



## जवाहरलाल नेहरू उन्नत वैज्ञानिक अनुसंधान केंद्र

जक्कूर, बेंगलुरु - 560064 कर्नाटक, भारत

विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार के अधीन एक स्वायत्त संस्थान  
सम विश्वविद्यालय संस्था

### Jawaharlal Nehru Centre For Advanced Scientific Research

Jakkur, Bengaluru - 560064 Karnataka, INDIA

An autonomous institution under Department of Science and Technology, Govt. of India.  
An Institution Deemed-to-be-University




## NOTICE INVITING TENDER (NIT)

FOR

### 450 Mbps RF Internet Leased Line Connectivity

No: JNC/PUR/PI2-111/COMPLAB/22-23/54/WO Dated 13.10.2022

  
(K. Bhaskara Rao)  
Sr. Stores & Purchase Officer





Jawaharlal Nehru Centre for Advanced Scientific Research  
Jakkur Post, Bengaluru – 560 064, India  
(A Deemed University Under Deptat. Of Science & Technology, Govt. of India)  
Tel #: 00 91 80 22082750  
Email: [purchase@jncasr.ac.in](mailto:purchase@jncasr.ac.in)  
Website: [www.jncasr.ac.in](http://www.jncasr.ac.in)

### **Tender Information Summary (TIS)**

No: JNC/PUR/PI2-111/COMPLAB/22-23/54/WO

October 13, 2022

**Sealed Tenders (Two cover system) are invited from the reputed Vendors, for “450 Mbps RF Internet Leased Line Connectivity” at JNCASR, Jakkur Campus as per Specifications and other terms and conditions.**

**The last date for submission of the sealed tenders is 4<sup>th</sup> November 2022 at 3.00 P.M**

**Technical Bids will be opened on 4<sup>th</sup> November 2022 at 4.00 P.M.**

**The date of opening of Commercial Bids will be announced later.**

1. The address for submission of bids and for obtaining further information:

**Senior Stores & Purchase Officer**

Jawaharlal Nehru Centre for Advanced Scientific Research  
Jakkur PO, Bengaluru – 560064  
Tel #: 00 91 80 2208 2976 / 2756  
Email: [purchase@jncasr.ac.in](mailto:purchase@jncasr.ac.in)

For any technical queries, please contact Complab on 22082779.

2. The bidding documents can be downloaded directly either from **website:** [www.jncasr.ac.in](http://www.jncasr.ac.in) or <https://eprocure.gov.in/epublish/app>
3. Bid security declaration as per format enclosed must be furnished on your letter head.
4. All bids must be accompanied by a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids 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, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
5. The President, JNCASR, Bengaluru, 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 there for.
6. For price bid, please use the Price Bid format.



### **Submission of Proposal:**

The proposal should be submitted in two **sealed covers** both for technical and commercial separately. One containing sealed Technical Bid and the other one a sealed Price Bid. The bidder name, the nature of the envelop (either technical bid or price bid) must be clearly mentioned on top of each of the envelope. The sealed proposals must be addressed to Senior Stores & Purchase Officer, Jawaharlal Nehru Centre for Advanced scientific Research, Jakkur, Bengaluru 560 064.

**Technical Cover:** Should contain the technical specifications of the Facility Management Services being offered with complete details.

- All the commercial terms and conditions of the offer
- Compliance statement for the tendered specifications with indication of evidence for the claims made.
- Information of service support.
- Bid Security Declaration
- Price Bid format without price information.

### **Price Bid should contain:**

- Bill of quantities with price information. Breakups should be given to all line items.
- Taxes and Duties
- Commercial terms and conditions

**NOTE:** Tenders without signature of vendors on each page would be summarily rejected.

### **Important Terms & Conditions:**

Acceptance of the Contract: Immediately after the P.O. date

Payment: Payment will be made to the Contractor after completion of every 3 months period (quarterly).

Vendors are required to submit their claim with proper service report.





## **INSTRUCTIONS TO BIDDERS**

### **A. Introduction**

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

#### **1.1 Eligible Bidders**

- 1.1.1. This Invitation for Bids is open to all suppliers.
- 1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the service to be purchased under this Invitation of Bids.
- 1.1.3. Bidders who fulfill the pre-qualification/eligibility criteria mentioned will be considered for technical evaluation

#### **1.2 Cost of Bidding**

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

#### **1.3 Fraud and corruption**

- 1.3.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

<b>Sr. No.</b>	<b>Term</b>	<b>Meaning</b>
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.



## CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into 8 parts as under:

Sl. No.	Name of the Part
1	Instructions to Bidder (ITB)
2	General Conditions of Contract (GCC)
3	Special Conditions of Contract (SCC)
4	Technical Specifications (Annexure –K)
5	Qualification requirements
6	Price Bid Format (Annexure – F)
7	Other Forms - Annexures



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

## **B. The Bidding Documents**

### **1.4 Cost of Bidding Documents**

- 1.4.1. Interested eligible bidders may download the bidding documents as indicated in the Invitation for bids.

### **1.5 Content of Bidding Documents**

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

### **1.6 Clarification of bidding documents**

- 1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the due date for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of bidding documents and Clause relating to Due date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

### **1.7 Amendment of Bidding Documents**

- 1.7.1. At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.7.2. All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.
- 1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the purchaser.





## **C. Preparation of bids**

### **1.8 Language of Bid**

- 1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.
- 1.8.2. The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

### **1.9 Documents Comprising the Bid**

- 1.9.1. The bid prepared by the Bidder shall include:

(a)	Bidder Information Form
(b)	Bid security (Declaration) as specified in the Invitation to Bids
(c)	Service support details form
(d)	Performance Statement Form
(e)	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
(f)	Applicable Price Schedule Form

### **1.10 Bid form and price schedule**

- 1.10.1. The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with **ITB Clause 1.18.3** of the bidding documents.

### **1.11 Bid Prices**

- 1.11.1. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the services it proposes to provide under the contract.
- 1.11.2. The price quoted shall remain fixed during the **bid evaluation/contract period** and shall not vary on any account. No escalation of prices is permitted.
- 1.11.3. All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
- 1.11.4. The quotation should be only in Indian Rupees.
- 1.11.5. All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

### **1.12 Bid Currencies**



- 1.12.1. Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

**1.13 Documents Establishing Bidder's Eligibility and Qualifications**

- 1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 1.13.2. The documentary evidence of the bidder's qualification to perform the contract, if the bid is accepted, shall establish to the purchaser's satisfaction that:
- 1.13.3. Conditional tenders shall not be accepted.

**1.14 Documents Establishing service Eligibility and Conformity to Bidding Documents**

- 1.14.1. To establish the services eligibility, the documentary evidence of the services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 1.14.2. To establish the conformity of the services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

(a)	A detailed description of the essential technical and performance characteristics of the goods;
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- 1.14.3. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**1.15 Bid Security Declaration**

- 1.15.1. The Bidder shall furnish, as part of its bid, a Bid Security Declaration on their letter head.
- 1.15.2. Bids submitted without Bid Security declaration will stand rejected.
- 1.15.3. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 1.15.4. The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.5. The bid security of unsuccessful bidder will be discharged / returned as promptly as possible, positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later.
- 1.15.6. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest.





1.15.7. In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.

1.15.8. The bid security may be forfeited:

(a)	If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form;
<b>OR</b>	
(b)	In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

#### **1.16 Period of Validity of Bids**

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

1.16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. Such bidder's bid will be returned unopened if they do not extend the validity of the bid as requested by JNCASR. A Bidder granting the request will not be required nor permitted to modify its bid.

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

#### **1.17 Format and Signing of Bid**

1.17.1. The bids may be submitted as two-bid as specified in the Invitation for Bids.

1.17.2. The original and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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

### **D. Submission and sealing of Bids**

#### **1.18 Submission, Sealing and Marking of Bids**

1.18.1. The bidders may submit their duly sealed bids generally by post or by hand.

1.18.2. In the case of bids invited, the Bidders shall seal the original in inner envelopes, duly marking the envelopes as "original". The envelopes shall then be sealed in an outer envelope.

1.18.3. The main envelope (original) which will contain both the bids should be super scribed with our tender Enquiry No. JNC/PUR/PI2-111/COMPLAB/22-23/54/WO dated 13.10.2022 due on



**4<sup>th</sup> November 2022** and to be submitted to the address given below so as to reach on or before **3.00 P.M. (IST)**.

**The Senior Stores & Purchase Officer  
Jawaharlal Nehru Centre for Advanced Scientific Research  
Jakkur Post  
BENGALURU – 560064.**

The envelopes must be super-scribed with the following information:

a)	Tender Reference Number
b)	Due Date
c)	Name of the Vendor

**Envelope No. 1 : Shall contain “Technical Bid” and Bid Security Declaration, etc. as per Clause 1.9.1 (a –f).**

The technical offer **should not contain any price information**. Price information, if found in the Technical Bid, such bid will be rejected.

The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets, etc. should be submitted in loose form. Please indicate page nos. on your quotation e.g. if the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----  
---25/25.

The Technical Offer should comprise of the following:

a)	Tenders, which are submitted without following the two-bid offer system, will summarily be rejected.
b)	The technical bid should contain commercial terms with reference to the tender
c)	The technical offer should be complete to indicate that all services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. <b>Unsigned Tenders will be rejected.</b> Failure to comply with this requirement may result in the bid being rejected
d)	Bid Security declaration should be part of the technical bid.
e)	Documentary evidence showing the Vendors qualification (vendor's criteria) to be submitted with this cover.

**Envelope No. 2: Shall contain “Commercial Bid” with individual prices of all items.**

- 1.18.4. The inner and outer envelopes shall be addressed to the Purchaser indicated in the Special Conditions of Contract (SCC).
- 1.18.5. If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening of the submitted bid. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Sr. Stores & Purchase Officer before expiry of the due date and time of opening of the bids.
- 1.18.6. Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the Tender opening Committee without disclosing the price.





### 1.19 Due date for Submission of Bids

- 1.19.1. Bids must be received by the Purchaser at the address specified in SCC not later than the time and date specified in tender. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 1.19.2. The Purchaser may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

### 1.20 Late Bids

- 1.20.1. Any bid received by the Purchaser after the due date for submission of bids prescribed by the Purchaser will be rejected.
- 1.20.2. Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

### 1.21 Withdrawal, substitution and Modification of Bids

- 1.21.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with **ITB Clause 1.18** duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.17.4** (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a)	Submitted in accordance with <b>ITB Clauses 1.17 and 1.18</b> (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and
(b)	Received by the Purchaser prior to the due date prescribed for submission of bids, in accordance with <b>ITB Clause 1.19</b> .

- 1.21.2. Bids requested to be withdrawn in accordance with **ITB Clause 1.21.1** shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

## **E. Opening and Evaluation of Bids**

### 1.22 Opening of Bids by the Purchaser

- 1.22.1. The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in Invitation for Bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the



Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In case of two-bid, the financial bid shall be opened only after technical evaluation.

- 1.22.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 1.22.3. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedule form would however be announced only at the time of opening of Priced-bids in the case of two-bid system.
- 1.22.4. Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 1.22.5. Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the Purchaser at the time of bid opening

### **1.23 Confidentiality**

- 1.23.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 1.23.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

### **1.24 Clarification of Bids**

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

### **1.25 Preliminary Examination**

- 1.25.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.





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

- (a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and to be ignored, during the initial scrutiny :

i)	The Bid is unsigned
ii)	The Bidder is not eligible
iii)	The Bid validity is shorter than the required period
vi)	Bidder has not agreed to give the required performance security
v)	Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
vi)	The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

- (b) Bid Form and Price Schedule Form, in accordance with **ITB Clause 1.10**. In case of two-bid system these forms shall be examined after opening of the price bids of the technically qualified bidders.

## 1.26 Responsiveness of Bids

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

(a)	affects in any substantial way the scope, quality, or performance of the Services specified in the Contract;
<b>OR</b>	
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract;
<b>OR</b>	
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

## 1.27 Non-Conformity, Error and Omission

- 1.27.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.





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

1.27.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

## **1.28 Examination of Terms & Conditions, Technical Evaluation**

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

1.28.2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause 1.14**, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.28.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

## **1.30 Evaluation and comparison of bids**

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

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

1.30.3. The bids shall be evaluated on the basis of final landing cost.

## **1.31 Comparison of Bids**

1.31.1. The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with **ITB Clause 1.30**.



### **1.32 Contacting the Purchaser**

- 1.32.1. Subject to **ITB Clause 1.24**, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.32.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

### **1.33 Post qualification**

- 1.33.1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.13**.
- 1.33.2. The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.33.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

## **F. Award of contract**

### **1.34 Negotiations**

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

### **1.35 Award Criteria**

- 1.35.1. Subject to **ITB Clause 1.37**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

### **1.36 Purchaser's right to vary Quantities at Time of Award**

- 1.36.1. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the Purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

### **1.37 Purchaser's right to accept any Bid and to reject any or All Bids**





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

### **1.38 Notification of Award**

- 1.38.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.38.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

### **1.39 Signing of Contract**

- 1.39.1. Promptly after notification, the Purchaser shall send the successful Bidder the Agreement.
- 1.39.2. Within twenty-one (21) days of date of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

### **1.40 Order Acceptance**

- 1.40.1. The successful bidder should submit Order Acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant.
- 1.40.2. The order acceptance must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of Order Acceptance and submission of Performance Security (PS). Even after extension of time, if the Order Acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

### **1.41 Performance Security**

- 1.41.1. Within 21 days of receipt of the notification of award / PO, the Supplier shall furnish performance security of **3%** of Purchase Order value in the amount specified in SCC, valid till 60 days from the date of completion of the project. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.
- 1.41.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.



1.41.3. The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

1.41.4. The Performance security shall be in one of the following forms:

(a)	A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India or a Foreign Bank with preferably its operating branch in India in the form provided in the bidding documents.
	<b>OR</b>
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser

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

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

1.41.7. Whenever the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post 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.



## CONDITIONS OF CONTRACT

### A. GENERAL CONDITIONS OF CONTRACT

Clause No.	Contents
2.1	Definitions
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**Note: The General Conditions of Contract shall form the part of purchase order / contract.**





## **A. GENERAL CONDITIONS OF CONTRACT**

### **2.1 Definitions**

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

<b>Sr. No.</b>	<b>Words / Expressions</b>	<b>Meaning</b>
(a)	Contract	The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	All of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract
(h)	Related Services	The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Supplier	The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l)	Purchaser	Jawaharlal Nehru Centre for Advanced Scientific Research as specified in SCC
(m)	The final destination	The place named in the SCC.

### **2.2 Contract Documents**

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



## 2.3 Fraud and Corruption

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

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

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

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

## 2.4 Joint Venture, Consortium or Association/Amalgamation/Acquisition etc.

2.4.1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 2.4.2 Amalgamation/Acquisition etc.:

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

## 2.5 Scope of Supply

2.5.1. The Services to be provided shall be as specified in the Schedule of Requirements.

## 2.6 Suppliers' Responsibilities

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





## **2.7 Contract price**

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

## **2.8 Copy Right**

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

## **2.9 Application**

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

## **2.10 Standards**

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

## **2.11 Use of Contract Documents and Information**

- 2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **2.12 Patent Indemnity**

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



(a)	the installation of the Goods by the Supplier or the use of the Goods in India <b>AND</b>
(b)	the sale in any country of the products produced by the Goods

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

### 2.13 **Performance Security (PS)**

- 2.13.1 Within **21 days** of receipt of the notification of award of Contract / Purchase Order, the Supplier shall furnish Performance Security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.
- 2.13.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 2.13.4 In case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer / bidder.
- 2.13.5 The Performance Security shall be in one of the following forms:

(a)	A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. <b>OR</b>
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser.

- 2.13.6 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 2.13.8. The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time,





if the Order Acceptance/PS is not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

## **2.14 Documents**

2.14.1 As per Annexure – K

## **2.15 Incidental Services**

The supplier may be required to provide any or all of the services, including training, if any.

## **2.16 Terms of Payment**

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

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

2.16.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.

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

## **2.17 Change Orders and Contract Amendments**

2.17.1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

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

2.17.3 **E-Payment:** All payments, JNCASR prefers to make Electronic Transfers through Canara Bank, IISc Branch, Bangalore in case of indigenous item.

## **2.18 Assignment**

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

## **2.19 Subcontracts**





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

## **2.20 Extension of time**

- 2.20.1. Performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 2.20.2. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 2.20.3. Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

## **2.21 Penalty clause**

- 2.21.1. Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

## **2.22 Termination for Default**

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

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

- 2.22.2. In the event the Purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

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

## 2.23 Force Majeure

- 2.23.1. Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and termination for default, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.23.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.23.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.23.4. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

## 2.24 Termination for Insolvency

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

## 2.25 Termination for Convenience

- 2.25.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.25.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

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

2.26.2. 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 may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .

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

(a)	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 & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the President, JNCASR and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
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2.26.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.26.5. Notwithstanding any reference to arbitration herein,

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

## 2.27. Governing Language

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

## 2.28. Applicable Law / Jurisdiction

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

## 2.29. Notices



*[Handwritten signature]*

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

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

## **2.30. TAXES AND DUTIES**

2.30.1. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its work completion.

2.30.2. 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.

2.30.3. All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.

2.30.4. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period in case AMC is awarded

2.30.5. Mention the charges for comprehensive maintenance contract separately in Commercial bid (for post warranty period).

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





### 3. Bidders - Eligibility and Preferential Policies

#### 3.1 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

#### 3.2 Eligibility Criteria for Participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

#### 3.3 Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

- 1) Any bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India<sup>1</sup>, excluding countries as listed on the website of the Ministry of External Affairs<sup>2</sup>, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered<sup>3</sup> with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1 - bid Form.
- 2) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
- 3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
- 4) "Bidder from such Restricted Countries" 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/ joint venture where any member falls under any of the above

5) The beneficial owner shall mean:

- (a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

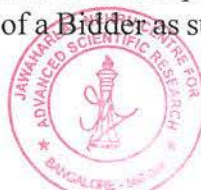
*Explanation-*

- (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.
- (ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- (b) In the 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 persons, has ownership of entitlement to more than fifteen percent of capital or profits.
- (c) 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;
- (d) 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.
- (e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

### **3.4 Conflict of Interest.**

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa)





in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who:  
(i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

### **3.5 Regulation of Indian Agents/ Associates of Foreign Principals**

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations in Form 1.4 – Declarations by Agents/ Associates of Foreign Principals:

- 1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
- 3) The Bidder/ Foreign Principal must commit to submitting after the Financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
- 4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
- 5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

### **4. Purchase Preference Policies of the Government**

Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- 1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/or





- 4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the TIS/ ITB/ AITB

#### 4.1 Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

##### 4.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

- 1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.
- 2) 'Class-II local Supplier' with local content equal to or more than that prescribed in TIS or 20% if not prescribed, but less than that applicable for Class-I local Supplier.
- 3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

##### 4.1.2 Eligibility Restrictions based on Reciprocity.

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

##### 4.1.3 Eligibility to participate

- 1) **Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions. This threshold shall be declared in TIS and/ or Section VI: Schedule of Requirements
- 2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

##### 4.1.4 Thresholds

- 1) Following thresholds shall be declared in the Tender Document.
  - (a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
  - (b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.
  - (c) **The margin of purchase preference:** The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.
- 2) If not so declared, the default threshold shall be as follows:
  - (a) Local content for eligibility for Class-I: Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.





- (b) Minimum local content for eligibility to participate shall be 50%,
- (c) The margin of purchase preference shall be 20%

#### 4.1.5 Purchase preference to Class-I local Suppliers

- 1) For goods and works where the Goods are divisible by nature:
  - (a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.
  - (b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 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 L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.
- 2) For goods and works where the Goods are not divisible, and in the procurement of services where the bid is evaluated on price alone:
  - (a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
  - (b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
  - (c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.
- 3) Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:
  - (a) If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.
  - (b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers' / 'Non-local Suppliers' provided that their quoted rate falls within the





margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

#### **4.1.6 Verification of local content and violations:**

- 1) The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the 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.
- 2) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
- 3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.
- 4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

#### **4.1.7 Manufacture under license/ technology collaboration agreements with phased indigenization**

- 1) If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.
- 2) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

#### **4.1.8 Information to be provided by Bidders regarding Make in India policy**

Bidder shall provide required self-declaration as detailed in Form 1.2 – Eligibility Declarations:

- 1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.
- 2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.





- 3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

#### **4.2 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)**

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

##### **4.2.1 Registration of MSEs**

- 1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
- 2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
  - (a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs
  - (b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
  - (c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

##### **4.2.2 Support to MSEs**

- a) Tender sets shall be provided free of cost to MSEs.
- b) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

##### **4.2.3 Reservation of specific items for procurement**

If so stipulated in Tender Information Summary (TIS Appendix to NIT), this procurement is reserved as per the Public Procurement Policy for the Micro and Small Enterprises Order, 2012, for exclusive purchase from Micro and Small Enterprises (MSEs) registered with agencies, as mentioned in clause 4.2.3 below. In such a case, only such MSEs shall be eligible to submit a bid and be considered.

##### **4.2.4 Purchase Preference to MSEs**

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

#### **4.3 Support to Start-up Enterprises**

##### **4.3.1 Definition of Start-up Enterprises**

- 1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
  - (a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and





- (b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
  - (c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
  - 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

#### 4.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)
- 2) **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

### 5. The Goods, Eligible Goods and Basis of Evaluation

#### 5.1 Eligible Goods –Origin and Minimum Local Content

Unless otherwise stipulated in the Tender Document, all 'Goods' and 'incidental Works/ Service' to be supplied under the contract must conform to i) restrictions on certain countries with land-borders with India (ITB-clause 3.3; ii) minimum local content (Make in India Policy – ITB-clause 4.1). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Goods must not circumvent the provisions relating to such benefits.

#### 5.2 Basis of Evaluation for Schedules/ packages

- 1) Unless otherwise stipulated in the TIS/ AITB, if there is more than one schedule/ package in Section VI: Schedule of Requirements, evaluation of financial ranking of bids shall be done separately for each schedule, and Bidder has the option to submit its quotation for any one or more schedules/ packages and, also, to offer special discount for combined schedules. However, Bidder shall quote for the complete Goods as stipulated in a schedule quoted.
- 2) Unless otherwise stipulated in the TIS/ AITB, if there is only a list of items without grouping into schedules, evaluation of financial ranking of bids shall be done for each item separately, and Bidder has the option to submit its quotation for any one or more items and, also, to offer special discount for combined items. However, Bidder shall quote for all the destinations included in an item quoted.
- 3) Unless otherwise stipulated in the TIS/ AITB, if there is only one item in the Goods with several destinations, evaluation of financial ranking of bids shall be done separately for each destination included in that item separately, and Bidder has the option to submit its quotation for any one or more destinations and, also, to offer special discounts for all destinations.





## B. SPECIAL CONDITIONS OF CONTRACT (SCC)

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

GCC Clause	Special Condition of Contract (SCC)																
GCC 2.1.1(l)	<b>The Purchaser is:</b> Jawaharlal Nehru Centre for Advanced Scientific Research Jakkur Post, Bengaluru – 560064 Karnataka-India																
GCC 2.1.1(m)	<b>Campus where service to be rendered:</b> Jawaharlal Nehru Centre for Advanced Scientific Research Jakkur Post, Bengaluru – 560064 Karnataka-India																
GCC 2.13.1	<b>Performance Security</b> The amount of the <b>Performance Security shall be 3% of the contract value</b> , should be valid during the period of contract. This Security should be submitted within 15 days from the date of award of the contract.																
GCC 2.21.1	<b>Payment Details:</b> The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Quarterly payment after satisfactory services																
GCC 2.27.1	<b>Liquidated Damages / Penalty Clause</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">(a)</td><td>As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD and also LD clause will be applicable /enforced</td></tr> <tr> <td style="text-align: center;">(b)</td><td>If the supplier fails to perform the service as per specifications mentioned in the order within the due date, the Supplier is liable to pay <b>liquidated damages of 0.5%</b> of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier</td></tr> <tr> <td style="text-align: center;">(c)</td><td>JNCASR reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit</td></tr> <tr> <td style="text-align: center;">(d)</td><td>The <b>maximum</b> amount of <b>penalty</b> shall be 10%.</td></tr> <tr> <td style="text-align: center;">(e)</td><td>The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.</td></tr> <tr> <td></td><td>Period of contract: THREE years from the date of commission. This can be terminated by giving 3 months Notice by either party. After 3 years of Contract period, the same would be reviewed as per the norms of JNCASR.</td></tr> <tr> <td></td><td>Payment for all the licenses which are delivered / installed will be made within 30 days from the date of commission and certification by the End Users / JNCASR.</td></tr> <tr> <td></td><td>Delivery / commission period: 45 days from the date of award of contract.</td></tr> </table>	(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD and also LD clause will be applicable /enforced	(b)	If the supplier fails to perform the service as per specifications mentioned in the order within the due date, the Supplier is liable to pay <b>liquidated damages of 0.5%</b> of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier	(c)	JNCASR reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit	(d)	The <b>maximum</b> amount of <b>penalty</b> shall be 10%.	(e)	The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.		Period of contract: THREE years from the date of commission. This can be terminated by giving 3 months Notice by either party. After 3 years of Contract period, the same would be reviewed as per the norms of JNCASR.		Payment for all the licenses which are delivered / installed will be made within 30 days from the date of commission and certification by the End Users / JNCASR.		Delivery / commission period: 45 days from the date of award of contract.
(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD and also LD clause will be applicable /enforced																
(b)	If the supplier fails to perform the service as per specifications mentioned in the order within the due date, the Supplier is liable to pay <b>liquidated damages of 0.5%</b> of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier																
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(e)	The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.																
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	Payment for all the licenses which are delivered / installed will be made within 30 days from the date of commission and certification by the End Users / JNCASR.																
	Delivery / commission period: 45 days from the date of award of contract.																
GCC 2.34.1	<b>Applicable Law / Jurisdiction:</b> The <b>place of jurisdiction is Bengaluru, India.</b>																
GCC 2.35.1	<b>Notices:</b> For notices, the Purchaser's address is The President Jawaharlal Nehru Centre for Advanced Scientific Research Jakkur Post, Bengaluru – 560064 Karnataka-India																

To be filled by the bidder and enclosed with the Technical Bid.



*[Handwritten signature]*

### SCHEDULE OF REQUIREMENT

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

#### A) Delivery Schedule:

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

Period of delivery shall start from : \_\_\_\_\_

Place : \_\_\_\_\_

Signature of the Bidder: \_\_\_\_\_

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





## ANNEXURE – K

### Technical Specification for 450 Mbps RF Leased Line Internet Connectivity

Technical Specification for 450 RF (1:1) Lease Line connectivity		Compliance Status
Services	Required	Yes/No
Type of Service	Internet RF Lease Line (1:1)	
Types of Service Providers	Class A	
Bandwidth Capacity (In Mbps)	450 Mbps	
DDoS With Internet Lease Line Services	450Mbps	
license of the Lease Line (ILL):	Unified	
Latency Within India	≤70 ms	
Latency Outside India	≤325 ms	
Packet Drop (In Percentage) :	≤ 1.0%	
Type Of Media	RF	
Link Type (Manageability) :	Managed	
Static IP's Required ipv4 & ipv6 (For RF ILL Static IP Required)	32 Nos	
Ring connectivity through different hub locations	Yes	
24/7 NOC proactive Monitoring support and provide immediate notification about any network failure to customers through mail/phone	Yes	
Customer Support portal to raise Ticket & monitor network graph	Yes	
Router/RF & Networking Accessories: (Cisco/Aruba/Huawei/cambium/unifi)	Provided by seller	

### Technical Scope

#### I. TECHNICAL & FUNCTIONAL REQUIREMENTS

- a) The scope of work includes supply, installation, configuration, provisioning, commissioning, management & monitoring of the proposed Internet circuit. This broadly includes the following
- b) Bidder has a 24x7-support service & registered branch in Bangalore, which will provide round-the-clock monitoring, fault reporting, and maintenance action of the Bidder Network



- c) Provisioning of Last Mile from the Service Provider's nearest two different pop to JNCASR. The last mile should be on RF Lease Line.
- d) Termination, Configuration & Commissioning of the links with a router/RF antenna's (**High spec- Cisco/Aruba/Huawei/cambium/Unifi**), and All the configuration level changes in Router, to be done for commissioning of the link will be in the Bidder scope.
- e) Sustenance services for Internet links and all equipment provided by Bidder during the entire contract period.
- f) bidders shall provide the rack to house the all indoor/outdoor equipment, if required. The bidder has to do a site visit in advance and check for the space suitability for housing the rack. Rack may have to be shipped in knocked down format and assembled again in Switch/Server room
- g) The Service Provider shall provide 24x7 service supports for call logging and fault rectification for the Internet circuit which means support for the physical link as well as associated hardware supplied to make the circuit functional. The escalation matrix shall be provided by Bidder
- h) IPv6 Compliance: The network should be fully IPv6 compliant. It should be possible to run both IPv4 & IPv6 concurrently on the network i.e. Dual Stack. Internet IP Addresses for both IPV4 (32 usable IPs) & IPV6 (32 usable IPs) are to be provided
- i) The bidder must provide IP ADDRESSES and Reverse DNS entries.
- j) The Service Provider shall provide JNCASR with 32 nos. globally valid IPv4 Addresses and 32 nos. globally valid IPV6 Addresses from its pool.
- k) All IPs provided by Bidder shall have Reverse DNS entries enabled from day one so that any Mail Servers being implemented with Bidder's IP shall have Reverse DNS entry so that other servers on Internet do not reject Mails from these servers for lack of DNS entry
- l) Network Management & Support: The Service Provider shall do proactive monitoring and fault management of the network on an End-to-End basis remotely from its own Network Operations Centre (NOC) and provide the report through standard MRTG reports available through Web access or some other online means
- m) Internet Service Provider has to perform periodic maintenance of equipment provided to the customer.
- n) Internet Service Provider has to provide static public Ip's from the dedicated whitelisted subnet
- o) Supply, Installation, and configuration of end equipment like fiber circuits, Indoor/outdoor, etc.
- p) Contract period should be for an initial period of ONE year which can be extended for further period of 2 more years based on the performance of the vendor.
- q) JNCASR reserves right to cancel the contract any time, if the services of the Vendor are





not satisfactory by giving one month's notice period.

- r) RF should be provided to Jawaharlal Nehru Centre for Advanced Scientific Research, Jakkur Post, Bangalore 560064.

## II. INSTALLATION

- a) The Bidder shall carry out total installation work as per the requirements of the complete project.
- b) Necessary power and communication cables for complete H/W installation including interfacing cables required for inter-connection of different equipment supplied by Bidder are in the scope of Bidder and shall be supplied at no extra cost.
- c) The installation work shall be carried out in a neat workman-like manner by skilled, experienced and competent workmen.
- d) All skilled & unskilled labor, materials, equipment, instruments, hardware, tools, consumables, fasteners, accessories, etc. whether specifically mentioned or not in the specification but required for complete installation and testing in all respects will be in the scope of the Bidder and no extra cost shall be paid for the same.

## III. INTERFACE EQUIPMENT

- A. Rack for housing fiber/RF circuit and associated equipment like modem, battery, etc. and Router, if required. The Rack shall be installed in the Switch/Server room at JNCASR. Bidder to visit the site to ascertain the requirement for this.
- B. Bidder should specify any other equipment (if required) for interfacing. It shall be the Bidder's responsibility to configure and demonstrate the total solution so that it performs satisfactorily.
- C. It shall be successful Bidder's responsibility to interface the circuit with existing available device.

## IV. ACCEPTANCE TEST PROCEDURE (ATP):

- a. ATP shall be conducted by the Service Provider to establish that the connectivity and all hardware and software has been supplied by the Bidder strictly as per the specifications and is in perfect working conditions.
- b. Once the system is fully installed (as per technical & functional requirements) and is made operational, its operation and performance would be observed for a duration of two continuous working days. The ATP would start on a mutually agreed date and time after the preliminary observation of two days.
- c. At least one representative of the Service Provider shall be present during the entire ATP, if required. Bidder's representative should be capable of performing all tests, interpret the meaning of each diagnostic and satisfy JNCASR representative(s) with satisfactory answers.



**The following procedure would be followed during the ATP:**

- a. The complete system with all its hardware and software would be operated continuously for two continuous working days on 24 hours per day basis. Requisite requirements of IP number, reverse DNS entry, etc. shall be tested
- b. An overall availability of 99.5 % would be ensured by the Bidder during ATP for the RF Line and the interface equipment. If any equipment or the RF line is not available for more than 1 hours or if it is found at the end of ATP that its availability is less than 99.5 %, JNCASR would not accept that particular equipment or the leased line, and its ATP would restart (from zero) after making necessary rectifications/replacements. If any equipment or the RF line is not operating to its full specifications, it shall be treated as down for the purpose of computation of its availability. However, downtime shall not be counted for problems because of the equipment (H/W & S/W) from sources other than the Bidder
- c. During the physical verification, it would be established that all hardware and software have been supplied as per JNCASR technical specifications.
- d. All problems/deficiencies as pointed out by JNCASR shall be immediately attended by the Bidder.
- e. JNCASR shall issue an ATP certificate on successful completion of ATP, provided that overall availability of 99.5% has been achieved and no hardware or software problem/ deficiency reported during the ATP is pending. Further, no major hardware or software problem/deficiency which indicates that the supplied hardware/software is of poor quality and/or faulty design was detected during the ATP.

**1. Service Level Commitment Parameters**

Internet Service Provider shall constantly monitor the health of the Network. The Network Performance will be measured against the following parameters:

- ✓ Average Round Trip Delay or Latency
- ✓ Network Availability
- ✓ Packet Delivery

In case the Internet Service Provider fails to deliver the Service Levels within the definitions contained in this Agreement, the Customer shall be eligible for the Service Credit Claims against the respective Parameters.

**2. Planned Outages**

Planned preventive network maintenance may be scheduled by Internet Service Provider as below

Where possible, all planned outages will be carried out during the maintenance window between 0000hrs to 0600hrs, and Internet Service Provider will inform by Phone and email about maintenance activity to customers at least 24 hours in advance.





- In case of emergency and customer services are affected partially or fully, Internet Service Provider will evaluate the criticality and carry out maintenance to restore service immediately with prior notice.
- Customers shall allow Internet Service Provider to carry out maintenance activities as and when required. Internet Service Provider will carry out repair and maintenance activity on non-receipt of confirmation from customers and shall not be responsible for loss of service.

### 3. FORCE MAJEURE

- 3.1 Neither Party shall be liable to the other under this Agreement, for failure to perform any obligations under this Agreement, or for any loss or damage which may be suffered by the other Party due to any cause beyond the Party's reasonable control including without limitation any act of God, earthquake, flood, drought, a war, military operations, acts of terrorism or riot.
- 3.2 If the event described in clause 1. any issues continue for a period of thirty (30) days or more, either Party may give the other Party notice to terminate this Agreement.

### 4. Problems & Violation Reporting Process

All Customer Complaints have to be logged with the Internet Service Provider. contact numbers have to be given. Whenever the Customer calls up the Helpdesk, the Internet Service Provider Support person will open a Trouble Ticket immediately. Customer shall provide

- Company name
- Name and contact details of person reporting the problem, in case they are different from ones in Internet Service Provider 'S database
- Circuit ID or line reference
- Description of problem
- Results of troubleshooting tried

The problem and above details will be logged, and Trouble Ticket number issued to the Customer. This Trouble Ticket number needs to be quoted for any status on the problem. The Trouble Ticket shall be closed by Network Team upon resolution of the problem and email confirmation of same to the customer. In case, the customer is not reachable through telephone, same will be communicated via email and recorded for closing the Trouble Ticket.

The Trouble Ticket when closed is saved in database for reference purpose and for the calculation of uptime performance of the links. The same shall be used to calculate the uptime deviations if any (penalty clause). Any imposition of penalty conditions or claims would always be with reference to the Trouble Ticket number as a standard and would not be taken in to consideration if otherwise. Customer may refer to the Escalation Matrix (attached as Schedule III) in case the problem is not resolved within the prescribed timeframe.



## 5. Penalty Clause:

Internet Service Provider shall always strive to meet SLC performance levels. However, in case of any Degradation of Service at any point of time during this agreement period, Internet Service Provider would bear the penalty conditions within the scope of this agreement. Penalty applicable in case of degradation of services shall be as given in the table below. Period of Degradation of Service would include downtime for all the performance parameters

- 1:1 that for

Parameter	Service Level	Rebate (Hours) in terms of extension of service
Degradation of Service	>99.50%	1: 1
	>98.00%	1: 1.5
	Less than 97.00%	1: 2

ratio shall mean every 1 hour of Degradation of Service, as measured by Service Provider

Internet

network, Internet Service Provider will extend the service by 1 hour.

- 1:1.5 means for every 1-hour Degradation of Service, as measured by Internet Service Provider network, Internet Service Provider will extend the service by 1.5 hours.
- 1:2 would mean that for every 1-hour Degradation of Service, as measured by Internet Service Provider 'S network Internet Service Provider will extend the service by 2 hours.

## 6. Suspension of Service on Regulatory Violations

Customer shall not use capacity offered, for any illegal, immoral purpose, as finally determined by courts of competent jurisdiction in India and the user shall indemnify Internet Service Provider in respect of any liability incurred by Internet Service Provider in this respect.

### 1. Terms and Conditions:

#### 1. Network Availability

##### i. Definition

Network Availability is the percentage of the total available time to the total time under consideration for an IP Port subscribed by Customer, where total available time is the sum of the usable time for an IP Port.

##### ii. Exceptions

For the purpose of calculating Outage Time for an IP Port in this SLC, the following shall be disregarded:

- During the first Day when a new IP Port is implemented and accepted by the Customer.
- Outage Time is due to the Customer's equipment and/or the circuit that connects Customer's premises to the IP Port.
- Planned outage for which reasonable notice is given to the Customer and the Customer agrees to release the IP Port to Internet Service Provider.
- Faults reported by the Customer, but no fault is found or confirmed by Internet Service Provider.
- The periods when the Customer's staff are not available to confirm service operation after clearance of fault.
- The periods taken by the Customer to confirm working condition of the IP Port after fault





clearance by Internet Service Provider.

- g) The periods when interruptions are caused by events beyond Internet Service Provider's reasonable control - Incidents of disaster and Force Majeure.

### iii. Measurement

The Network Availability is calculated as follows:

$$\frac{(\text{Total time taken} - \text{Total outage time}) \times 100}{\text{Total time taken}}$$

The downtime is the sum of complete Outage in service availability time in minutes for an IP Port that is unable to provide the service subscribed by the Customer. During such Outage Time said IP Port is not capable of transmitting and receiving all of the Customer's IP data, considered from the time when the Customer reports a fault condition and releases said IP Port to Internet Service Provider for testing action, to the time at which Internet Service Provider returns or attempts to return said IP Port to the Customer. If during testing action, Internet Service Provider confirms that said IP Port is able to provide the Service subscribed by the Customer, this period shall not be considered as Outage Time and shall be excluded.

### iv. Service Level

Parameter	Service Level
Quarterly Network Service Availability	99.5 %

## 2. Average Round Trip Delay (or Latency)

### i. Definition

The "Average Round Trip Delay (or Latency) " shall mean the average time (in milliseconds) for a 32 byte diagnostic packet to transit from Internet Service Provider Gateway Router to Peering Router at the Foreign end and return within the Backbone Network.

### ii. Exceptions

Average Round Trip Delay (or Latency) does not include delays caused by:

- Delays in transit occurring in the local loop circuit between a Internet Service Provider Router and the Customer's site (as the delay varies with the physical distance and the line access speed);  
or
- Any equipment used to interconnect the local loop circuit to the Customer's site or Internet Service Provider Router

### iii. Measurement

Specially generated delay measurement packets are used by Internet Service Provider to measure Backbone Network Transit Delay. The measurement frequency is fifteen (15)



minutes. The measured data from the Gateway Router is collected by Internet Service Provider Network Management System.

**iv. Service Level**

**For Dedicated Internet Bandwidth**

Parameter	Service Level
Average Round Trip Delay (or Latency) to U.S.A.	Maximum of 325ms

**3. Packet Delivery**

**i. Definition**

The “Average Backbone Network Packet Delivery” shall mean the average successful packet delivery from Internet Service Provider Gateway Router to Peering Router at the foreign end.

**ii. Exceptions**

Internet Service Provider shall not be responsible for packet loss due to congestion on the Customer access link.

**iii. Measurement**

Internet Service Provider will use ICMP Ping utility to measure delivery of packets. Delivery of packets will be calculated from Internet Service Provider gateway router at connecting pop to router at foreign end. Testing would be done with sample size of 20000 packets of 32 bytes each. Successful echo reply from foreign end will be treated as successful packet delivery.

**iv. Service Level**

Parameter	Service Level
Backbone Network Packet Delivery	<2%





## Support & Response Times

S. No.	Customer location	Service-Level Agreement	Critical		
			Priority 1 Priority 3	Priority 2	
1	All Pop Locations	Service hours	24 x 7	24 x 7	24 x 7
		Response Time	≤ 30 min	≤ 30 min	≤ 30 min
Definitions:					
1.	<b>Response Time:</b> The time within which Bidder guarantees to start the Remote troubleshooting in the event of problem(s) in customer network and the TAC being logged in.				
2.	Priority				
	Priority 1:	The entire network is down affecting all users			
	Priority 2:	part of the network is experiencing problems affecting only limited users			
	Priority 3:	The problem has minimal impact on day-to-day work. Troubleshooting scheduled on a manually agreed timeframe			



**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 on the letter head of the firm]

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

Tender No : [insert number from Invitation for bids]

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of 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.	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]
07.	Attached are copies of original documents of:  Articles of Incorporation or Registration of firm named in 1, above.

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

Name \_\_\_\_\_

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





BID SECURITY FORM

Whereas \_\_\_\_\_  
 (hereinafter called the tenderer) has submitted their offer dated \_\_\_\_\_  
 \_\_\_\_\_ the supply of \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter called the tender)

Against the Purchaser's Tender No. \_\_\_\_\_  
 KNOW ALL MEN by these presents that WE \_\_\_\_\_  
 of \_\_\_\_\_ having our  
 registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_  
 (hereinafter called the "Purchaser") In the sum of \_\_\_\_\_

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

## THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(3)	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(4)	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 and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
 (Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Branch

**Note:** Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (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.



*[Handwritten signature]*

**PART – II**  
**(Refer Clause 1.25 of Tender Document)**

Sl. No.	TENDER REQUIREMENT	COMPLIAN CE	Document Submitted
1	Bid is Signed	Yes / No	Yes / NA
2	Bid Validity (90 days)	Yes / No Bid valid up to	Yes / NA
3	Agree to submit Performance Security 3% of PO Value as per Clause 2.12.1	Yes / No	Yes / NA
4	Bidder Information Form enclosed as per Annexure – A	Yes / No	Yes / NA
5	Bid Security Declaration as per Annexure – G	Yes / No	Yes NA

The Bidder should submit other documents such as fulfillment of financial qualification criteria, Schedule of Requirement and various forms as specified.





**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 "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 Bank and address of the Branch

**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.



A handwritten signature in blue ink, appearing to be "V. S. Srinivasan", written over a horizontal line.

**INDEMNITY BOND**

No. -----

Date:-----

***1) Amalgamation/Acquisition***

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the President, Jawaharlal Nehru Centre for Advanced Scientific Research, Bengaluru to fulfill the contractual obligations as per the terms of the JNCASR Global Tender and quotation of M/s. -----No. ----- dated-----and Jawaharlal Nehru Centre for Advanced Scientific Research P.O. No.-----dated -----. The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

***2) Joint Venture, Consortium or Association***

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the JNCASR for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the JNCASR.

***3) Patent Indemnity***

The Supplier shall, subject to JNCASR's compliance and indemnify and hold JNCASR and its employees and officers harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which JNCASR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. -----  
Principal Supplier.

For M/s. -----  
Indian Agent.



*[Handwritten signature]*



**ANNEXURE - G**

**FORMAT FOR BID SECURITY DECLARATION (on your letter head)**

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

Bid No: [.....]

We, the undersigned, declare that: we understand that, according to your tender conditions, bids must be supported by a Bid-Security Declaration. We accept that we will automatically be suspended from being eligible for bidding in any future tenders of JNCASR for the period of time of 3 years starting from December 2020. If we are in breach of our obligation(s) under the bid conditions, because we: (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or (b) having been notified of the acceptance of our Bid by JNCASR during the period of bid validity, (c) modify or change technical specifications of our bid (d) fail or refuse to execute the Contract, if required, or (d) fail or refuse to furnish the Performance Security, in accordance with tender condition.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days tiller the expiration of 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 and on behalf of:

[insert complete name of Bidder] dated on ..... Day of ..... year.....  
[insert date of signing] Corporate Seal (where appropriate)

[Note: In case of Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid].



**ANNEXURE - F**

**Price Bid Format**

Part Name (1 to 10) (as mentioned in the Technical bid)	Item Description	Qty	Unit Price	Total Price

*che*

