



सीएसआईआर  
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भारत का नवाचार इंजन  
*The Innovation Engine of India*

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# **Expression of Interest Document**

**Tender Reference Number: 2025-26/CCMB/EOI/04**  
**For Procurement of**  
**“Liquid Nitrogen Plant”**



**CSIR-Centre for Cellular and Molecular Biology**  
**Expression of Interest Document**  
**Tender Reference Number: 2025-26/CCMB/EOI/04**  
**For Procurement of**  
**“Liquid Nitrogen Plant”**

The Centre for Cellular & Molecular Biology (CCMB) is a premier research organization in frontier areas of modern biology. The objectives of the Centre are to conduct high quality basic research and training in frontier areas of modern biology, and promote centralized national facilities for new and modern techniques in the inter-disciplinary areas of biology.

CCMB was set up initially as a semi-autonomous Centre on April 1, 1977 with the Biochemistry Division of the then Regional Research Laboratory (presently, Indian Institute of Chemical Technology, IICT) Hyderabad forming its nucleus and Dr P M Bhargava heading the new Centre. Earlier, the Governing Board of the Council of Scientific and Industrial Research (CSIR) New Delhi, the apex body which constituted 44 research institutions in the country, approved the proposal in 1976 to establish such a Centre in view of the importance of research in the frontier and multi-disciplinary areas of modern biology. During 1981-82, CCMB was accorded status of a full-fledged national laboratory with its own Executive Committee and Scientific Advisory Council. With major expansion plans, it was decided to relocate the Centre to a spacious campus.

CSIR-CCMB, Hyderabad invites a non-committal Expression of Interest from reputed vendors for the supply and installation of “**Liquid Nitrogen Plant**”. This EOI consists two parts – 1. Submission of EOI on due date & Time and, 2. Post EOI conference where eligible bidders shall be invited at the CSIR-CCMB, Hyderabad to make presentation followed by discussion with the CCMB Tech Team on Technology, Features, Design, Utility, Technical Parameters clientele, statutory approval etc. on the proposed requirement. Date, time and venue for EOI conference shall be intimated to eligible bidders.

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# Expression of Interest (EOI) Document

## 1. Expression of Interest (EOI)

The Director, CSIR-CCMB, Hyderabad invites Expression of Interest (hereinafter referred as the 'EOIs') from eligible and qualified Bidders for exploring the market, Finalizing Technical specifications based on technical discussions/presentations with the experienced manufacturers/suppliers in a transparent manner for supply and installation of “**Liquid Nitrogen Plant**” as described in 'Schedule I: Terms of Reference'(Scope of Work). Interested Bidders should provide sufficient and relevant information demonstrating that they meet the specified eligibility criteria and have the required qualifications to perform the supply & Services. **Tender may be floated after completion of EOI process including post EOI conference.**

## 2. The EOI Document

### 2.1. Governing Language and Law

- 1) The EOI submitted by the Bidder and all subsequent correspondence and documents relating to the EOI exchanged between the Bidder and the Procuring Entity shall be written in the language specified in the AEOI (hereinafter referred to as the 'EOI Language'. If nothing is specified, the language shall be Indian English). However, the language of any printed literature furnished by a Bidder in connection with its EOI may be written in any other language provided a translation accompanies the same in the EOI language. For purposes of interpretation of the EOI, translation in the language of the EOI shall prevail.
- 2) The EOI process shall be interpreted under the laws of the Union of India. It shall be subjected to the exclusive jurisdiction of courts relevant to the address of the Tender Inviting Authority.

### 2.2. Acronyms

Following Acronyms have been used in this EOI Document:

Acronym	Definition	Acronym	Definition
AEOI	Appendix to Expression of Interest (EOI Document)	JV/C	Joint Venture/ Consortium
EOI	Expression of Interest	TIA	Tender Inviting Authority
DPIIT	Department for Promotion of Industry and Internal Trade (DPIIT)	TOR	Terms of Reference

### 2.3. The Contents of the EOI Document

This 'Expression of Interest Document' (hereinafter referred to as the 'the EOI Document') provides the relevant information and instructions to assist the prospective Bidders in preparing and submitting EOIs. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of EOIs,. The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this EOI Document. The following Appendices are part of the EOI Document. Additional sections/ appendices/ Schedules may be included in specific EOI.

- 1) Appendix to the EOI Document(AEOI)
- 2) Schedule I: Terms of Reference / Scope of work
- 3) Schedule II: Qualification Criteria
- 4) EOI Submission Formats

- a) Forms 1: EOI Forms (Covering Letter)
    - i) Form 1.1: Bidder Information
    - ii) Form 1.2: Eligibility Declarations
  - b) Form 2: Qualification Criteria – Compliance
    - i) Form 2.1: Performance Capability Statement
    - ii) Form 2.2.1: Financial Statements and Ratios (Net Worth)
    - iii) Solvency Certificate
    - iv) Average Annual Turnover
  - c) Form 3: Checklist for Bidders
- 5) Other Formats: Format 1: Authorization for Attending Post-EOI Conference
- 6) Annexures:
- i) Annexure-A: Make in India Certification
  - ii) Annexure-B: Signing of Integrity Pact

### **2.3.2 Appendix to the EOI Document (AEOI)**

Variable parameters and information related to this specific EOI process are summarized in the EOI Document appendix.

### **2.3.3 Schedule I: Terms of Reference (TOR)/Scope of work**

‘Schedule I: Terms of Reference’ describes the background, purpose/ objectives, description/ scope, deliverables/ outcomes, and timelines of Procurement of supply and installation of “**Liquid Nitrogen Plant**” required. This ‘procurement’ may include Services also, if so, indicated therein. TOR/Scope of work is indicative/tentative and the Technical specifications and other requirements shall be finalized based on technical discussions/presentations keeping in view the specific R&D requirement of CSIR-CCMB which may be incorporated in subsequent tender that would follow this EOI.

### **2.3.4 Schedule II: Qualification Criteria:**

This appendix lays down the Qualifying Criteria for shortlisting Bidders for post EOI conference. Unless otherwise indicated in AEOI, Bidders may associate with other firms to enhance their qualifications but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected in the stage. These qualification criteria are only for shortlisting, and the Procuring Entity may put additional qualification Criteria as part of the Tender process that would follow this EOI.

### **2.3.5 EOI Formats for submission (To be filled, digitally signed, and uploaded by Bidders)**

The Bidder must fill and submit the EOI in the Formats given in ‘EOI Submission Formats’.

## **2.4. Corrigenda/ Addenda to EOI Document**

- 1) Before the deadline for submitting EOIs, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the EOI Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original EOI Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to Bidders who have downloaded the document under their login. However, the Bidders must check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the EOI Document.

- 2) The Procuring Entity may extend the deadline for the EOI submission by issuing an amendment. In this case, all rights and obligations of the Procuring Entity and the Bidders previously subject to the original deadline shall then be subject to the new deadline for the EOI submission.
- 3) After the Procuring Entity makes such modifications, any Bidder who has submitted his EOI in response to the original invitation shall have the opportunity to either withdraw his EOI or re-submit his EOI superseding the original EOI within the extended time of submission as per Clause 8.4 below.

## **2.5. Post-EOI Conference**

A Post-EOI conference is stipulated in the AEOI, shortlisted/Eligible Bidders as per the eligibility criteria mentioned in this EOI document shall attend a Post-EOI conference to clarify the conditions of the EOI process at the venue, date and time specified therein. Participation in the Post-EOI conference is restricted to shortlisted Bidders as per eligibility criteria who have participated and submitted the EOI. A Post-EOI conference is also meant for in-depth understanding of the product to be procured, recent trend and features available in the market. The presentation followed by discussion with the CCMB Tech Team on Technology, Features, Design, Utility, Technical Parameters clientele, statutory approval etc. on the proposed requirement. This may reflect in framing of specifications and requirement at the time of Tender.

- 1) Bidders shortlisted for Post-EOI conference shall be uploaded on the CPP portal/Institute website and intimated by email to attend the post EOI conference with date and time.
- 2) Delegates participating in the Post-EOI conference must provide a photo identity and an authorization letter as per Format 1: “Authorization for Attending Post-EOI Conference” from their Company; else, they shall not be allowed to participate. The Post-EOI conference may also be held online at the discretion of the Procuring Entity.
- 3) The Bidder shall bear all costs associated with the presentation desired by the Procuring Entity. The Procuring Entity shall not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.

## **3. Procuring Entity - Rights and Disclaimers**

### **3.1. Disclaimers**

#### **3.1.1 The EOI Document – not a Contractual Document**

The EOI Document provides the Bidder(s) with information to assist them in participation in this EOI Process. Therefore, this EOI process is not a contractual procurement process. Hence, in this EOI process, unlike the following Tender process, no legal obligations for the Procuring Entity nor any legal rights for the Bidders shall be created under the Indian Contract Act and related law.

#### **3.1.2 Terms and Conditions of Information Provided**

- 1) Information contained in the EOI Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the EOI Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity, its employees, or associated agencies.
- 2) The EOI Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information’s accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the EOI Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the

law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

- 3) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the EOI Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

### **3.2. Right to Intellectual Property and confidentiality:**

- 1) The EOI Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- 2) However, Bidders may share these to prepare and submit their EOI with their employees, subcontractor(s), or holding Company. Bidders shall obtain an undertaking of confidentiality from them like that imposed on Bidders under this clause.
- 3) This condition shall also apply to Bidders who do not submit an EOI after downloading it or are not shortlisted.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
  - a) now or hereafter is or enters the public domain through no fault of Bidder.
  - b) is legally possessed by the Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity;
  - c) otherwise, lawfully becomes available to Bidder from a third party with no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the procurement process.

### **3.3. Right to Reject any or all EOIs**

The Procuring Entity reserves its right to accept or reject any or all EOIs, abandon/ bypass/ cancel the EOI process, and issue another EOI for the same or similar Services. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

## **4. Participation in EOI – Eligibility Criteria**

### **4.1. Eligibility Criteria**

**4.2. Subject to other provisions in the EOI Document, participation in EOI process is open to all Bidders who fulfil the 'Eligibility' and 'Qualification' criteria. Bidders shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). Bidder unless otherwise stipulated in AEOI:**

- 1) must be:
  - (a) a natural person (an individual Bidder), private Entity (a Consulting Company/ LLP /Partnership firm registered under applicable Act in India), public Entity (Government-owned enterprise or institution), or unless otherwise stipulated in the AEOI - Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

(b) a bonafide supplier of “**Liquid Nitrogen Plant**”, valid registration regarding GSTIN, PAN etc. as applicable to the subject Procurement of LC-MS System.

2) must:

(a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.

(b) (Including their affiliates or subsidiaries or contractors/ subcontractors for any part of the contract):

i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its procurement processes; and/ or

ii) Not be convicted (within three years preceding the last date of EOI submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities, for:

- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
- offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
- suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

iii) Not have changed its name or created a new “Allied Firm”, consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

iv) Not have an association (as a Bidder/ partner/ director/ employee in any capacity)

- of any retired employee of the CSIR and its constituent Laboratories/Institutes, if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such employees/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.
- of the near relations of executives of Procuring Entity involved in this procurement process

(c) Not have a conflict of interest, which substantially affects fair competition. The EOIs submitted should be competitive without adopting unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other Bidder to submit or not to submit an offer for restricting competition

3) must fulfil any other additional eligibility condition, if any, as may be prescribed in EOI Document.

4) must provide such evidence of their continued eligibility to the Procuring Entity if requested.

5) from certain countries shall be eligible subject to certain conditions as detailed in Clause 4.2 below.

### 4.3.1 Restrictions based on Reciprocity

Entities from countries (if so identified in AEOI) as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this EOI process under the Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT). The term ‘entity’ of a country shall have the same meaning as under the FDI Policy of DPIIT.

### 4.3.2 Restrictions Based on Land Borders

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.

Any Bidder 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 participate in this EOI only if the 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 Form 1 - EOI Form.

### 4.3.3 Compliance with Above Restrictions

- 1) In EOIs 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 complies with similar conditions.
- 2) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries. In that case, such a vendor must also comply with similar conditions. However, such restrictions shall not apply, if the Bidder procures raw material, components, and sub-assemblies from such countries.
- 3) “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
- 4) 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 exercising 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.

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<sup>1</sup><https://mea.gov.in/india-and-neighbours.htm>

<sup>2</sup><http://meadashboard.gov.in/indicators/92>

<sup>3</sup><https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>

- 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 the 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 the 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.

#### **4.4. Sub-Contractors**

~~Bidders may propose to associate sub-contractors for specific parts of the Services provided that the names and details of the sub-contracts are clearly stated in the EOI and provided further that such sub-contractor should not circumvent the eligibility condition laid down above. Persons who are not full-time employees of the Bidder shall be considered sub-contractors. Nevertheless, the Bidder shall solely remain responsible for sub-contracted portions of the Services.~~

#### **4.5. Joint Venture/ Consortium**

In the case where a Bidder is or proposes to be a Joint Venture/ Consortium (that is, an association of several persons, or firms or companies - hereinafter referred to as JV/C), then it must comply with additional requirements specified below:

- 1) The JV/C and all members (including non-substantial members) must satisfy all the eligibility requirements set out in this EOI Document; and
- 2) JV/C and its members must meet the qualification criteria jointly or severally as laid down in Section II – Qualification Criteria as relevant for JV/C. Qualification credentials of only substantial members shall be considered, and the qualification of non-substantial members shall not be considered for evaluation. However, the Procuring Entity may lay down minimum qualifications in AEOI for non-substantial members over and above the qualification criteria.
- 3) Subsequently, during the /Tender process, JV/C shall have to comply with additional requirements and be required to submit related documents.

#### **4.6. Conflict of Interest**

Any Bidder with a conflict of interest that substantially affects fair competition shall not be eligible to participate in this procurement process. EOIs found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A Bidder in this procurement 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 has 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 EOI; or
- 4) has a relationship with another Bidder, directly or through common third parties, which puts it in a position to have access to information about or influence the EOI of another Bidder or influence the decisions of the Procuring Entity regarding this EOI process; or
- 5) participates in more than one EOI in this EOI process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another EOI or vice-versa) in more than one EOI shall result in the disqualification of all EOIs in which he is a party. However, this does not limit the participation of a non-bidding firm as a sub-contractor in more than one EOI; 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 EOI Document etc) of this EOI process; or
- 7) has a close business or family relationship with a staff of the Procuring Organization who:
  - a) (i) are directly or indirectly involved in the preparation of the EOI Document or Terms of Reference of the procurement process and/or the evaluation of EOIs; or
  - b) (ii) would be involved in the implementation or supervision of the resulting contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the EOI process and execution of the contract.

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

### **5.1. Purchase Preference in following the tender process**

The Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives ( MSEs, Make in India, Start-ups); Start-ups or any other Government Policies, announced from time to time) during the process that shall follow this EOI.

### **~~5.2. Relaxation in Prior Turnover and Experience to Start-ups~~**

~~In this EOI process, relaxation in prior turnover and experience to Start-ups or MSEs or any bidder are not allowed as procurement of items related to public safety, health, critical security operations and equipment etc. [Ref. OM No F.20\2/2014 PPD(Pt.) dated 20.09.2016]~~

## **6. Downloading the EOI Document; Corrigenda and Clarifications**

### **6.1. Availability of the EOI Document**

The EOI Document shall be published on the eProcurement Portal ([www.etenders.gov.in](http://www.etenders.gov.in)). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in AEOI. Unless otherwise stipulated in AEOI, the downloaded EOI Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the EOIs as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading EOI Document and uploading EOIs on the Portal may be addressed to their Help Desk (contact details given in AEOI).

### **6.2. Downloading the EOI Document**

The EOI Document shall be published and available for download during the period mentioned in AEOI. Bidders can obtain the EOI Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the EOI Document, the deadline shall not be extended.

### **6.3. Clarifications**

A Bidder may seek clarification of the EOI Document through the eProcurement Portal on or before the date and time prescribed in the AEOI (or, if not mentioned, before seven days of the deadline for the EOI submission). This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained. All such queries shall relate to the EOI Document alone. The Procuring Entity shall respond within five working days of receipt of such a request. The query and clarification shall be shared with all prospective Bidders on the Portal. If required, the Procuring Entity may modify the EOI Document that may become necessary due to the clarification through an Addendum/ Corrigendum issued as per clause 2.4 above.

## **7. Preparation of EOIs**

### **7.1. EOI Submission Formats:**

Bidders must fill and submit the EOI in the Formats given in 'EOI Submission Formats'. EOI by the Bidder shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the documents in pdf format. Pdf documents should not be password protected. If stipulated in AEOI, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein.

### **7.2. EOI Validity**

- 1) Unless specified to the contrary in the AEOI, EOIs shall remain valid for a period not less than 90 (ninety) days from the deadline for the EOI submission stipulated in AEOI. An EOI valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day up to which the EOIs are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the EOI validity shall automatically be deemed to be extended up to the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the Bidders to extend the validity period for a specified additional period. The request and the Bidders' responses shall be made in writing or electronically. A Bidder may agree to or reject the request. A Bidder who has agreed to the Procuring Entity's request for extension of EOI validity, however, in no case he shall be permitted to modify his EOI.

## **8. Signing and Uploading of EOIs**

### **8.1. Relationship between Bidder and eProcurement Portal**

The Procuring Entity is neither a party nor a principal in the relationship between the Bidder and the organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the EOI must register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the EOI Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

## 8.2. Signing of EOI

The individual signing/ digitally signing the EOI or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit EOIs on behalf of the Bidder in Form 1.1: Bidder Information.

## 8.3. Submission/ uploading of EOIs.

### 8.3.1 Submission/ Uploading to the Portal

- 1) Unless otherwise stipulated in the AEOI, EOIs are to be addressed to the Director through the Head of Procurement, Procuring Entity in the Procuring Organization (headed by the Head of the Procuring Organization).

THE DIRECTOR  
THROUGH CONTROLLER OF STORES & PURCHASE,  
CSIR-CENTRE FOR CELLULAR AND MOLECULAR BIOLOGY  
HABSIGUDA, HYDERABAD  
INDIA  
Email: [spo.ccmb@csir.res.in](mailto:spo.ccmb@csir.res.in)

- 2) EOIs must be uploaded on the e-Procurement Portal (<http://etenders.gov.in>) mentioned in the AEOI until the submission deadline. If the office happens to be closed on the deadline to submit the EOIs as specified above, this deadline shall not be extended. Bidders must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. EOI submitted through modalities other than those stipulated in AEOI shall be liable to be rejected as nonresponsive. No manual EOIs shall neither be made available nor be accepted for submission (except for originals of scanned copies as per sub-clause below).
- 3) In the case of downloaded documents, Bidders must not make any changes to the contents of the documents while uploading, except for filling in the required information. Otherwise, the EOI shall be rejected as nonresponsive. Uploaded Pdf documents should not be password protected. Bidders should ensure the clarity/ legibility of the scanned documents uploaded by them.
- 4) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the Bidders, shall be taken as the reference time for deciding the closing time of EOI submission. Bidders are advised to ensure they submit their EOI within the deadline and time of EOI submission, taking the server clock as a reference, failing which the Portal shall not accept the EOIs. No request on the account that the server clock was not showing the correct time and that a particular Bidder could not submit their EOI because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.
- 5) Unless otherwise specified in AEOI, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the EOI submission deadline at mentioned venue. Failure to do so is likely to result in the EOI being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any evaluation stage.
- 6) Bidder shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 as amended from time to time.
- 7) All EOIs uploaded by Bidders to the Portal shall get automatically encrypted. The encrypted EOI can only be decrypted/ opened by the authorized persons on or after the due date and time.

The Bidder should ensure the correctness of the EOI before uploading and take a printout of the system-generated submission summary to confirm successful EOI upload.

### **8.3.2 Implied acceptance of procedures by Bidders**

Submission of EOI in response to the EOI Document is deemed to be acceptance of the e-Procurement and procedures and conditions of the EOI Document.

### **8.3.3 Responsibility of Bidder to declare all changes**

Bidders must advise the Procuring Entity immediately in writing of any material change to the information contained in the EOI submission, including any substantial change in their ownership or their eligibility or financial or performance capacity.

### **8.3.4 Late EOIs**

The Bidder shall not be able to submit his EOI after the expiry of the deadline for the EOI submission (as per server time).

## **8.4.Modification, Resubmission and Withdrawal of EOIs**

### **8.4.1 Modification & Resubmission**

Once submitted in e-Procurement, Bidders cannot view or modify their EOI since it is locked by encryption. However, resubmission of the EOI by Bidders for any number of times superseding earlier EOI(s) is allowed up to the submission deadline. Resubmission of an EOI shall require uploading of all documents afresh. The system shall consider only the last EOI submitted.

### **8.4.2 Withdrawal**

The Bidder may withdraw his EOI before the submission deadline, and it shall be marked as withdrawn and shall not get opened during the EOI opening.

## **9. EOI Opening**

EOIs received shall be opened online at the specified date and time given in AEOI. EOIs cannot be opened before the specified date & time, even by the Tender Inviting Authority, the Procurement Officer, or the Publisher. If the specified date of EOI opening falls on or is subsequently declared a holiday or closed day for the Procuring Entity, the EOIs shall be opened at the appointed time on the next working day.

## **10. Evaluation of EOIs and Post EOI conference**

### **10.1. General norms**

#### **10.1.1 Evaluation based only on declared criteria.**

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidders in its/ his EOI and other allied information deemed appropriate by Procuring Entity. Evaluation of EOIs shall be based only on the criteria/ conditions included in the EOI Document.

### **10.1.2 Clarification of EOIs and shortfall documents**

- 1) During the evaluation of EOIs, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidders to clarify its EOI by a specified date (or, if not specified, seven days from the date of receipt of such request). Bidders should answer the clarification within that specified date. The clarification request and response shall be submitted in writing or electronically. No change in the substance of the EOI shall be sought, offered, or permitted that may grant any undue advantage to such Bidder. Any clarification submitted by a Bidder regarding its EOI that is not in response to a request by the Purchasing Entity shall not be considered.
- 2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by Bidders, the original copy's text shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity. The EOI shall be liable to be rejected as non-responsive in addition to other punitive actions under the EOI Document for violating the Code of Conduct.
- 3) The Procuring Entity reserves its right to but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the EOI Opening and which have not undergone change since then and do not grant any undue advantage to any Bidder. There is a provision on the Portal for requesting Short-fall documents from the Bidders. The system allows taking the shortfall documents from Bidders only once after the EOI opening.

### **10.1.3 Contacting Procuring Entity during the evaluation**

From the time of EOI submission, no Bidder shall contact the Procuring Entity on any matter relating to the submitted EOI. If a Bidder needs to contact the Procuring Entity relating to this EOI, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the EOI process shall be construed as a violation of the Code of Integrity, and EOI shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of the Code of Integrity as per the EOI Document.

## **10.2. Evaluation of EOIs**

In evaluating the EOI, conformity to the eligibility and qualification criteria to those in the EOI Document is ascertained. Additional factors incorporated in the EOI Document shall also be considered in the manner indicated therein.

### **10.2.1 Determining Responsiveness**

Only substantively responsive EOIs shall be evaluated for shortlisting. A substantively responsive EOI is complete and conforms to the EOI Document's essential terms and conditions. Unless otherwise stipulated in the AEOI, the following are some of the crucial aspects for which an EOI shall be rejected as nonresponsive:

- 1) The EOI is not in the prescribed format or is not submitted as per the stipulations in the EOI Document.
- 2) The Bidder is not eligible to participate in the EOI as per laid down eligibility criteria;
- 3) The EOI validity is shorter than the required period.
- 4) The EOI departs from the essential requirements stipulated in the EOI document;
- 5) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations if any
- 6) fails to provide and/ or comply with the required information, instructions etc., incorporated in the EOI Document or gives evasive information/ reply against any such stipulations.
- 7) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the EOI as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the EOI Document for violating the Code of Integrity.

### **10.2.2 Evaluation of eligibility**

Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per Clause 4 above to participate in the EOI Process as per submission in 'Form 1.2: Eligibility Declarations'. The eligibility evaluation shall be on a "pass" or "fail" basis. A Bidder must achieve a "pass" on all the criteria to proceed to the next step. Any Bidder not achieving a 'pass' in any of the eligibility criteria shall be disqualified and shall not be evaluated further. EOIs that do not meet the prescribed eligibility criteria shall be rejected as nonresponsive.

### **10.2.3 Evaluation of Qualification Criteria**

Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to be shortlisted as per submission in Form 2 and its sub-forms (if any). Key Experts shall not be evaluated at the shortlisting stage. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, or any other firm(s) different from the Bidder. These qualification criteria and their evaluation are for the shortlisting process only. The Procuring Entity reserves its right to add/ vary the qualification criteria and re-examine them during the tender process that would follow this EOI.

### **10.2.4 Presentations (see Post EOI conference)**

EOIs of Bidders that succeed in the above evaluation shall be shortlisted. However, a short listing of Bidders should not be construed as a contract for the proposed assignment. The name and address of the shortlisted Bidder(s) shall be published in the Portal/website and shall be intimated by mail for post-EOI conference (Date, Time & venue) of the Procuring Entity. Shortlisted Bidders must not advertise or publish the same in any form without the prior written consent of the Procuring Entity.

### **10.2.5 Declaration of Shortlisted Bidders**

After examining the EOI, eligible/shortlisted Bidders may be asked to make presentations of their qualifications and experience and other. The Bidder shall bear all costs associated with the presentation desired by the Procuring Entity. The Procuring Entity shall not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.

### **10.2.6 Verification of Original Documents**

Before notifying the shortlist of Bidders, the Procuring Entity may, at its discretion, ask Bidders to submit for verification the originals of all such documents whose scanned copies were submitted online along with the EOI. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such EOI shall be liable to be rejected as nonresponsive in addition to other punitive actions for violating the Code of Conduct.

### **10.3. Publication of tender following this EOI**

The Procuring Entity may publish an open tender for the following procurement process through the eProcurement Portal. It shall be the responsibility of such Bidders to be on the lookout for the Tender on the Portal. The procuring entity may initiate open tender with changed `procurement/scope of work, qualification Criteria and any other terms & conditions, even if these are at variance with this EOI Document.

## **11. Grievance Redressal/ Complaint Procedure**

The bidders whose EOIs are not accepted for post EOI conference shall be intimated of such rejection. They may represent against such rejection within 5 working days of the intimation of the rejection. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

- a) Only a Bidder who has participated in the EOI Process and has not been shortlisted can make such a representation. Complaints regarding shortlisting or exclusion of other Bidders shall not be entertained.
- b) Following decisions of the Procuring Entity shall not be subject to review:
  - i) Determination of the need for procurement.
  - ii) Complaints against eligibility and qualification criteria
  - iii) Selection of the mode of procurement or Bidding system
  - iv) Choice of the selection procedure.
  - v) Provisions limiting the participation of Bidders in the EOI Process, in terms of policies of the Government
  - vi) Provisions regarding purchase preferences to specific categories of Bidders in terms of policies of the Government
  - vii) Cancellation of the EOI Process except where it is intended to subsequently re-tender the same Services

## **12. Code of Integrity in Public Procurement, Misdemeanors and Penalties:**

Code of Integrity and penalties for violation thereof as detailed in Rule 175 and Rule 151 of the General Financial Rules<sup>4</sup>, 2017 (and its amendments, if any) of the Govt of India, Ministry of Finance, Department of Expenditure shall apply to this EOI process. Procuring authorities, Bidders, suppliers, contractors, and Bidders should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, during the entire procurement Process (including this EOI) or the execution of resultant contracts.

*Note: For further details, please refer to appended AEOI.*

### **12.1 Integrity Pact**

12.2 Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

12.3 The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available
-

- ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860
  - iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
  - iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
  - v) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
  - vi) Integrity Pact lays down the punitive actions for any violation.
- 12.4 Each page of such Integrity pact proforma would be duly signed/digitally signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.
- 12.5 The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.
- 12.6 The names and contact details of the Independent External Monitors (IEM) in the event of the need of IP is as detailed below:
- |   |   |
|---|---|
| <b>Shri Jagadip Narayan Singh, IAS (Retd.)</b>                                    | <b>Shri Arun Kumar Gupta, Ex-CMD</b>  |
| <b>E.mail: <a href="mailto:jagadipsingh@yahoo.com">jagadipsingh@yahoo.com</a></b> | <b>E.mail: <a href="mailto:guptaarun55@rediffmail.com">guptaarun55@rediffmail.com</a></b> |
- 12.7 The model format of Integrity Pact is given in **Annexure-B**.

## Appendix to EOI Document (AEOI)

Expression of Interest Document No. 2025-26/CCMB/EOI/04; Tender Title: “**Liquid Nitrogen Plant**”

<b>1.0 Basic EOI Details</b>			
<b>Tender Title</b>	Expression of Interest for the <b>Liquid Nitrogen Plant</b>		
<b>Tender Reference Number</b>	<b>2025-26/CCMB/EOI/04</b>	<b>Tender ID</b>	<i>[Fill]</i>
<b>Tender Type</b>	<i>[Expression of Interest]</i>	<b>Tender Category</b>	<i>[Goods]</i>
<b>No. of Covers</b>	Single Cover	<b>Product Category</b>	<b>Liquid Nitrogen Plant”</b>
<b>the Procuring Organisation:</b>	CSIR- Centre for Cellular and Molecular Biology	<b>The Procuring Entity:</b>	CSIR-CCMB
<b>Authority on whose behalf EOI is invited</b>	Director, CSIR-CCMB	<b>Through the</b>	Stores & Purchase
<b>Tender Inviting Authority (TIA)</b>	<i>CoSP</i>	<b>Address</b>	<i>CSIR-CCMB Habsiguda, Hyderabad-500006</i>
<b>2.0 Critical Dates (Clause 6; 7; 8, and 9)</b>			
<b>Published Date</b>	<i>24.07.2025,14:30</i>	<b>EOI Validity (Days from the date of EOI Opening) – EOI Document’s Clause7.2</b>	
<b>Document Download Start Date &amp; Time</b>	<i>24.07.2025,14:30</i>	<b>Document Download End Date &amp; Time</b>	<i>15.08.2025,14:30</i>
<b>Clarification Start Date &amp; Time</b>	<i>24.07.2025,14:30</i>	<b>Clarification End Date &amp; Time</b>	<i>01.08.2025,15:00</i>
<b>EOI Submission Start Date &amp; Time</b>	<i>25.07.2025,14:30</i>	<b>EOI Submission Closing Date &amp; Time: right after the publishing of EOI</b>	<i>16.08.2025,14:30</i>
<b>EOI Opening Date &amp; Time</b>	<i>18.08.2025, 14:30</i>		
<b>3.0 Eligibility and Qualification Criteria (1.1, 1.2, 2.1, 2.2.1, 2.2.2, 2.2.3, 3, Format-1, Annexure-A, and Annexure-B etc.)</b>			

<b>4.0 Obtaining the EOI Document and clarifications (EOI Document's Clause 6)</b>	
eProcurement Portal and helpdesk for Document availability and submission	<a href="https://etenders.gov.in/e-procure/app">https://etenders.gov.in/e-procure/app</a> <a href="http://www.CCMB.res.in">www.CCMB.res.in</a>
Cost of EOI Document (INR)	[Not applicable]
	CONTROLLER OF STORES & PURCHASE, CSIR-CENTRE FOR CELLULAR AND MOLECULAR BIOLOGY HABSIGUDA, HYDERABAD,INDIA Email: <a href="mailto:spo.ccmb@csir.res.in">spo.ccmb@csir.res.in</a> ;
<b>5.0 Post-EOI Conference (Clause 2.5)</b>	
Is a Post-EOI Conference proposed to be held?	<i>Yes</i>
Place, time, and date of the Post-EOI Conference	<i>intimated to eligible bidders</i>
Place, time, and date before which Written queries for the Post-EOI conference must be received	<i>Queries are to be entertained either through the eProcurement Portal or via official email: spo@ccmb.res.in</i>
<b>6.0 Preparation and Submission and Opening of EOIs (Clause 7 and 8)</b>	
EOIs to be Addressed to	The Director, Attn: Controller of Stores & Purchase CSIR-Centre of Cellular and Molecular Biology HYDERABAD (India)
Instructions for Online EOI Submission	[ <a href="https://etenders.gov.in/e-procure/app?page=HelpForContractors&amp;service=pag e">https://etenders.gov.in/e-procure/app?page=HelpForContractors&amp;service=pag e</a> ]
EOI Opening Place	[On e-procurement portal(s) mentioned above]

## **Schedule-I: Terms of Reference (TOR)**

### **Term of Reference (TOR)/Scope of Work:**

**SCOPE OF WORK:** FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10 LITERS PER HOUR CAPACITY LIQUID NITROGEN PLANT AT CSIR-CCMB.

CSIR-Centre for Cellular & Molecular Biology (CSIR-CCMB) is one of the National Institute under the Council of Scientific & Industrial Research (CSIR), Ministry of Science & Technology, Govt. of India, CSIR-CCMB is carrying out frontier Research Laboratory in the area of Cellular & Molecular Biology. The presently having 02 Liquid Nitrogen Plant and would like to install one more 10 Liters per Hour Capacity Liquid Nitrogen Plant to take care of the present requirement.

The new plant will be installed in the existing Liquid Nitrogen Plant Room. The scope of work includes dismantling one of the existing old plant under buy back system and installation of new 10 Liters capacity Plant. The scope of work also includes Supply, installation, Testing & Commissioning of the new Liquid Nitrogen plant, Integration with existing systems and infrastructure, Performance testing and commissioning under load conditions and providing on hand training for a period of one week to the Staff at the site for Operation and maintenance.

Interested original manufacturers, Authorized Indian Dealers may submit their willingness along with details specification, literatures and other technical details only. No commercial value need to be attached/submitted at this stage. All the applicant is required to give a presentation about their products, features etc., to a duly constituted committee on the date. The presentation has to be presented in CSIR-CCCMB, Hyderabad and the date of presentation will be intimated well in advance to enable the applicant to be present.

## Schedule II: Qualification Criteria

EOI Document No. 2025-26/CCMB/EOI/04; Tender Title: “**Liquid Nitrogen Plant**”

(Ref Clause 2.3)

*Note for Bidders: Regarding this Schedule, Bidders shall submit the following forms **mandatorily**:*

- 1) Form 2: Qualification Criteria – Compliance
- 2) Form 2.1: Performance Capability Statement
- 3) Form 2.3: Financial Capability Statements

Relevant date when the specified period ends for different supporting reports shall be:

- 1) For all annual reports, the periods mentioned end with the financial [31<sup>st</sup> March– mention the year].
- 2) For other statements, the periods mentioned end on the month before the last date of EOI submission.

<b>Similar Assignments for Qualification Criteria would be:</b>	
<b>Criteria 1 General and Similar Experience:</b>	<b>Submission Form &amp; Documents</b>
<p>i) Bidders must have been into the similar business for at least last 5 years.</p> <p>ii) Eligibility Declarations</p> <p style="padding-left: 40px;">Bidder should have experience of successful supply/installation “<b>Liquid Nitrogen Plant</b>” Central/State Govt. organisation/Central Autonomous body/Central Public Sector(CPSU).</p> <p style="padding-left: 40px;">The Vendor must have its Service support office in India. He should be registered under Indian Company Act.</p>	<p>Form 1.1: Bidder Information</p> <p>Form 1.2</p> <p>Form 2.1: Performance Capability Statement.</p> <p>Enclose Certificate of Incorporation</p>
<b>Criteria 2.2 - Financial Capability Statements</b>	<b>Submission Form &amp; Documents</b>
<p>a) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 31st March 2023 and also it should have not eroded by more than 30% (thirty percent) in the last Financial year, ending on 31st March 2023. Copy of audited Balance Sheet duly authenticated by Chartered Accountant/Cost Accountant is to be submitted in support.</p> <p>b) The company should have annual Financial Turnover of Rs. <math>\geq</math> 10 crores during the last 3 years I.e. 2022-23,2023-24 and 2024-25</p>	<p>Form 2.2.1:</p> <p>Form 2.2.3</p>

# Form 1.1: Bidder Information

(Ref Clause 2.3)

(To be submitted as part of EOI)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

EOI Document No. 2025-26/CCMB/EOI/04; Tender Title: **Liquid Nitrogen Plant.**

*Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such EOIs shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the EOI Document.*

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

c) Name of the Company:	
d) Corporate Identity No. (CIN):	
e) Registration, if any, with The Procuring Entity:	
f) Date of incorporation/ start of business:	
g) Place of Registration/ Principal place of business":	
h) Number of Years in Business:	
i) Company Website URL:	
j) Complete Postal Address:	
k) Pin code/ ZIP code:	
l) Telephone nos. (with country/ area codes):	
m) Mobile Nos.: (with country/ area codes):	
n) Contact persons/ Designation:	
o) Email IDs:	
p) PAN Number:	
q) GSTIN No:	

(In case of JV/C, repeat these details for all members)

*Submit documents to demonstrate eligibility as per EOI Document's Clause 4 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – certified copy of its Registration; In case of JV, letter of intent to form JV or JV agreement.*

2) Authorization of Person(s) signing the EOI on behalf of the Bidder

- a) Full Name: \_\_\_\_\_
- b) Designation: \_\_\_\_\_
- c) Signing as:

- A sole proprietorship firm. The person signing the EOI is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the EOI is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the EOI is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.
- A Joint Venture/ Consortium. The person signing the bid is the designated lead member, as named in the JV/C agreement/ MOU or similar document in connection with the formation of the JV/C or are all future proposed members, in case (JV/C) has not been legally constituted at the time of bidding.

*Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*

3) Bidder's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorised to sign EOI for and on behalf of

[name & address of Bidder and seal of Company

## Form 1.2: Eligibility Declarations

(Ref EOI Document's Clause 2.3)

(Along with supporting documents, if any)

EOI Document No. 2025-26/CCMB/EOI/04 Tender Title: "**Liquid Nitrogen Plant**"

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

*[Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]*

### Eligibility Declarations

*(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)*

We hereby confirm that we comply with all the stipulations of EOI Document's Clause 4.1 of the EOI Document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as and when it may be requested:

1) **Legal Entity of Bidder (in reference to EOI Document clause 4.1:**

\_\_\_\_\_ relevant documents enclosed)

2) **Eligibility:** We solemnly declare that we (including our affiliates or subsidiaries, or constituents):

- (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- (b) (including our affiliates or subsidiaries, or constituents for any part of the assignment):
  - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its procurement processes; and/ or
  - ii) Are not convicted (within three years preceding the last date of EOI submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities for offences mentioned in EOI Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- (c) Do not have any association (as Bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the EOI Document.
- (d) We certify that we fulfil any other additional eligibility condition if prescribed in EOI Document.
- (e) We have no conflict of interest, which substantially affects fair competition. The quoted prices are competitive without adopting unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other Bidder to submit or not to submit an EOI to restrict competition.
- (f) We certify that we are not an entity from a country identified to restrict Bidders from India from participation in their Government Procurements as per EOI clause 4.2.1

3) **Restrictions on procurement from Bidders from a country or countries or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:**

*“We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

- a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) we shall not subcontract any assignment to a contractor from such countries unless such contractor is registered with the Competent Authority.*

4) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties.

.....

(Signature with date)

.....

(Name and designation)

## Form2.1: Performance Capability Statement

### Statement of successful supply-“Liquid Nitrogen Plant”

\* (During last 5 years as specified in Schedule II: Qualification Criteria)

(Ref EOI Document’s Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of EOI)

EOI Document No. 2025-26/CCMB/EOI/04; Tender Title: “**Liquid Nitrogen Plant**”

Bidder’s Name \_\_\_\_\_

Bidder’s Reference No. \_\_\_\_\_ Date.....

*The list below is indicative only. You may attach more documents as required to highlight your past performance. Add additional details not covered elsewhere in your EOI in this regard. Statements and Documents may be mentioned/ attached here.*

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered item	Value of order	Date of completion of delivery as per order	Date of actual installation & commissioning	Attach a certificate from the purchaser / Consignee for Satisfactory performance	Name of Contact person along with Telephone No., FAX No. and e-mail address

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

Place :

Date :

**Form 2.2 Financial Capability Statements**

(Ref EOI Document’s Clause 2.3, Schedule II: Qualification Criteria)

(On Company Letter-head)

EOI Document No. 2025-26/CCMB/EOI/04; Tender Title: **“Liquid Nitrogen Plant”**

Bidder’s Name \_\_\_\_\_

Bidder’s Reference No. \_\_\_\_\_ Date.....

*Note to Bidders: Fill out this Form for the Bidder and each member of a joint venture or other association that is a party to the Bidder to highlight conformance to Criteria 2: Financial Capability.*

**Form 2.2.1: Financial Statements and Ratios (Net Worth)**

*Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this Form.*

<b>Financial Data for Previous Two (2) Years</b>		
<b>Year</b>	<b>Year 1:2023-24</b>	<b>Year 2:2024-25</b>
<b>Information from Balance Sheet</b>		
<b>Total Assets</b>		
<b>Total Liabilities</b>		
<b>Net Worth</b>		
<b>Current Assets</b>		
<b>Current Liabilities</b>		
<b>Working Capital</b>		
<b>Information from Income Statement</b>		
<b>Total Revenues</b>		
<b>Profits Before Taxes</b>		
<b>Profits After Taxes</b>		

- Attached are copies of financial statements (either audited financial statements supported by audit letters or certified financial statements by chartered accountant supported by tax returns), complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or a member of a Joint Venture or other Association and not a sister or parent company.
- A Chartered accountant must audit historical financial statements.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

.....

(Signature with date)

[name & address of Bidder and seal of Company]

### **Form 2.2.3: Average Annual Turnover**

(Ref EOI Document's Clause 2.3)

EOI Document No.2025-26/CCMB/EOI/04; Tender Title: **“Liquid Nitrogen Plant”**

Bidder's Name \_\_\_\_\_

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in these forms.*

<b>Annual Turnover Data (Rs Crores) for the Last Three (3) Years</b>		
<b>Year</b>	<b>Total Turnover Amount</b>	
2022-23		
2023-24		
2024-25		

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

Place :

Date :

### Form3: Checklist for Bidders

(Ref EOI Document's Clause 2.3)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

EOI Document No. 2025-26/CCMB/EOI/04; Tender Title: **“Liquid Nitrogen Plant”**.

*Note to Bidders: This check-list is merely to help the Bidders to prepare their EOIs, it does not override or modify the requirement of the EOI. Bidders must do their own due diligence also.*

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- EOI Form (to serve as covering letter and declarations)	
2.	Form 1.1: Bidder Information and Power of attorney and Registration Certificates etc.	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
4.	Form2: Qualification Criteria - Compliance	
7.a	<b>Form 2.1, 2.2,2.3 to support Form 2 along with supporting documents</b>	
5.	Any other requirements, if stipulated in AEOI; or if considered relevant by the Bidder	

.....

(Signature with date)

[name & address of Bidder and seal of Company]

# Format1: Authorization for Attending Post-EOI Conference

(Refer EOI Document's Clause2.5)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To

The Director, through

Head of Procurement

Procuring Organization

[Complete address of the Procuring Entity]

Ref: EOI Document No.2025-26/CCMB/EOI/04; Tender Title: **"Liquid Nitrogen Plant"**

Subject: Authorization for attending Post-EOI Conference on \_\_\_\_\_ (date).

Following persons are hereby authorized to attend the Post-EOI Conference for the EOI mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Post-EOI opening.

Signatures of Bidder

or

[name & address of Bidder and seal of Company

**Self Certification for Make in India**

Having read and understood the Public Procurement (Preference to Make in India PPP – MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

We hereby certify that as per the above referred Order, based on the \_\_\_\_\_ percentage (supplier is required to indicate the percentage) of local content in the product offered by us against EOI No. \_\_\_\_\_, we are

Class-I Local Supplier

Class-II Local Supplier

Non-Local Supplier

(Tick the appropriate category above)

The details of the item(s) and location(s) at which the local value addition is made is as below:

Sr. No.	Name of the item(local content)	Full Address of the Location where local content added
1.		
2.		

We also certify that if the details are found to be false then it shall be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Place:

Date:

Authorised Signatory.

Name:

Company Seal.

**ANNEXURE-B**

**Format of Integrity Pact**  
(Refer para 5.1.2 (ix) (k) of the CSIR Manual)

**INTEGRITY PACT Between**

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_ hereinafter referred to as “The Principal” and .....herein referred to as “The Bidder/ Contractor.”

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

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

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

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

CSIR-CCMB

- 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

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.
- 10) The names and contact details of the Independent External Monitors (IEM).

**Shri Jagadip Narayan Singh, IAS (Retd.)**  
E.mail: [jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)

**Shri Arun Kumar Gupta, Ex-CMD**  
E.mail: [guptaarun55@rediffmail.com](mailto:guptaarun55@rediffmail.com)

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)

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

Place.....

Place.....

Date.....

Date.....

Signature of Witness 1:  
(Name & Address):

Signature of Witness 2:  
(Name & Address):