



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

Phone - 0712- 2249758 Email: pmpddivision@neeri.res.in

Enquiry No. [PMPD/S&T/GST/2021-22/01](#)

Date: 02.07.2021

Last Date and time for submission of E-Bids: 16.07.2021 (upto 03.00PM)

Date and time for opening of Bid: 19.07.2021 (03.00PM)

निमंत्रण निविदा दस्तावेज / BID INVITATION DOCUMENTS

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

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

1	Description / Tender Details for Services	Hiring Services of Chartered Accountant / Chartered Accountant Firm for GST related activities of CSIR-NEERI for the year 2021-22 (Detailed Scope of Work as per Chapter 4)
2	Type of Bid – <u>Limited Tender</u>	Single Bid System (Technical and Price Bid as per BOQ-together) Technical Bid and <u>Financial Bid as per Chapter 5</u> together

3	Bid Security / Earnest Money Deposit (EMD)	<p>Submit Bid-Securing Declaration in Annexure III</p> <p><u>OR</u></p> <p>in lieu of the above, Bidder can submit EMD of Rs. 20,000/- (a D.D./BD/B.G. refer Form for Bid Security format Annexure II)</p> <p>* Bid Security (EMD) is Exempted to firms registered with NSIC / as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department .</p> <p>Copy of <u>Valid Certificate for the item tendered must be enclosed along with Bid Securing Declaration for availing EMD exemption</u></p> <p>*The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them.</p>
4	Performance Security	03 % of Work Order value.

- इच्छुक बोलीदाता वैज्ञानिक एवम प्रमुख , पी एम पी डीविजन , सी एस आय आर-नीरी,नागपुर के कार्यालय से विस्तृत जानकारी प्राप्त कर सकते हैं। Interested Bidders can obtain further information from the office of the Scientist & Head, Project Monitoring & Planning Division, **CSIR-NEERI, Nehru Marg, Nagpur 440 020. Ph 0712-2249758**
- जैसाकि ऊपर विनिर्देशन किया गया है, सभी बोलियों के साथ बोली प्रतिभूति संलग्न की जानी चाहिए और उन्हें उपर्युक्त तारीख को उपर्युक्त समय पर उपर्युक्त कार्यालय को सौंपा जाना चाहिए। बोलियां बोलीदाताओं के उन प्रतिनिधियों की मौजूदगी में खोली जाएंगी, जो विनिर्देशित तारीख को और विनिर्देशित समय पर उपस्थित होंगे। यदि बोलियां प्राप्त करने और बोलियां खोलने की विनिर्देशित तारीख को खरीदार के कार्यालय में कोई अवकाश का दिन होगा, तो बोलियां प्रस्तुत करने और बोलियां खोलने की नियत तारीख, निर्धारित समय पर, अगला कार्यदिवस होगी। All bids along with the stipulated Bid Security (**To be submitted in form of a DD issued by a scheduled bank /nationalized Bank in favour of the Director, CSIR-NEERI, Nagpur payable at Nagpur or through a Bank Guarantee issued by a scheduled bank/nationalized bank in India as per Form attached to this document**) must be delivered to this office at the date and time indicated above. Bids so received will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.
- निदेशक, नीरी,नागपुर,भारत को यह अधिकार है कि वह, कोई कारण बताए बिना, किसी या सभी निविदाओं को अंशतः या पूर्णतः स्वीकार कर सकता है, या उसके/उनके क्रम को भंग कर सकता है। The Director, NEERI, Nagpur, India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons thereof.
- E-bids are invited through the electronic tendering process and tender document can be downloaded from the e-tender portal of Govt. of India www.etenders.gov.in free of cost. Please note that the submission of e-bids will be only through e -portal www.etenders.gov.in.**

Note : 1) Please note that the submission of bid shall be presumed that the bidder have gone through, read out & understood the tender in total and there is no further query / doubt in the particular tendering process.

2) **All correspondence may be addressed to Director, CSIR-NEERI,NAGPUR only.**

TERMS & CONDITIONS:-

1.	The acceptance of the quotation will rest with the competent authority of Director, CSIR-NEERI, NAGPUR 440 020, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
2.	Price quoted should be net and valid for a minimum period of 90 days from the date of opening of the quotation.
3.	Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure. It may be noted that Conditional tenders shall not be considered.
4.	The bidder must submit the applicable Price Schedule as per BOQ (Price Bid).
5.	In cases of agents quoting on behalf of their foreign service providers, one agent cannot represent two service providers or quote on their behalf in a particular tender enquiry. One service provider can authorize only one agent/dealer. There can be only one bid from the following:- 1. The foreign service provider directly or through one Indian agent on his behalf; or 2. Indian/foreign agent on behalf of only one principal service provider.
6.	Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. Agency commission payable to the Indian Agent should be clearly indicated. The Agency commission would be payable only in Indian Rupees after acceptance.
7.	This lab/Institute is registered with the Department of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14 th November, 2017 and similar State Tax (Rate) notifications.
8.	The mode of dispatch/transportation of the items must be by <u>Air/Road (In case of Import) and Road (For Local Supply within India) only. . in case of supply of goods.</u>
9.	Work Completion period required should be invariably specified in the quotation. The offered work completion period shall have to be strictly adhered to in case an order is placed.
10.	Liquidated Damages Clause for delays in completion of work after period mentioned in Tender Enquiry: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price
11.	If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
12.	TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc. Kindly furnish your PAN & GST Number etc. in your quotation for our records.

13.	Payment Term : As per Chapter 3 . Please inform your Bank details for RTGS payment.
14.	All disputes shall be settled in the courts of NAGPUR, MAHARASHTRA Jurisdiction only.
15.	<p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>(a) <i>In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings.</i> All such cases shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for final decision.</p> <p>(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.</p> <p>All the above instructions and our standard terms and conditions for Tender Enquiry as per link https://www.neeri.res.in/file_homes/79204452_STD.pdf must be complied, failing which your offer may be liable for rejection.</p>
16.	<p>Bids shall be submitted online only at CPPP website: https://etenders.gov.in/eprocure/app for both technical and financial bid.</p> <p>Manual bids shall not be accepted.</p>

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

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	02.07.2021 06.00PM
2.	Document Download Start Date & Time	02.07.2021 06.00PM
3.	Bid Submission Start Date & time	02.07.2021 06.00PM
4.	Bid Submission End Date & Time	16.07.2021 03.00PM
5.	Bid Opening Date & Time	19.07.2021 03.00PM

INDEX

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

PROCUREMENT PLANNING

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

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

CHAPTER 3

Schedule of Requirements

1	Description of Services	(As on page one & Scope of Work details as per Chapter 4)
2	Period required for completion of Work as per Tender Enquiry	Service provider has to start the services within one week from the date of receipt of Work Order, the Work Order shall be valid till 31.03.2022
3.	Performance Security (DD/ PBG/FDR)	The successful bidder shall be required to furnish a Performance Security of 3% of the value of contract to be submitted within 21 days of receipt of Award Letter in the form of an Account Payee Demand Draft / Performance Bank Guarantee / Fixed Deposit Receipt from a Nationalised / Scheduled Bank in India in favour of Director, CSIR-NEERI, Nagpur. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the Service Provider accordingly.
4.	Final Destination for work	CSIR-NEERI, NAGPUR 440 020
5.	<u>Payment Term:- Payment shall be made on Quarterly basis after completion of the services on each quarter after submission of invoice by the service provider and duly certified by the End User and against submission of applicable Performance Security.</u>	

Chapter 4

SCOPE OF WORK

“Hiring of Services of Chartered Accountant/ Chartered Accountant Firm for GST related activities at CSIR-NEERI for the Financial Year 2021-22 (July/October 2021 to March 2022)”

CSIR-NEERI invites sealed offers for hiring services of a Chartered Accountant/ Chartered Accountant Firm. The firm will have to provide services to CSIR-NEERI. Its head headquarters are at Nagpur and its five Zonal Centres at Chennai, Delhi, Hyderabad, Kolkata and Mumbai.

The detailed Scope of Work and Terms & Conditions to submit Bid is enclosed herewith.

All CSIR-NEERI Zonal Centre carries out its transactions through Headquarters located at Nagpur. Annually CSIR-NEERI generates and files 450-500 invoices and the monthly bills whom make routine payments are 450-600 bills. This includes five Zonal Centres also. All transactions are done only through Headquarters.

[I] SCOPE OF WORK:

[A] Filing of GST-TDS returns

1. To ensure compliance of timely E-filing of TDS returns for TDS deducted from contractors, GST-TDS returns along with availing GST-TDS credits.
2. Data for filing aforesaid returns will be provided by office through soft copy/hard copy as required.
3. Generation of GST-TDS Certificate or any other document mandatorily if required under the aforesaid activities.
4. Timely correction/rectification/revision in monthly returns in case of any incorrect entry or invalid/wrong GST or any other kind of error occurring in the returns filed. Service provider has to resolve the issue satisfactorily.
5. Appearing before the GST Authorities, if required, on case to case basis and providing assistance to file reply on GST matters as and when required.
6. The firm will suggest regarding maintenance of books/ ledgers required for GST Returns /TDS matters.

[B] Filing of GST Returns

7. To file online monthly and annual GST returns of the Institute or any other return as required by GST authorities from time to time.
8. Handling the Input Tax Credit (ITC) and ensuring proper maintenance of ITC register.
- 9 . Visit of Chartered Accountant to the Institute once a month and whenever required to guide on GST related matters leading to full compliance of all the rules and regulations of GST Laws and its implementation from time to time.
10. Training to the CSIR-NEERI staff on GST matters.
11. Assistance in updating GST related portals including e-invoice, if required, portal and their related issues as required from time to time.
12. **Selected firm has to provide one manpower for period of contract period for half a day on daily (working day basis) at CSIR-NEERI for maintaining records in GST matters including GST-TDS.**
13. Assistance in identification of invoices (inward) which are not eligible for ITC.

[II] Eligibility Criteria:

As per Chapter – 6

[III] Other Terms of Conditions

- (e) Payment will be released on quarterly basis. IT/TDS as per rule would be deducted from the payment, as applicable.
- (f) In case visits out side Nagpur for the work related to CSIR-NEERI following charges can be reimburse :-
CSIR-NEERI will reimburse “Out of pocket expenses on actual basis” as per the following:-
 - [i] **AC 3-Tier Rail Fare** by shortest route for travel on tour.
 - [ii] Daily Stay Allowance up to **Rs. 2,250** (Lodging per night) and **Rs. 900 per day** towards daily expenses. Service provider has to submit Bill along with Original copy of all Ticket/receipts for expenses made.
- (g) An undertaking to the effect that the Agency/ Company / Firm is not blacklisted by any CSIR Laboratories / Government Department / Public Sector Undertaking / Private Sector / any other agency for which the Agency / Company / Firm has executed / undertaken the work / services during the last 5 years will have to be furnished on its letterhead.
- (h) The Director, CSIR-NEERI may terminate the contract of the selected firm on account of unsatisfactory service by giving a notice of one month.

(i) The rate should be quoted on monthly basis as lumpsum for all activities mentioned in the Scope of Work.

(j) The minimum fees shall be Rs 20,000/- (twenty Thousand) per month including all taxes.

[III] SELF ATTESTED DOCUMENTS TO BE ATTACHED WITH SEAL

(1) Copy of PAN Number, GST Number.

(2) Copy of CA Registration Number / Trade Certificate for carrying out aforesaid activities.

(3) RTGS/NEFT Details of the firm.

(4) Copies of documents in support of experience, turnover and Branch / Regional / Head Office in Nagpur.

ANNEXURE - A

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

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

Date:

Signature:.....

SEAL:

Name and Designation:.....

Criteria or Grounds for Summarily Rejection of offers

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

Points on which clarifications from suppliers can be sought

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

CHAPTER 5
PRICE SCHEDULE FORM -(PRICE BID)

Kindly submit Price Bid through BOQ (E-Tender)

Certified that Total Bid price (Per Month fees) in BOQ is inclusive of GST & all other charges.

(Bidder has to quote rates/fees per month basis in BOQ , the same shall be consider for price comparison)

AND

Price Certificate

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

Signature and seal of Bidder on page

Notes:

****Statutory Deductions like TDS / IT etc., shall be deducted by the Institute as per statutory rates and norms wherever applicable.***

Signature and seal of Bidder on page

CHAPTER 6

Eligibility / Qualification Criteria

Sr.No.	Details	Bidder's Confirmation
1	The firm should have experience of providing similar GST services to Government Departments/ Autonomous Bodies etc	Copy enclosed / Complied
2	The total of the turnover of the firm for last 3 years should be more than Rs. 10 Lakhs. (Total of each year 1 st ,2 nd & 3 rd should be more than Rs 10 Lakhs)	Complied – Document Enclosed
3	The firm should have its owned Head/Regional/Branch Office in Nagpur, Maharashtra.(Proof attached)	Confirm & Complied
4	The tenderers should have valid TAN No./PAN No./GST No.	Confirmed & Complied
5	The tenderer should submit copies of its Income Tax Returns for the last three years.	Copies Enclosed & Complied
6	The firm should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI or any other regulator and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI or any other regulator.	Confirmed & Complied
7	The tenderer should submit a copy of valid certificates issued by ICAI along with quotations.	Enclosed & Complied

Confirmation on above points with Seal & Signature of quoted firm: _____

CHAPTER 7

Other Standard Forms (To be enclosed as indicated below)

Table of Contents

Sl. No.	Name	Annexure
01.	Bidder Information Form (to be enclosed with the technical bid)	I
02.	Bid Security Form (to be enclosed with the technical bid)	II
03.	Bid Securing Declaration. (to be enclosed with the technical bid) (Bid Security Declaration)	III
04.	Performance Statement Form (to be enclosed with the technical bid)	IV
05.	Technical Specification Compliance cum Deviation Statement Form (to be enclosed with the technical bid)	V
06.	Service Support Detail Form (to be enclosed with the technical bid)	VI
07.	Bid Form (to be enclosed with the priced bid)	VII
08.	Performance Security Form (to be submitted by the Technically qualified lowest bidder after receipt of award of contract).	VIII
9.	Acceptance Certificate Form (to be submitted after completion of services by successful bidder, do not submit with bid)	IX
10.	Integrity Pact (Not Applicable)	X
11.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder. (to be enclosed with the technical bid)	XI
12.	Affidavit of Self Certification regarding Local Content, If applicable (to be enclosed with the technical bid)	XII
13.	Check List (to be enclosed with the technical bid)	XIII

Bidder Information Form

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

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

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

Page 1 of _____ pages

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

Signature of Bidder _____
Name _____
Business Address _____

BID SECURITY FORM

Whereas _____ (hereinafter called the tenderer") has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender") against the purchaser's tender enquiry No. _____

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

This guarantee will remain in force up to and including 45 days after the period of tender validity i.e., up to _____ and any demand in respect thereof should reach the Bank not later than this date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, Name & Address of the Issuing Branch of the Bank

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

Bid-Securing Declaration Form
(Bid Security Declaration)

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity (Minimum 90 days) specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

Corporate Seal (where appropriate)

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

PERFORMANCE STATEMENT FORM

(For a period of last 3 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description of the services	Value of order	Date of completion of deliver as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the services has been completed satisfactory ? (Attach a certificate from the purchaser/Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Annexure– V

Technical Specification/Requirement Compliance cum Deviation Statement Form

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

Technical compliance against CSIR-NEERI Tender No. _____

Place:

Date:

Signature and seal of the
Manufacturer/Bidder on this page

NOTE:

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

Annexure–VI

SERVICE SUPPORT FORM

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

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

Place :

Date :

Bid Form**(To be submitted with Price Bid)**

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to provide services in conformity with the Bidding Documents and in accordance with the Schedules specified in the Schedule of Requirements the following Services *[insert a brief description of the Services];*
- (c) The total price of our Bid, (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) ~~The discounts offered and the methodology for their application are:~~
~~**Discounts:** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*~~
- (e) Our bid shall be valid for the period of 90 days from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to submit a performance security as per Tender for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

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

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

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

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

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

PERFORMANCE SECURITY FORM-
(To be submitted with Order Acceptance)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....
 Name and designation of the officer

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

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

ACCEPTANCE CERTIFICATE FORM- For information Do not submit with bid

No. _____

Dated: _____

M/s. _____

_____Sub: Certificate of completion of service

01. This is to certify that the services has been completed (subject to remarks in Para 2).

- (a) Contract No. _____ Date _____
- (b) Description of the Services _____
- (c) Name of the Service provider _____
- (d) L.D./Penalty for delay in providing services (at Lab./Instts. level) ₹ _____

Details of services not yet completed and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered

02. The supplier/service provider has fulfilled his contractual obligations satisfactorily
or

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

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

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

For Supplier / Service Provider

Signature

Name

Designation

Name of the firm.....

Date

For Purchaser

Signature.....

Name.....

Designation.....

Name of the Lab/Instt.....

Date.....

Format of Integrity Pact – Not Applicable**INTEGRITY PACT**

Between

Council of Scientific & Industrial Research (CSIR) is a Society registered under the Societies Registration Act, 1860 represented by NEERI, Nagpur hereinafter referred to as “The Principal”.

Andherein referred to as “The Bidder/ Contractor.”

Preamble

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

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or

understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annexure.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

Witness 1:(Name & Address): _____

Witness 2:(Name & Address): _____

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(Must enclosed with Technical bid)
(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

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

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

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

Date: _____

I _____ S/o, D/o, W/o _____, Resident of _____
 _____ do hereby
 solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order 2017 dt 15th June, 2017.

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

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-E.E.-II dated 15.06.2017.

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

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

For and on behalf of

(Name of firm/entity)

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

Check list for Service Provider to be submitted alongwith Technical Bid

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

1.	EMD / Bid Security / Bid Securing Declaration	Valid for minimum 135 days from the date of opening of bid – Agreed by bidder.
2.	Is the firm registered as MSE with CSIR Labs / Institutes, exempted from payment of bid security for the item / equipment manufactured and service provided by them.	Yes / No If yes, please specify the name of Department and validity of such exemption order. Certified copy of valid registration may be enclosed.
3.	Performance Security	03% of total ordered value to be submitted within 21 days from receipt of Work Order . - Agreed
4.	L.D. / Penalty clause	- Agreed as per Tender
5.	Compliance to Qualification/ Eligibility criteria	Qualified Enclosed as Annexure _____
6.	Documents to be enclosed with Technical Bid	As per Chapter 7
7.	Documents to be enclosed with Price / Financial Bid	1. Bid Form - enclosed as Annexure _____ 2. Applicable Price Schedule Form (Price Bid) Chapter 5 – Submitted in BOQ
8.	Validity of Bid	Minimum 90 days from the date of bid opening – Agreed & Complied
9.	Schedule for completion of services	AS PER SCHEDULE OF REQUIREMENT - Agreed
10.	Agreeing for Payment Term	As per Tender .- Agreed
11.	Performance Security, if specified in Tender , Penalty/LD , Qualifying Criteria, , Payment Terms : As per Tender - Agreed	
12.	Type of Bid: Single Bid System	Technical Bid and Check List is enclosed Price Bid is enclosed Technical Bid and Price Bid together - Complied
13.	Agreed for payment of applicable stamp duty in case of award of contract	Agreed
14.	Price certificate	“Certified that rates quoted are not higher than the rates quoted for the same / similar service charged to any other Govt. organization / PSUs / CSIR Labs or any other organization”. Enclosed at Annexure _____

Signature & Seal of the Service Provider