**Basic Details**

Organisation Chain	Council of Scientific and Industrial Research CECRI Karaikudi Purchase -CECRI-CSIR		
Tender Reference Number	18-42(03)/NIT01/2022		
Tender ID	2022_CSIR_648908_1		
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	As Per Tender Document

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	ALL DOCUMENTS ASKED AS PART OF TECHNICAL BID
2	Finance	.pdf	PRICE BID AS PER FORMAT
		.xls	PRICE BID AS PER FORMAT

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	10,00,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	DIRECTOR, CSIR-CECRI	EMD Payable At	KARAIKUDI

Work /Item(s)

Title	18-42(03)/NIT01/2022				
Work Description	NIT For OPERATION AND MAINTENANCE OF NATIONAL FACILITY ON LITHIUM ION BATTERY OF CSIR-CECRI, AT CHENNAI				
Pre Qualification Details	SEE TENDER DOCUMENT				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	40,00,000	Product Category	Miscellaneous Services	Sub category	OPERATION AND MAINTENANCE
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	1095
Location	CHENNAI	Pincode	600113	Pre Bid Meeting Place	ONLINE
Pre Bid Meeting Address	THROUGH MS TEAM LINK AVAILABLE IN THE TENDER DOCUMENT	Pre Bid Meeting Date	14-Mar-2022 10:00 AM	Bid Opening Place	KARAIKUDI
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

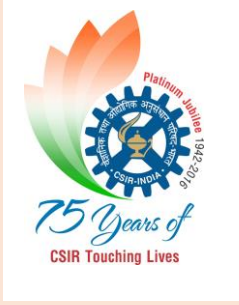
Publish Date	25-Feb-2022 03:15 PM	Bid Opening Date	23-Mar-2022 03:30 PM
Document Download / Sale Start Date	25-Feb-2022 03:15 PM	Document Download / Sale End Date	23-Mar-2022 03:00 PM
Clarification Start Date	25-Feb-2022 03:15 PM	Clarification End Date	08-Mar-2022 06:00 PM
Bid Submission Start Date	15-Mar-2022 09:00 AM	Bid Submission End Date	23-Mar-2022 03:00 PM

Tender Documents

NIT Document					
	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	TENDER DOCUMENT	732.87	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	NIT.pdf	TENDER DOCUMENT	732.87

Tender Inviting Authority

Name	DIRECTOR
Address	CSIR-CECRI, KARAIKUDI



वै.औ.अ.प - केन्द्रीय विद्युत रसायन अनुसंधान संस्थान
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)

कारैकुडी - ६३० ००३, तमिलनाडु

CSIR - CENTRAL ELECTROCHEMICAL RESEARCH INSTITUTE
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
KARAIKUDI – 630 003, TAMIL NADU

Tel #: 04565-241506 and Fax #: 04565- 227779

e-mail: director@cecni.res.in / ttbd@cecni.res.in

**TENDER DOCUMENT FOR OPERATION AND MAINTENANCE OF NATIONAL
FACILITY ON LITHIUM ION BATTERY OF CSIR-CECRI, AT CHENNAI**



File Number: 18-42(03)/NIT01/2022

Date: 25.02.2022

“NOTICE INVITING TENDER (NIT) for OPERATION AND MAINTENANCE OF NATIONAL FACILITY ON LITHIUM ION BATTERY OF CSIR-CECRI, AT CHENNAI”

1. Preamble:

CSIR has launched a Mission Mode Project entitled “CSIR Innovation Centre for Next Generation Energy Storage Solutions (ICeNGESS)” and is being implemented at CSIR–CECRI’s Chennai Center at CMC, Taramani, Chennai.

The project envisages establishing a state-of-the-art pilot plant fabrication facility for a demonstration to Indian industries and MSMEs and to implement the in-house developed battery technologies of CSIR–CECRI in the facility, demonstrate Lithium-ion batteries (LIB) fabrication, impart training, nurture sustainable R&D for futuristic energy storage, offer handholding business opportunities to private sector/ industries through Technology Transfer apart from the creation of avenues through Technical Incubation to encourage investors to start-up with new LIB enterprises. Being the first of its kind publically funded facility, the prime objective is to build the Indian eco-system and indigenous supply chain for its end-to-end demonstration of LIB technology, which in turn would encourage Indian industries to come forward with more confidence and to invest and implement LIB technology in the nation in line with the objectives of Atma Nirbhar Bharat.

CSIR–CECRI is establishing a National Facility on Lithium-ion cells fabrication in the name of ICeNGESS in two phases; with an objective of producing 18650 cylindrical cells at its Phase I in the order of 1000 cells per day in Chennai and the production of 21700 cylindrical cells under Phase II.

In this regard, CSIR–CECRI, Karaikudi invites Notice Inviting Tender (NIT) for its Phase I activities from Private companies / PSUs with competency on business track record, infrastructure, manufacturing & marketing experience.

2. Scope of work:

- a) Practice NMC based LIB technology to nurture localized LIB manufacturing in large scale in the country.
- b) Operation and Maintenance of established National Facility on LIB cell fabrication (Phase I: 18650 Cylindrical Cells) at Chennai, effectively after April 2022.
- c) Establishment of the supply chain locally for all the raw materials including supply of battery active materials and building up of user network for 18650 LIB cells / batteries for different applications.
- d) Product customization, testing, marketing and validation of finished products
- e) Operation and maintenance of the facility at their own cost.
- f) The company will be responsible for all post-sales litigation including product defect liability enforced by any party for whatever reason and indemnify CECRI on this account.
- g) Any IP that is developed by the company during the operation of the facility / fabrication



processes will be jointly owned equally by CECRI and the company and will not be published by the company without the express consent of CECRI

- h) AMC is mandatory for all the equipment after completion of warranty period. AMC charges should be paid to CSIR–CECRI by the bidder.



3. List of assembly & test equipment / facilities

Process	Equipment
Mixing	Raw material feeding system
	Cathode mixing
	Anode mixing
Coating	Cathode coater (slot die coating)
	Anode coater (slot die coating)
Baking	Three Chamber Vacuum oven
Roll press	Cathode and anode continuous roll press machine
Slitting	Continuous Slitting Machine
Baking	High vacuum oven
Electrode sheet making	Cathode electrode sheet making
	Anode electrode sheet making
Winding	Automatic winding machine
Cell Assembly	Automatic shelling machine
	Automatic bottom welding machine
	Automatic grooving machine
	Automatic cap welding machine
Baking	High vacuum oven
Electrolyte injection & sealing	Electrolyte Injection Machine
	Crimping machine
Cleaning	Cleaning Machine
Package	Sleeving machine
Formation	Formation tester machine
Grading	Grading machine
Utility equipment and other small equipment (planned expenses)	DI Water plant
	Dry air compressor
	NMP Recovery Unit
	Nitrogen Generator
Dry room and related civil & electrical infrastructure	Constituents of Dry room

4. Human resource and HR policy:

- a) The company / industry shall provide all the required workforce (comprising of Graduate engineers, Diploma engineers & Technicians etc.) to operate the National Facility 24/7 who will be deemed to be the employees of the company. CSIR–CECRI in no case will be the principal employer of the workforce of the company.
- b) The company / industry shall have a HR Policy of retaining trained work force. This is very essential since attrition would lead to derailment of fabrication activities, affect quality that results in delays in delivery schedule and lead to risk involved in the contractual obligations. At any point of time, they should always have an optimum work force to run the facility

5. Training of company / industry workforce

CSIR–CECRI shall impart essential training to the identified team in the assembly line equipment and testing of products.

6. Other requirements

6.1 Security

Company / industry workforce shall comply with security regulations of CSIR-CMC at Taramani, Chennai in force from time to time during the currency of the contract.

6.2 Safety

Company / industry workforce shall abide by all regulatory safety stipulations as applicable.

6.3 Secrecy

The Company / industry and all their workforce shall abide by INDIAN OFFICIAL SECRET ACT in vogue and shall provide information of awareness of the above in writing. They shall execute a non-disclosure statement in this regard

7. Pre-Bid Conference

Prospective companies may email their queries/doubts regarding this NIT document on or before **08.03.2022** using the Google Form given below.

<https://forms.gle/Z1wtmbqed1TPEhqTA>

A pre-bid conference will be held virtually on **14.03.2022** between 10.00 – 14.00 hrs. The link for the pre-bid conference is given below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmE0ZWMyZjQtYmEyMy00NTNiLWFkZjgtZTU5NTNhYTYEYND%20A4%40thread.v2/0?context=%7b%22Tid%22%3a%22b867f20e-8a9c-4603-b5ab-39c3840dfb64%22%2c%22Oid%22%3a%2291093887-b8df-4029-9bef-a4a99d1afb03%22%7d

Companies not participated in the pre-bid conference will also be considered based on their timely response (on or before **23.03.2022**) to this NIT.



The minutes of the Pre bid meeting will be uploaded in the CECRI website. This NIT may be amended based on the discussions in the Pre bid conference.

8. Following are the criteria for scrutiny of proposals / Technical bid:

8.1 General

The interested company / industry shall ensure that their response along with below stated annexures to reach CSIR-CECRI on or before **23.03.2022**; 3.00 p.m:

Annexure–I– General Information.

¹Annexure–II– Annual Audited Financial Statements including Auditors report to be provided.

Annexure–III– CV of Key Staff to be involved.

Annexure–IV– Reference list and details of Existing Projects / Activities /Manufacturing facilities to be provided.

Annexure –V– Business plan

Annexure–VI– Other documents

Annexure–VII– Price bid format

8.2 Technical:

The eligibility criteria for the company to submit bid are as below:

- a) The company / industry shall possess highly qualified human resource with strong research base and adequate knowledge, skill and experience in the areas of manufacturing, quality control and maintenance of facilities. Knowledge and ability is essential on the part of Quality Control (QC) personnel to assess / evaluate performance parameters and adhere to stringent quality stipulations. The company / industry should be conversant with safety practices.
- b) The company should enclose a detailed business plan / model explaining their strategy for utilizing this National Facility giving time schedule for taking up fabrication, market testing, scaling up to full fabrication level of the facility etc.
- c) The applicant / company / industry must have prior experience in practicing any technology in the form of plant / production unit / established company and known to customers / market for their product
- d) The company should receive ToT from CSIR-CECRI (as per T&C) for LIB cell making. However, they are free to practice non-infringing technology for LIB fabrication.
- e) The Company must possess capability for R&D, Design, Engineering and Manufacturing.

Supporting documents in favour of aforesaid points (a-e) should be submitted.

8.3 Financial

8.3.1 Company / Industry should meet out the complete operating cost (electricity, water, raw materials, manpower, etc.) of the fabrication facility for its operation and maintenance including AMC.

8.3.2 Company that offers highest royalty (in rupees per cell) monthly to CSIR-CECRI (minimum Rs 1 Lakh per month) will be selected provided it meets all

¹ Start-ups with excellent track record credentials in LIB making are exempted from Annexure II

other criteria stipulated in this Tender. However, this minimum royalty share will be applicable from second year onwards in order to provide sufficient time to stabilize the fabrication at the plant for its full capacity. During the first year, the company may offer a royalty of minimum Rs. 2.5 Lakh (assuming that they will be establishing/conversant with the fabrication facility by attempting 50 % fabrication capacity) and from second year onwards the company may pay their royalty, as per their quote.

- 8.3.3 CA certificate as per Annexure II should be enclosed
- 8.3.4 The company should insure the facility in the name of CECRI (valued policy) for an asset value of Rs. 3 Crore at their own cost against any kind of loss / damage due to natural/other causes viz. fire, theft, arson, looting etc. including fire originating from / within the equipment.
- 8.3.5 The successful bidder will sign a MoA with CSIR–CECRI within 30 days from the date of award of contract, valid for a minimum agreement period of 3 years and extendable for another 2 years with mutual consent.

8.4 Others

- 8.4.1 The Bidder shall enclose the following documents:
 - a) Copy of Company registration certificate issued by statutory authority (duly attested by Notary Public).
 - b) Copy of Memorandum and Article of Association (duly attested by Notary Public).
- 8.4.2 Legal Entity: The bidder must be a registered company in India, registered under the Companies Act 1956/2013.
 - a) Company Profile (Annexure I)
 - b) Memorandum & Articles of Association
 - c) Copy of Certificate of Incorporation
- 8.4.3 The Bidder should have valid PAN and GSTIN. Copy of GSTIN & PAN should be enclosed
- 8.4.4 Blacklisting Declaration that the bidder has not been banned or delisted by any Govt. of India or Quasi Govt. Agencies or PSUs. If banned / delisted, the fact must be clearly stated. Self-Declaration on company letter head is important.

9. Terms and Conditions

- 9.1 The bidder should furnish a bid security of Rs. 10.00 Lakh in the form of BG / FD / DD / BC from scheduled commercial banks at the time of submission of tender. The bid security will be returned to unsuccessful bidder on rejection of their bid. Contract will be awarded to the successful bidder and the bid security of successful bidder will be retained till their submission of Performance Security which will be paid before handing over of facility for fabrication.
- 9.2 The successful bidder should furnish a Performance Security of Rs. 20.00 Lakh. The bidder in case of any agreement period being extended will extend the performance security. Accordingly, the security will be invoked in case of any default by the bidder during the performance of the contract or for any

breach of contractual conditions / obligations.

- 9.3 Bid Validity Period: The offered bid shall be **valid for a period of 90 days** from the last date of tender submission of Bids as per Tender Document.
- 9.4 Both the parties (CSIR-CECRI and the successful bidder) can after completion of contract agreement or termination of contract due to cause or pre-closure/force majeure, can engage in the LIB fabrication / research etc. In short, there is no Non-Compete Clause in this NITs to the equipment / infrastructure and cost of repair and maintenance should be borne by the company / industry apart from the AMC of complete set of equipment available in the facility.
- 9.5 If the bidder after successful bid of the NIT, wishes to withdraw from the contract prior to completion of contract period, then the bidder has to compensate CSIR-CECRI the loss of share of royalty for the remaining period of the financial year on Pro-rata basis and to forego the performance security.
- 9.6 Company / industry should comply with all other government regulations during fabrication.
- 9.7 Termination for cause: The contract shall cease to exist if the facility is not operated for a period of two successive months except during force majeure
- 9.8 CSIR-CECRI reserves the right to inspect, regulate and monitor any or part of the fabrication activity / condition of the equipment without prior notice by authorized representative(s).
- 9.9 CSIR – CECRI reserves the right to utilize the facility for its skill development activities / demonstration with prior notice.
- 9.10 The successful bidder shall not sub-contract / sub-let the facility to any third party.
- 9.11 This NIT is subject to the jurisdiction of Courts in Tamil Nadu.

10. Purchase of NIT Document

The NIT document shall be downloaded from CPPP Portal (eprocure.gov.in) and CSIR-CECRI website www.cecri.res.in free of cost.

11. Clarifications on the NIT Document

All clarifications regarding this NIT document should be sought through the Google Forms prior to the pre-bid conference. Clarifications sought after pre-bid conference will not be entertained. No extension of the time or date of submission of bid for submission will be provided on the ground that CSIR-CECRI has not responded to any query / clarification raised by any bidder.

12. Amendment of Terms and Conditions of NIT

- 12.1 CSIR-CECRI may at its discretion or as a result of a query, suggestion or comment of a Bidder, may modify the NIT document by issuing an amendment or a corrigendum at any time before opening the NIT. Any such Addendum or Corrigendum will be uploaded on CPP Portal (eprocure.gov.in) and CSIR-CECRI's website www.cecri.res.in and the same will be binding on all the Bidders invariably.
- 12.2 CSIR-CECRI at its discretion may extend the due date of submission of NIT and the



decision of CSIR–CECRI in this regard would be final and binding on the responsive bidders. In the event of changes in the time schedule, CSIR–CECRI shall notify the same in CSIR–CECRI website www.cecni.res.in. Interested Bidders are advised to check the CECRI website regularly for corrigendum / addendum, if any, which will be published.

- 12.3 No oral modification or interpretation of any provisions of this NIT shall be valid. Written communication shall be issued by CSIR–CECRI when changes, clarifications or amendments to the NIT document are deemed necessary by CSIR–CECRI at its own discretion.
- 12.4 Bid submission should be in English language. Bid response should be free from correction, over writing, erasures etc. Duly authorized representative of the Applicant shall sign on each page of the Bid document. Bid documents should be prepared in such a way to provide a straight forward, concise description of Applicant and capabilities to satisfy the requirements of this NIT.
- 12.5 If at any time during the examination, evaluation and comparison of technical or price bid, CSIR–CECRI at its discretion can seek from the Bidder for the clarification / additional documents on its response to NIT. The request for clarification and the response shall be in writing. However, post submission of bid, no clarification at the initiative of the Bidder shall be entertained.
- 12.6 Canvassing by respondents in any form, including unsolicited letters on bid submitted or post corrections shall render their bid response liable for rejection.
- 12.7 All cost and expenses associated with the submission of this NIT shall be borne by the Bidder while submitting the bid. CSIR–CECRI shall have no liability, in any manner in this regard, or if it decides to terminate the process of short listing for any reason whatsoever.
- 12.8 Conditional offers will be summarily rejected. Technical bid or Price bid which is found to be incomplete in content and / or authentication etc. is liable to be rejected. All bids should be signed on each and every page by the authorized signatory. Unsigned bids will be rejected without any recourse and ab initio.
- 12.9 No Agent / Agents or third party / parties will be engaged by CSIR–CECRI in this process.
- 12.10 CSIR–CECRI is not responsible for any firm / agency expression or representing to express himself / herself / themselves to be the agent or third party representing CSIR -CECRI in this process.
- 12.11 It is advised to deal directly with Head, Technology Transfer & Business Development (TTBD), CSIR–CECRI who is the authorized signatory to this document for and on behalf of CSIR–CECRI.

12.12 Non-compliance to any of the instructions may result in Bid being ignored.

12.13 Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this document may be considered non-responsive and may be liable for rejection. No further correspondence will be entertained with such Bidders in this regard.

12.14 CSIR-CECRI reserves the right to accept a response to NIT notification or reject any or all of them or withdraw the Notice at any stage of processing without assigning any reason whatsoever. Such an event would not cause any obligation on the part of CSIR-CECRI to any responsive bidders.

13. Notices and communication

Director

CSIR-Central Electrochemical Research Institute

Karaikudi-630 003

Sivaganga District

Tamil Nadu

Tel #: 04565-241506 and Fax #: 04565-227779

Email: director@cecni.res.in / ttbd@cecni.res.in


14. Instructions to Bidder for preparation of bid

1. NIT is invited under the Two cover system. A technical bid consisting of the following documents should be furnished.

- a) General Information. – Annexure I
- b) Financial status of applicant – Annexure II
- c) CV of Key staff – Annexure III
- d) Reference list – Annexure IV
- e) Business plan – Annexure V
- f) Copy of incorporation of company, MOA and AOA
- g) Copy of GST
- h) Copy of PAN
- i) CA certificate for turnover
- j) Proof for Supply chain for raw materials
- k) Proof for Supply chain for products
- l) Self-declaration regarding black listing of company
- m) Integrity pact duly signed.
- n) Bid Security in the form of BG / FD / DD / BC for Rs. 10.00 Lakh.
- o) Document showing the experience for practicing LIB technology
- p) Technical response sheet.
- q) Commitment letter for operation and maintenance cost of the facility.

2. The following documents shall comprise the price bid.

- a) Royalty in Rupees per cell duly signed in the format.
3. The technical bid and price bid shall be kept in two separate envelopes duly marked as Technical bid and Price bid. These two envelopes must be kept in a larger envelope and sealed. The larger envelope should be marked as "Response to NIT for O and M of LIB National Facility".
 4. The larger envelope should reach CECRI Director's office on or before **23.3.2022** at 3.00 p.m. or it should be dropped in the box kept at Director's office before the due date and time. Any delay in delivery of the envelope by courier / postal / person will not be the responsibility of CSIR-CECRI.
 5. The technical bids alone will be opened at 3.30 p.m. the same day in the presence of authorized representatives if any. The price bid(s) of the shortlisted bidders alone will be opened after a notice of 3 days by email. The unopened price bid(s) of unsuccessful bidders will be returned to them.
 6. Bids received after due date and time but before the opening of technical bids and bids received after the opening of technical bids will be returned to the bidder unopened. Late and delayed bids will be returned to the bidder.
- 15. The following is the address of the Independent external monitor (IEM).**
Shri Prabhakaran Palaniappan, IAS (Retd.)
New No. 9, (Old No. 4B/14),
Venkateswara Nagar, 3rd Street
Adyar, Chennai (TN)
PIN - 600 020
Mob: +91 9841280533
Email: pprabakaranias@gmail.com



Head TTBD
On behalf of Director, CSIR-CECRI, Karaikudi

ANNEXURE- I

GENERAL INFORMATION

The following details should be submitted along with Tender.

Sr. No.	Documents	Details
A	Company Profile	
1	Name of the Organization: Website	
2	Name of the Contact Person: a) Name: b) Address c) Telephone: d) Fax: e) E-Mail: f) Mobile No. :	
3	Year of Incorporation	
4	Type of Organization a) Public Sector / Limited / Private Limited / Partnership / Proprietary / Society / Any other b) Whether 'Foreign Equity Participation (Please give name of foreign equity participant and percentage thereof) c) Names of Directors of the Board/ Proprietors d) Name and address of NRI(s), if any	
5	Category of the firm: Large / Medium / Small scale unit	
6	Address of the Registered Office:	
7	Number of Offices with addresses (Excluding Registered Office): a) India b) Abroad	
8	Certificate of registration as a manufacturing unit	
9	Permanent Account Number	
10	GST Number	

B.	Essential Requirements	
11	Status of ISO Certification	
12	Whether prospective company has R&D, Design, Engineering, Manufacturing capabilities	
13	Whether the Company can provide non-infringing technology solutions for manufacturing	
14	The turnover is to be supported by financial statement of accounts / Annual reports duly certified by a Chartered accountant / Balance sheets of last 3 years / Income tax returns for the last 3 years period.	
15	Black Listing declaration	
16	Validity of the Period	

Place:

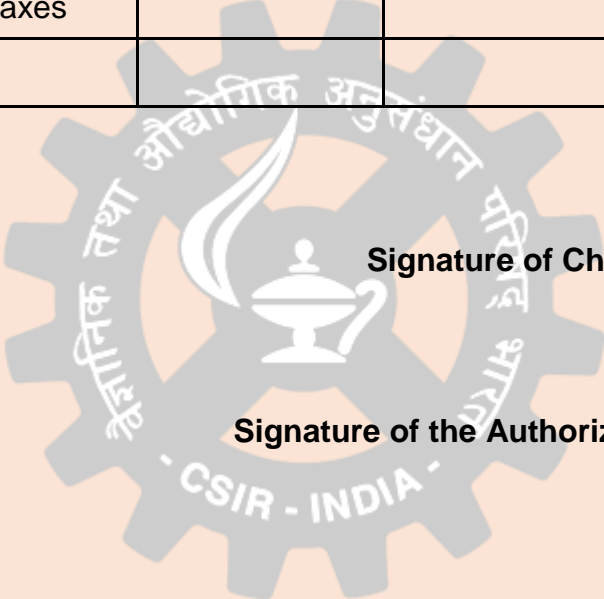
Date:

Signature with Name & Seal:



Annexure II**FINANCIAL STATUS OF THE APPLICANT**

Sr. No.	Year	2019-20	2020-21
1	Total assets		
2	Current assets		
3	Total liabilities		
4	Profit before liabilities		
5	Profit before taxes		
6	Profit after taxes		
7	Turnover		



Signature of Chartered Accountant

Signature of the Authorized representative(s)

Annexure III

CV of Key Staff Members to be involved

Name of the Staff		
Designation		
Mobile Number		
Years with the Applicant firm		
Position in the Proposed project (describe degree of responsibility also)		
Qualifications (Technical and General)		
Membership in professional bodies		
Experience and Training (Relevant in the context of assignment)		
Employment Record		
Name of the Firm	Position Held	Years of Employment

Signature of the Authorized representative(s)

Annexure-IV**Reference list and details of Existing Projects / Manufacturing facilities**

Annexure - V**Business Plan**

Format of Integrity Pact

INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by Director CSIR CECRI, Karaikudi hereinafter referred to as "The Principal".

Andherein referred to as "The Bidder / Contractor."

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe 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 Bidders" 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 Bidders" is annexed and marked as Annexure.
- (e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the

Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)
(Office Seal)

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

Place.....

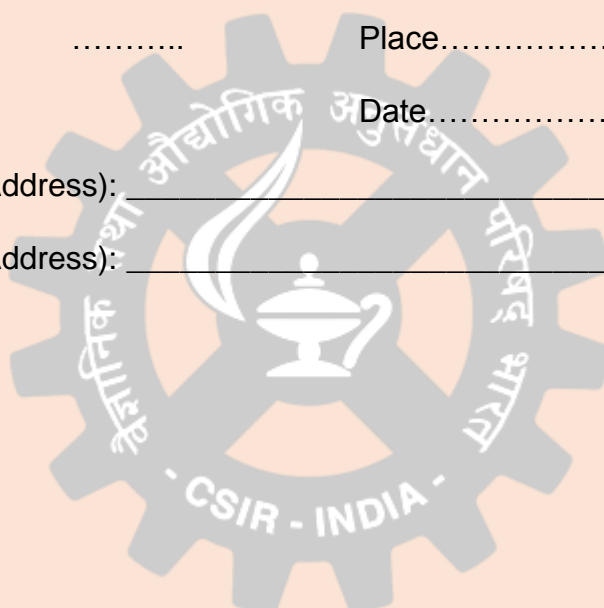
Place.....

Date.....

Date.....

Witness 1: (Name & Address): _____

Witness 2: (Name & Address): _____



Format for declaration by the Bidder for Code of Integrity & conflict of interest**(On the Letter Head of the Bidder)**

Ref. No: _____

Date _____

To,
Director
CSIR-CECRI
Karaikudi

Madam,

With reference to your Tender No. _____ dated _____
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:

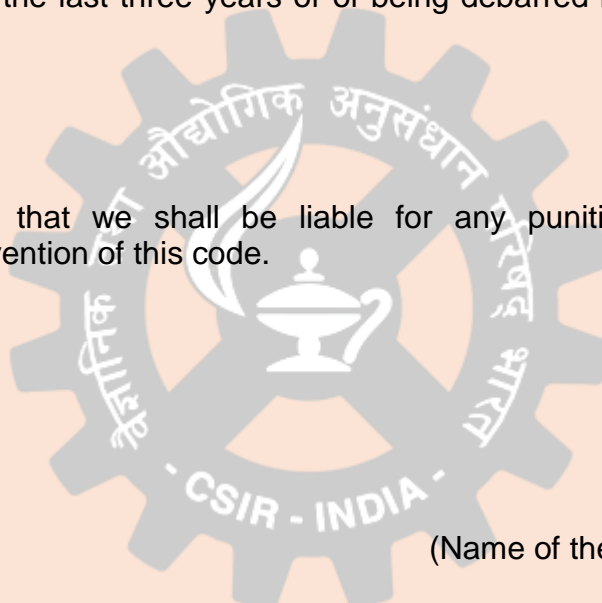
- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal





Price Bid format

(in the letterhead of the bidder)

Ref. No: _____

Date _____

To,
Director
CSIR-CECRI
Karaikudi

Madam,

With reference to your Tender No. _____ dated _____
I/We Hereby offer Royalty of Rs. _____ Per cell.

We understand and accept that the minimum profit share in the first year of operation will be Rs. 2.50 lakh.

We also understand and accept that the royalty share of annually from second year will be minimum Rs. 5.00 lakh.

We also understand and accept that the Bid Security / Performance security will be forfeited in case of any violation or transgression committed by us, in addition to other legal action that may be taken by CECRI.

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

**Forms****BID SECURITY FORM**

Whereas _____ (hereinafter called the "BIDDER") has submitted their offer dated _____ for the supply of _____ (herein after called the "tender") against the tender enquiry No. _____ KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Bidder")

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the Bank)

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

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



PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

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

AND WHEREAS it has been stipulated by you in the said contract that the bidder 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 bidder such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, 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 bidder 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 bidder 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 bidder 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.

Selection Criteria:**Technical Response Format:**

Sr. No	Evaluation Criteria	Marks
1	Knowledge on self / licensed LIB Technology and its implementation (Supporting Document to be enclosed)	10
2	Supply Chain for Raw material (Purchase invoice / Tie-up / Contract Copy to be enclosed)	10
3	Supply chain for 18650 LIB Cylindrical cells Supporting Document in the form of Work Order to be enclosed	10
4	Academically and technically qualified HR (Supporting Documents to be enclosed)	10
5	Action plan / Readiness to setup captive manufacturing unit (supporting document to be submitted)	10
Total Marks		50

Bidders who obtain a minimum of 30 Marks out of Total 50 Marks shall be declared technically qualified subject to other conditions being fulfilled

