



निविदा सं./Tender No.:	14-VIII/SKS(51-PAC)26PB/T-11	तिथि/Date:	01.06.2026
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From: Director

To,

Bunkoukeiki Co., Ltd.
4-8 Takakura-cho, Hachioji-shi,
Tokyo, 192-0033, Japan.
E-mail: aihara@bunkoukeiki.co.jp

Dear Sir/Madam,

Quotation is invited on the behalf of the Director, CSIR-NPL for the purchase/repair/service of articles mentioned below. *The bid must be submitted OFFLINE in hard copy by post as per dates/times mentioned below.*

Last Date of Bid submission: IMMEDIATE on or before 17.06.2026 upto 3.00 PM.

Date of Bid Opening: 18.06.2026 at 3:00 PM.

SN.	Description of material	Qty.	EMD (in RS)	PBG	Bid System
1.	Uninterruptible Power Supply (UPS) UPS3010SP(Spare Parts for CEP- 25HS-50)	1.00	NA	NA	<u>Single Bid Tender System</u>

1. Please submit price with breakup for each item(s) as per attached **PRICE SCHEDULE FORM for LOCAL OR for IMPORT annexure- I-A or I-B as applicable along with attached SCHEDULE OF REQUIREMENTS as per Annexure- II.**
2. A price reasonability certificate may be submitted stating that you will not sell the quoted item to any other organization less than the quoted prices to NPL (as per Annexure-III on Letter Head of Bidder).
3. The rate of GST/taxes if any to be charged should be clearly mentioned in your quotation.
4. A Catalogue/Literature and HSN/Tariff code of the quoted model may be provided in the quotation.
5. PAC Certificate (Proprietary Article Certificate) stating that you are Sole manufacturer of the above mentioned item must be submitted along with quotation.
6. ~~Installation: To be done by supplier/authorized agent within 60 days after receipt of material at NPL, India.~~
7. Payment terms acceptable would be 100% through RTGS/NEFT/Wire Transfer/TT after receipt of material and its satisfactory installation/commissioning of equipment.
8. In Case, the offer is submitted by the dealer of manufacturer/OEM, The Manufacturer Authorization Form (MAF)/ letter issued by OEM to quote on their behalf must be submitted along with offer (Annexure IV).
9. ~~Kindly submit Bid-Securing Declaration Form Annexure VI-II and BID Security Form Annexure V-I, Border Certificate -Annexure-VI, Multi Form -Annexure-VII , Contract Form as per Chapter 7 as attached along with your quotation.~~
10. Kindly provide recent order copies of offered item(s) of previous Purchase Orders to any CSIR/ Govt. organization/others.

Instructions:

1. Please submit price break-up for each item and indicate the Make, Model & item serial numbers, custom tariff /HSNS code, origin of country against the names of respective item quoted by you.
2. Complete specifications of items should be given with the manufacturers name wherever required. Offer of stores vaguely described are liable to be ignored. Literature/Pamphlets should also enclose wherever necessary.

Yours Faithfully,

Sd/
Stores & Purchase Officer

TERMS & CONDITIONS

1. **PRICES: Shall be quoted in Multi Currency including INR.**
(A) For goods manufactured in India:
 - (i) The price of goods quoted Ex-Works including taxes already paid.
 - (ii) GST and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
 - (a) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
 - (b) The installation, commissioning and training charges including any incidental services, if any.**(B) For goods manufactured abroad:**
 - (i) The price of the goods, quoted on FCA (Named place of delivery abroad) or FOB (Named port of shipment), as specified in the schedule form.
 - (ii) The charges for insurance and transportation of the goods to the port/place of destination.
 - (iii) The agency commission charges, if any.
 - (iv) The installation, commissioning and training charges including any incidental services, if any.

2. **VALIDITY OF OFFER:**
The Prices must be valid at least for a period of 120 days from the opening date of QUOTATION. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later.

3. **REASONABILITY OF PRICES**
 - (a) Please quote best minimum prices applicable for a premiere Research Institution, **leaving no scope for any further negotiations on prices.**
 - (b) **The quoting party should give a certificate to the effect that** the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to NPL to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.
 - (c) Copies of **LATEST SUPPLY ORDERS** received from other customers along with details of such supply orders preferably in India for the same item/model **may be submitted with the offer** giving reasons of price difference of their supply order & those quoted to us, if any.
 - (d) The party must give details of identical or similar equipment, if any, supplied to any CSIR lab during last three years along with the final price paid and Performance certificate from them.

4. **SPECIFICATIONS:**
Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.

5. **PERIOD & MODE OF DELIVERY:** **The delivery period is the essence of supply; hence** it must be indicated specifically in the quotation. Mode of delivery, tentative size/dimension and weight of consignment may also be indicated in the quotation.

6. **Bid Security (BS) / Earnest Money Deposit (EMD)**

~~6.1 The Bidder shall furnish, as part of its bid, a bid security (BS) in the form of BG (Bank Guarantee), FD/FDR, DD/Banker's Cheque, through online/NEFT. The BS/EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder in favour of Director, CSIR NPL payable at New Delhi.~~

~~EMD may be submitted Online through NEFT/RTGS to the below bank account duly submitting proof of transaction /UTR no. etc. with BID document.~~

~~Name of Bank & Branch Address: CANARA BANK, NPL Campus, CSIR NPL, Dr. K.S. Krishnan Marg, New Delhi 110 012~~

~~SAVING Bank Account No.: 91002010030018; IFSC Code: CNRB0019100;~~

~~MICR Code: 11015428. SWIFT CODE: CNRBINBBBFD;~~

~~NPL GST No.: 07AAATC2716R2ZG & PAN No.: AAATC2716R~~

~~6.2 The bid security shall be as per Bid Security Form (Annexure V I of this bid document)~~

~~6.3 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed Bid document are invoked.~~

~~6.4 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, without any interest.~~

~~6.5 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.~~

~~6.6 Bidders that are currently registered with the purchaser or registered as SMEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tendered falls in these categories, the bidder should furnish a certified copy of its valid registration details Except for SMEs, this exemption is valid for the trade group and monetary value of registration only. The SMEs 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.~~

~~Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.~~

~~6.7 The bid security may be forfeited:~~

~~i) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or~~

~~ii) If the successful Bidder fails to furnish order acceptance within 14 days of the order and/or fails to furnish Performance Security (@ 5% of the contract value, wherever applicable) within 21 days from the date of order.~~

7. Performance Security (PS)

- 7.1 ~~Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in bid document, valid till 60 days after the warranty period.~~
- 7.2 ~~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.~~
- 7.3 ~~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 or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.~~
- 7.4 ~~In the 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.~~
- 7.5 ~~The Performance security shall be *shall be submitted by the manufacturer or their specifically authorized dealer/bidder in favour of Director, CSIR-NPL payable at New Delhi* in one of the following forms:~~
- ~~i) A Bank guarantee (as per attached format) or stand by Letter of Credit issued by a Nationalized/ Scheduled bank~~
 - ~~ii) A Banker's cheque or Account Payee demand draft in favor of the purchaser. Or,~~
 - ~~iii) A Fixed Deposit Receipt pledged in favor of the Purchaser.~~
- 7.6 ~~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.~~
- 7.7 ~~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.~~
- 7.8 ~~The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder. In case of foreign bidders in Imports, either equivalent Foreign Exchange amount may be preferred in the form of a Bank Guarantee issued/confirmed from any of the scheduled Commercial Bank in India or in INR by their Indian counterpart/agent in an acceptable form, safeguarding the purchaser's interest in all respects.~~

8. **PAYMENT CONDITION:**

A. FOR INDIGENOUS SUPPLIES

Payment will be made only after satisfactory commissioning/Installation and performance of the equipment at NPL, New Delhi through NEFT and after certification by our technical expert/scientist, subject to submission of 5% Performance Bank Guarantee of order value, valid till 60 days after the warranty period, if required.

B. FOR IMPORTS:

The payment against imports shall be made through **100 % Irrevocable L/C**. However, 90% amount shall be released on presentation of complete and clear shipping documents and remaining 10% shall be released after satisfactory installation/demonstration/commissioning of subject order material subject to submission of **5% Performance Bank Guarantee** of order value, valid till 60 days after the warranty period, if required.

OR

The payment for imported goods shall be made **100% through Wire transfer/Telegraphic Transfer** within 30 days after receipt of goods and satisfactory installation/Commission of instrument/delivery of the items subject to submission of **5% Performance Bank Guarantee** of order value, valid till 60 days after the warranty period, if required.

9. **COMMENCEMENT OF WARRANTY PERIOD:** The warranty period of an item shall commence after receipt of the items in good working condition and from the date of its satisfactory installation/commissioning/demonstration at the project site in NPL, New Delhi.
10. **NO ADVANCE PAYMENT:** No advance payment will be made to any supplier.
11. **INSTALLATION:** **The Spare parts /equipment should be installed/commissioned and demonstrated, by the supplier at NPL immediately** but in any case within **TWO MONTHS** after receipt of the item in NPL and the same will be put under operation to the satisfaction of our technical expert/Scientist who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.
12. **GUARANTEE/WARANTEE:** The Spare parts/equipment/instrument must be guaranteed/ warranted for a period of at **ONE YEAR, if not specifically mentioned otherwise in the specifications sheet, from the date of its satisfactory installation/commissioning** against all manufacturing defects. If the equipment is found defective during this period the whole equipment or part thereof will have to be replaced/repared by the supplier free of cost at the NPL or at site of the supplier for which 'to and fro' expenses will be borne by the supplier. However, if the items are guaranteed for a period of more than one year, it may be specifically mentioned in the quotation, if required-
13. **AFTER SALES SERVICES:** It should be clearly mentioned in the quotation whether the after sales services during and after the completion of warranty shall be provided directly by the supplier or their authorized agent/representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases the original supplier shall be responsible for poor performance/services.

14. **INSPECTION :**

- a) The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- b) In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the NPL. Or CIF basis till satisfactory installation of the system.
- c) The supplier **should arrange for physical Inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/Instt. to ascertain the date of arrival of consignment.

15. **AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:**

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

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

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

Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.

16. **USERS LIST :**

If you have supplied identical or similar Spare parts /equipment to any other CSIR Labs./Instts., the details of such supplies for the preceding three years shall be given together with the prices finally paid.

17. **LD CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:**

- **Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.**
- **In case of delay in supply and/or late installation of the equipment/instrument on part of the supplier, a LD @ 0.5% per week of basic Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value.**
- If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the NPL, New Delhi shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.

17. **ACCEPTANCE OR REJECTION OF OFFER:** The Director, NPL, New Delhi reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue.

PRICE SCHEDULE FORM

The rates may be quoted as per given format below-

(A) PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA/LOCAL PURCHASES

Name of the Bidder _____

TENDER No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl No	Item Description with HSN Code	Country of Origin	Unit	Qty	Unit rate Ex-Works, Ex-Ware House, Ex-Show Room, of the shelf price inclusive of all taxes already paid.	Total price Ex-works, warehouse, show room of the shelf price (inclusive of all taxes already paid (5x6)	GST /IGST & other taxes payable, if contract is awarded	Packing & forwarded upto station of dispatch if any	Charges for inland transportation, insurance upto lab, instt. By air/road/rail/or so	Total Price	Installation Commission, and training charges if any.

Note: _____ Total Bid price in currency _____

(a) The cost of optional items, if any shall be indicated separately in words _____

(b) Cost of Spares, if any _____ Signature of Bidder _____

_____ Name _____

_____ Business Address _____

(B) PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM ABROAD/IMPORT PURCHASES

Name of the Bidder _____

TENDER No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl No	Item Description	Country of Origin	Unit	Qty	Unit price Indicating currency FOB, Port of shipment or FCA, Name place of delivery (Retain only one)	Total price (5x6) FOB (named port of shipment) or FCA (named place of delivery) (retain only one)	Charges for Insurance & transportation to port//place of destination	Total price CIF/CIP (retain only) (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	approx. Shipment weight and volume	Indian Customs tariff No and HSN code No. (ICT & HSN No.)

Note:

Currency _____

Total Bid price in foreign currency _____
in words _____

(a) Indian agents name & address _____

(b) Installation, commissioning & training charges, if any _____

Signature of Bidder _____
Name _____

(a) Cost of Spares, if any _____ Business Address _____

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.

(e) The cost of optional items shall be indicated separately.

SCHEDULE OF REQUIREMENTS

(To be filled by the bidder as appropriate and enclosed with the Technical Bid)

S.N	Brief Description of Goods & Services	Quantity	Physical Unit	Final destination/ Place	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt, acceptance test, etc. after the arrival of consignment(to be filled by the bidder)

Term of delivery: FOB / FCA / CIF / CIP/FOR- NPL _____ **(named port of shipment or named place of delivery) (retain only one)**

Period of delivery shall count from : _____
(to be filled by the bidder)

Scope of Supply : _____

Training requirement: _____

(Location, no. of persons, period of training, nature of training)

Date :

Place :

Signature of the Bidder

Notes for Bidders:

- (1) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract or from the date of advance payment etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.
- (2) The date or period for delivery should be carefully specified, taking into account
 - (a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA, FOR terms— that “delivery” takes place when goods are delivered to the carriers), and
 - (b) The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

(3) This form is to be filled mandatorily and is to be submitted along with the Technical Bid failing which Tender shall be declared as non-responsive and rejected.

PRICE REASONABILITY CERTIFICATE

(On the Letter Head of the Bidder)

This is to certify that the prices quoted Vide Quotation No. _____

dated: _____ against Tender No: _____ dated:
for

(_____ name _____ of _____ item _____) _____ are best and minimum and we have not quoted the same on lesser rates than those being offered to CSIR-NPL to any customer nor we will do till the validity of offer or execution of Purchase Order.

Date:

Authorized Signatory

Name:

Designation:

MANUFACTURER AUTHORIZATION FORM (MAF)

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

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

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

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

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

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

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

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

Title: *[insert title]*

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

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

BID SECURITY FORM

[To be submitted in case bidder wants to submit EMD in the form of BG only]

(Refer para 5.1.2 (ix)(c) & 6.1.1 (01) of the CSIR Manual)

Whereas _____ (hereinafter called the tenderer”) has submitted their offer dated _____ for the supply of _____

(here in after 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:

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.

If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

If the tenderer fails to furnish the Performance Security for the due performance of the contract.

— 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

~~(TO BE FILLED & SUBMITTED by Bidder)~~

Date: _____

_____ Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- ~~(a) — have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or~~
- ~~(b) — having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (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)~~

BORDER CERTIFICATE

(On the Letter Head of the Bidder)

IT IS CERTIFIED THAT :

I HAVE READ THE ORDER/ CLAUSE NO. F. NO. 6/18/2019-PPD DATED 23RD JULY,2020 REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARE A LAND BORDER WITH INDIA .

I AS A BIDDER DO NOT CONTRAVENE THE INSTRUCTIONS GIVEN IN THE ABOVE SAID ORDER.

SIGNATURE & SEAL OF THE FIRM

MULTI FORM

(Bid Form, Bidder Information, Border Declaration, Code of Integrity)

To:

**The Director,
CSIR – National Physical Laboratory,
Dr. K. S. Krishnan Marg,
New Delhi -11012, INDIA**

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services. Prices and discounts, if any, are mentioned in the Price Bid.
- b) **Our bid shall be valid for the period of time specified in the bid document** and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c) We agree to submit Performance Security, if required, as per the terms of this bid document;
- d) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed. We understand that you are not bound to accept the written standard terms and conditions of our offer and also the lowest evaluated bid or any other bid that you may receive.
- e) **Border Declaration:** We have read clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; **We certify that the bidder is not from such a country** or, if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the Competent Authority has been attached with the bid. I hereby certify that this bidder fulfill all requirements in this regard and is eligible to be considered. (As per requirements under P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)
- f) **Declaration for Code of Integrity & Conflict of Interest:** I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement and have no conflict of interest. The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:
 - 1.
 - 2.
 - 3.

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

Bidder's Legal Name : (In case of JV, legal name of each party)	
Bidder's actual or intended Country of Registration:	
Bidder's Year of Registration:	
Bidder's Legal Address in Country of Registration:	
Bidder's Authorized Representative Information Complete Name, Address & Contact Details (Mobile, Landline, Email)	

Attached are scanned / copies of original documents of Articles of Incorporation or Registration of firm.

Signature & Seal of Bidder / Authorized Signatory

Name of the Signatory

PERFORMANCE SECURITY FORM
(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

~~WHEREAS~~ (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No. dated to supply (description of goods and services) (herein after called “the contract”).

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

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

Chapter 7
Contract Form

[To be submitted by Bidders at Rs. 100/- notary stamp paper]

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the *[insert: number]* day of *[insert: month]*, *[insert: year]*.
BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi 110001, India represented by *[insert complete name and address of Purchaser (hereinafter called "the Purchaser")*, and

(2) [insert name of Supplier], a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSE THAS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g) *[Add here any other document(s)]*

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed: *[insert signature]*

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Signed: *[insert signature]*

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*
