have been read out, understood and accepted and there is no deviation / reservation at bidder's end.

### **CHAPTER 3**

#### **Schedule of Requirements**

1	Description of Services/Item	<b>(As on page one &amp; Scope of Work details as per Chapter 4)</b>
2	Period required for completion of Work as per Tender Enquiry	<b>Within 02 months from the date of receipt of Work Order</b>
3.	<b>Performance Security (DD/ PBG/FDR )</b>	The successful bidder shall be required to furnish a Performance Security of 3% of the value of contract to be submitted <b>within 21 days</b> of receipt of Award Letter in the form of an Account Payee Demand Draft / Performance Bank Guarantee / Fixed Deposit Receipt from a Nationalised / Scheduled Bank in India in favour of Director, CSIR-NEERI, Nagpur. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the Service Provider accordingly.
4.	Final Destination for work	<b>CSIR-NEERI, NAGPUR 440 020</b>
5.	<u>Payment Term:- 100% Payment shall be made after completion of the entire work, submission of report &amp; after submission of invoice by the service provider and duly certified by the concerned Division Head of CSIR-NEERI and against submission of applicable Performance Security, if any.</u>	

**TECHNICAL DETAILS / SCOPE OF WORK**

**Chapter 4 – Details**

**BACKGROUND**

The **CSIR-National Environmental Engineering Research Institute (NEERI), Nagpur**, is one of the constituent Laboratories of the Council of Scientific and Industrial Research (CSIR), New Delhi, dedicated to R&D in the area of Environmental Science and Engineering. CSIR-NEERI has a nation-wide presence with its five Zonal Centres at Chennai, Delhi, Hyderabad, Kolkata and Mumbai.

The mandate of CSIR-NEERI is:

- To conduct research and developmental studies in environmental science and engineering
- To render assistance to the industries of the region, local bodies, etc. in solving the problems of environmental pollution through S&T intervention
- To interact and collaborate with academic and research institutions on environmental science and engineering for mutual benefit
- To participate in CSIR thrust area and National mission projects

**SCOPE OF WORK**

**Purpose of GST Audit**

GST Act has made it mandatory to get the accounts audited by a Chartered Accountant or a Cost Accountant who shall submit a copy of the audited annual accounts, the reconciliation statement under sub-section (2) of section 44 of CGST Act and such other documents in such form and manner as may be prescribed. The CSIR-NEERI invites quotations on Limited Tendering basis from audit firms for carrying out GST audit for the FYs 2017-18 and 2018-19 as prescribed in GST Provisions. As per the requirement of Goods and Services Tax (GST) Acts / laws, at present, CSIR-NEERI has obtained centralized registration at Nagpur. The entire audit activities are to be carried out centrally at CSIR-NEERI Headquarters Office at Nagpur as the CSIR-NEERI is having centralized mechanism for compliance under GST. Detailed activities / functions that the selected auditor is expected to perform is given in Terms of Reference (TOR) given below. In case, more registrations (due to merger, expansion of activities or any other reasons) are obtained, during the term of assignment, the selected firm will be expected to conduct GST audit and file annual returns of additional registrations also without any additional cost.

## Terms of Reference

1. The auditor will be required to carry out audit for the FYs 2017-18 and 2018-19 under Section 35(5) of CGST Act, 2017 read with Rule 80 for all registrations and to issue separate audit report (including filing of annual returns, reconciliations or any other statements/report/certificate required for annual returns) required under existing GST Act or GST Act amended from time to time.
2. The entire audit activities will be required to be carried out centrally at CSIR-NEERI HQrs at Nagpur as the CSIR-NEERI is having centralized mechanism for compliance under GST. However, if required, the auditor may visit the branches / Zonal Centres of the CSIR-NEERI, Nagpur located at Chennai, Delhi, Hyderabad, Kolkata, and Mumbai in connection with the audit.
3. The Auditor will also be required to issue Audit report, Certificates as per the requirements of the GST legislation (existing or amended from time to time) as per the timelines fixed by CSIR-NEERI for timely compliance of the GST legislations. Necessary input in the statutory forms and its filing / uploading on the GSTN portal shall be carried out by the Auditors.
4. Further, if any new requirements are provided in the GST Act, Rules, Provisions, legislation etc., then the selected firm will be required to comply with those requirements also and issue necessary reports/certificates/statements and complete the audit and annual return filing activity to comply with amended requirements.
5. The engagement will come into effect after finalisation of the bidder and engagement will end after completion of audit of annual returns i.e. if engagement starts from **December, 2020**, the assignment will end with completion of GST audit and its related work.
6. Appointment can be renewed on completion of the assignment only on submission of necessary declaration regarding fulfilling the following eligibility criteria:-
  - a) eligible for being appointed as Tax Auditor under Income Tax Act,1961 and Chartered Accountant Act,1949.
  - b) conditions to conflict of interest – Submit attached format at Annexure-VII.
  - c) The firm is not banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI / or any other regulator and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI or any other regulator.
7. After the expiry of the period of assignment, the CSIR-NEERI may consider at its own discretion to extend/renew the tenure of the Auditor on the same terms and conditions.
8. Compiling, Consolidating, Preparing, Filing and Certifying of the Audit Report under the GST Regime in Form GSTR-9C which covers the following reconciliation of the figures and



certifying the same to be true and correct according to the records and free of any material mis-statement. Reconciliation Statement is divided into five parts as below:-

#### **Part – I: Basic Details**

Consists of FY, GSTIN, Legal Name and Trade Name. The taxpayer must also mention if he is subject to audit under any other law.

#### **Part – II: Reconciliation of turnover declared in the Audited Annual Financial Statement with turnover declared in Annual Return (GSTR9)**

This involves reporting the gross and taxable turnover declared in the Annual return with the Audited Financial Statements. It is to be noted that most often, the Audited Financial statements are at a PAN level. This might require the breakup of the audited financial statements at GSTIN level for reporting in GSTR-9C.

#### **Part - III: Reconciliation of the tax paid**

This section requires GST rate-wise reporting of the tax liability that arose as per the accounts and paid as reported in the Annual Return i.e. GSTR-9 respectively with the differences thereof. Further, it requires the Auditor to state the additional liability due to unreconciled differences noticed upon reconciliation. .

#### **Part – IV: Reconciliation of Input Tax Credit (ITC)**

This part consists of the reconciliation of Input Tax Credit availed and utilized by taxpayers as reported in GSTR-9 and as reported in the Audited Financial Statement. Further, it needs a reporting of expenses booked as per the Audited Accounts, with a breakup of eligible and ineligible ITC and reconciliation of the eligible ITC with that amount claimed as per GSTR-9. This declaration will be after considering the reversals of ITC claimed, if any.

#### **Part - V: Auditor's recommendation on the additional liability to be discharged by the taxpayer due to non-reconciliation of turnover or ITC**

The Auditor must report any tax liability identified through reconciliation exercise and GST audit, pending for payment by CSIR-NEERI. This can be non-reconciliation of turnover or ITC on account of the following:-

- a) Amount paid for supplies not included in the Annual Returns (GSTR-9).
- b) Erroneous Refund to be paid back to the Government.
- c) Other Outstanding demands to be settled.

#### **Payment Terms**

The payment shall be made against the services provided by the firm, subject to the following terms and conditions:-

- The payment during the entire contract period shall be made in accordance with the financial bid submitted by the selected bidder and accepted by the Institute. No price variation would be allowed during the contract period. The financial price quoted by the contracting firm shall be final. No request for extra payment on account of increase in workload on whatever account will be entertained. No extra payment on account of any out of pocket expenses shall be paid.
- Goods and Service tax is payable extra as per applicable rates.
- Payments shall be subject to TDS under Income tax at applicable rates.
- Payment shall be made 100% on bill basis after completion of services / work, submission of report and Tax Invoice duly certified by the concerned Division Head of CSIR-NEERI. The Chartered Accountant firm shall submit the bill accordingly.

If the tender is not supported by the “Essential certificates” or “other documents” for credentials as envisaged in the tender documents, the relevant credentials shall not be considered for evaluation without any further reference to the Bidder.

The Director, CSIR-NEERI reserves the right with himself to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof. NIT & detailed tender document is also available on our Institute website “[www.neeri.res.in](http://www.neeri.res.in)”.

### **Queries Regarding the Tender**

This tender document is self-explanatory hence no enquiry will be entertained.

**Minimum fee :Rs. 1,00,000/- per financial year**

## ANNEXURE - A

Sr. No.	Criterion	Particulars	Description	Index-Reference Page Nos.
1	The firm must have local address (Submit copy of supporting document regarding address)  The C.A./Cost Accountant firm should be registered with the ICAI/ICWA and must possess permanent account number (PAN) under Income Tax and registration under GST. (Provide copies of all Registration certificates)	Name of the Firm		
		Address of HO		
		Address of Branch office		
		Designation/Qualification of Head Authority at Branch Office		
		Telephone No.		
		Mobile No.		
		E-Mail:		
		Registration No. with ICAI/ICWA		
		Date of Registration		
		PAN of CA/Cost Accountants Firm		
		GST No.		
2	Provide copy of valid registration certificate	Empanelment No.		
		Period/Validity		
3	Provide necessary evidence	Year of Registration/ Starting of Operations		

		Number of years in operation after registration (in years)		
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Certified that the above particulars are true & correct. In the event of any such information/document is found to be incorrect/false/manipulated, the Institute is at liberty to reject the proposal of the Chartered Accountant/Cost Accountant Firm without assigning any reasons thereof and without giving any opportunity of being heard.

Date:

Signature:.....

SEAL:

Name and Designation:.....

### **Criteria or Grounds for Summarily Rejection of offers**

1. Bid submitted is not valid for minimum period of 90 days from the date of opening of technical bid.
2. Late submission of bid.
3. Any conditional clause in quoted Bid which is not as per NEERI tender.
4. Quoted offer is not as per NEERI tender and there is deviation .
5. Bid is unsigned.
6. Bidder is not eligible.
7. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

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

1. Ambiguity in quoted bid
2. Ambiguity in commercial terms including payment terms. Necessary information/ documentation to rectify non-material non-conformities or omission in the bid related to Documentation requirement but non-related to any aspect of the price of the bids.
3. Non-submission of sufficient supporting Technical Literature / data.
4. Bid validity extension beyond 90 days, in case it is required by the institute.
5. Non-submission of any or all requisite formats as per tender.
6. Non-acceptance to payment terms mentioned in Tender Document.

**CHAPTER 5**  
**PRICE SCHEDULE FORM**

Kindly submit Price Bid through BOQ ( E-Tender )

**Certified that Total price (Final Landing Cost for complete work/audit for 2017-18 & 2018-19 as mentioned in this tender ) in BOQ is inclusive of GST & all other charges for 02 years.**

AND

**Price Certificate**

**“Certified that rates quoted are not higher than the rates quoted for the same / similar work/ audit charged to any other govt. organization / PSUs / CSIR Labs/ or any other organization”.**

**Signature and seal of Bidder on page**

**Notes:**

- a. Statutory Deductions like TDS / IT etc., shall be deducted by the Institute as per statutory rates and norms wherever applicable.***
- b. Payment shall be made 100% on bill basis 1) after completion of services / work 2) submission of report & Tax Invoice duly certified by the concerned Division Head of CSIR-NEERI 3) submission of Performance Security. – Payment Terms Accepted**

**Signature and seal of Bidder on page**

## CHAPTER 6

### Eligibility / Qualification Criteria

Sr.No.	Details	Bidder's Confirmation
1	The Applicant firm should have been registered with ICAI and practicing continuously in India for the last 5 years as on <b>30.11.2020</b> Constitution Certificate issued by ICAI Certified copy of registration Certificate issued by Registrar in case of Limited Liability Partnership (LLP).	Copy enclosed / Complied
2	The total of the turnover of the firm for last 3 years should be more than Rs. 10 Lakhs. (Total of each year 1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> should be more than Rs 10 Lakhs)	Complied – Document Enclosed
3	The firm should have its owned Head/Regional/Branch Office in Nagpur, Maharashtra.	Confirm & Complied
4	The tenderers should have valid TAN No./PAN No./GST No.	Confirmed & Complied
5	The tenderer should submit copies of its Income Tax Returns for the last three years.	Copies Enclosed & Complied
6	The firm should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI or any other regulator and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI or any other regulator.	Confirmed & Complied
7	The tenderer should submit a copy of valid certificates issued by ICAI /ICAI(Cost Accountant) along with quotations.	Enclosed & Complied

**Confirmation on above points with Seal & Signature of quoted firm: \_\_\_\_\_**

## **CHAPTER 7- Contract Form - NOT APPLICABLE**

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 2, Rafi Marg, New Delhi-110001, India represented by \_\_\_\_\_ [ *insert complete name and address of Purchaser* (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) Special Conditions of Contract
- (c) General 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)**

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

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**MANUFACTURERS' AUTHORIZATION FORM – Not Applicable**

***[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: *[insert complete name and address of Purchaser]*

**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 of signing]*

**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 enquiry 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 days after the period of tender validity i.e., up to \_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than this date.

\_\_\_\_\_  
(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 Bid 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.

**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 (Minimum 90 days) specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

Name: (insert complete name of person signing the 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 partners to the Joint Venture that submits the bid)

**PERFORMANCE STATEMENT FORM**

(For a period of last 3 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description of the services	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 services completed successfully ? (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 :

**Annexure– VI**

**Scope of work/ Specification Compliance cum Deviation Statement Form**

Sr. No.	CSIR-NEERI, Scope of Work	Vendor Quoted Specification	In case of Compliance, supporting printed technical literature mentioning page no. Column & line has also to be highlighted	Deviations to CSIR-NEERI specifications if any,	Reasons for deviations	Special Remarks, if any,
1.	2.	3.	4.	5.	6.	7.
2.						
3.						
4.						
5.						

Technical compliance against CSIR-NEERI Tender No. \_\_\_\_\_

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder on this page

**NOTE:**

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

**Annexure–VII**

**SERVICE SUPPORT FORM**

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

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

**Bid Form**

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

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

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

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to 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 the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:  
  
**Discounts:** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, 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 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 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]*



**PERFORMANCE SECURITY FORM- if specified in tender**  
**(To be submitted with Order Acceptance)**

**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 "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 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 Bank Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**ACCEPTANCE CERTIFICATE FORM- For information Do not submit with bid**

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

Dated: \_\_\_\_\_

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Sub: Certificate of commissioning of equipment / beginning of service  
\_\_\_\_\_

01. This is to certify that the services 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 and commissioned.

- (a) Contract No. \_\_\_\_\_ Date \_\_\_\_\_
- (b) Description of the services \_\_\_\_\_
- (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/LD for late delivery (at Lab./Instts. level) ₹ \_\_\_\_\_
- (l) Penalty /LD for late installation (at Lab./Instts. Level) ₹ \_\_\_\_\_

Details of accessories/items/services 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/service provider has fulfilled his contractual obligations satisfactorily  
or

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

- (a) .....
- (b) .....
- (c) .....
- (d) .....

The amount of recovery on account of failure of the supplier / service provider to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier / Service Provider

Signature .....

Name .....

Designation .....

Name of the firm.....

Date .....

For Purchaser

Signature.....

Name.....

Designation.....

Name of the Lab/Instt.....

Date.....

**Format of Integrity Pact****INTEGRITY PACT**

Between

Council of Scientific & Industrial Research (CSIR) is a Society registered under the Societies Registration Act, 1860 represented by NEERI, Nagpur 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 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 in the 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/she is 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 commitment in 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 all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate 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 performs his 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 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 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, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to 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 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 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 agreement to their original intentions.

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

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

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

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

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 as mentioned under Para 1.3.0 of ITB of Tender.

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**Format for Affidavit of Self Certification regarding Local Content in a R & D Services, to be provided on Rs.100/- Stamp Paper**

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

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_,  
Resident of \_\_\_\_\_

\_\_\_\_\_ do hereby solemnly 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 2017 dt 15<sup>th</sup> June, 2017.

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 services/equipment has been verified by me and 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/-E.E.-II dated 15.06.2017.

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

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. R &D Services/Equipment for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the R &D Equipment/services
- xii. List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii. List and cost of inputs which are imported, directly or indirectly

**For and on behalf of**

**(Name of firm/entity)**

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



**Annexure-XIV****Check list for Service Provider/OEM/Supplier/Authorised Indian Agent to be submitted alongwith Technical Bid**

- Note:**
1. Service Provider / Indian Agent / OEM should go through the entire Tender Document enclosed with the Technical Bid for compliance
  2. Enclose Separate Annexures wherever asked for and number them serially.
  3. Acceptance of every clause/condition is must for the bidder to qualify in the evaluation process.

1.	EMD / Bid Security/Bid Securing Declaration	Valid for minimum 135 days from the date of opening of bid- Agreed by bidder
2.	Is the firm registered as MSE with CSIR Labs / Institutes, exempted from payment of bid security for the item / equipment manufactured and services provided by them.	<b>Yes / No</b>  If yes, please specify the name of Department and validity of such exemption order. Certified copy of valid registration may be enclosed.
3.	<b>Performance Security – as specified in tender</b>	03% of total ordered value to be submitted within 21 days from receipt of Work Order <b>valid for 60 days from the date of completion of work.</b> Performance Security shall be submitted by M/s _____ - <b>Agreed</b>
4.	L.D.Penalty clause for late completion/delivery and delay in providing service as per tender	<b>0.5% per week - Agreed</b>
5.	Compliance to Pre-qualification/ Eligibility criteria	Enclosed as Annexure _____
6.	<b>Documents to be enclosed with Technical Bid</b>	<b>1.</b> Bidder Information Form - Annexure _____ <b>2.</b> Bid Security Form – Annexure _____ <b>3.</b> Service support details – Annexure _____ <b>4.</b> Compliance Cum Deviation Statement form - Annexure _____ <b>5.</b> Performance Statement form - Annexure _____ <b>6.</b> Manufacturer / Service Provider Authorization Form - <b>Not applicable</b> <b>7.</b> Declaration abiding by the Code of Integrity and no Conflict of Interest for public procurement / service procurement. <b>8.</b> Schedule of Requirement (as per Chapter 3 ) – Annexure _____ <b>9.</b> Qualification Requirement (As per Chapter 6) - Annexure _____ <b>7.</b> Documentary evidence establishing that the bidder is eligible to bid. <b>8.</b> qualified to perform the contract if its bid is accepted enclosed as Annexure _____ <b>9.</b> Documents establishing goods/services eligibility and conformity to bidding documents enclosed as Annexure _____ <b>10.</b> Format for Affidavit of Self Certification regarding Local Content in a R&D equipment / service to be provided on Rs.100/- Stamp Paper _ (If applicable) Annex____

7.	<b>Documents to be enclosed with Price / Financial Bid</b>	1. Bid Form - enclosed as <b>Annexure _____</b> 2. Applicable Price Schedule Form – enclosed as <b>Annexure _____</b>
8.	Validity of Bid	Minimum <b>90</b> days from the date of bid opening – <b>Complied</b>
9.	Schedule for completion of services	<b>AS PER SCHEDULE OF REQUIREMENT - Agreed</b>
10.	Agreeing for Payment	<b><u>For Indigenous Supplier</u></b> <b>100% on Bill basis after entire completion of work , submission of report &amp; Invoice duly certified by end user and submission of Performance Security, if any. No part payment or any other mode of payment shall be accepted.- Agreed</b>
11.	<b>Performance Security , Penalty/LD , Qualifying Criteria, Scheduled for completion of work : As per Tender - Agreed</b>	
12.	Custom Duty / GST	(a) Concessional rate Custom Duty Exemption Certificate will be provided by CSIR-NEERI to Indian Agent to confirm whether quoted item / service is duty applicable or duty free and indicate its product code / import code (i.e. HS Code or SAC Code) of the equipment / items / services as per customs tariff in technical Bid - <b>Noted and Agreed</b> (b) Concessional GST Exemption Certificate as per Govt. Notification No. 45/2017 and 47/2017, whichever is applicable, will be provided by CSIR-NEERI to supplier / service provider on the request of supplier / service provider, if needed - <b>Noted and agreed</b>
13.	Type of Bid: <b>Single Bid System</b>	Technical Bid and Check List is enclosed Price Bid is enclosed Technical Bid and Price Bid together - <b>Complied</b>
14.	Agreed for payment of applicable stamp duty in case of award of contract	Agreed
15.	Agreed for submission of acceptance certificate form on completion of satisfactory installation / beginning of service duly signed by user and supplier's/service provider's authorized representative.	Agreed
16.	Price certificate	<b>"Certified that rates quoted are not higher than the rates quoted for the same / similar equipment / item / service charged to any other Govt. organization / PSUs / CSIR Labs". Enclosed at Annexure _____</b>
17.	Item / equipment / service do not fall within the restrictive list contained in the EXIM Policy	Yes / No (Strike out which is not applicable)
18.	In case the item / service falls under the list of EXIM Policy, DGS&D enlistment certificate from Indian Agent should be submitted.	Yes / No / Not applicable (Strike out which is not applicable)
19.	Supplier / Indian Agent / service provider shall bear the taxes / duties / levies outside India.	<b>Agreed</b>
20.	Manufacturer Authorization Form (MAF) from manufacturer / service provider as per Tender Document Format enclosed as Annexure _____	
21.	Complete pre-requisites of equipment installation list / service to be provided list enclosed as Annexure _____ (if not submitted, no additional cost other than cost quoted for equipment / service shall be paid by CSIR-NEERI.	

**Signature of Service Provider / Indian Agent / OEM / Principal Supplier**