



RFवै.औ.अ.प.- सूक्ष्मजीव प्रौद्योगिकी संस्थान
CSIR –INSTITUTE OF MICROBIAL TECHNOLOGY (IMTECH)
SECTOR 39-A, CHANDIGARH-160036
GSTIN – 04AAATC2716R2ZM

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Tender Notice No. IMT/2023/206

Dated: 01/February/2023

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Title – AMC of PTI PSIII Peptide Synthesizer (Qty- as per Annexure VI)

The Director, CSIR-IMTECH invites bids in **Sealed Envelopes/E-mail** for **AMC of PTI PSIII Peptide Synthesizer** to be used in this institute for research and development work. The bidders are requested to submit bids in **Sealed Envelopes/E-mail** strictly as per the specifications, terms & conditions mentioned in the tender document.

The tender document contains the following:

Annexure-I	Instructions for Online Bid Submission
Annexure-II	Schedule of Requirement
Annexure-III	Price reasonability Certificate
Annexure-IV	Questionnaire
Annexure-V	Terms and Conditions
Annexure-VI	Specification / Requirement & Scope of Work
Annexure-VII	Tender Acceptance letter
Annexure -VIII	Manufacturer's Authorization Form
Annexure -IX	Compliance Sheet
Annexure-X	Price Schedule
Annexure -XI	Certificate for Tenders

CRITICAL DATE SHEET

Tender No	IMT/2023/206
Name Of Organization	CSIR-IMTECH, CHANDIGARH
Tender Publishing Date	01/February/2023 at 06.00 PM
Document Download Start Date & Time	01/February/2023 at 06.00 PM
Bid Submission Start Date and Time	01/February/2023 at 06.00 PM
Bid Submission End Date and Time	08/February/2023 at 05.00 PM
Date and Time for Opening of Bids	08/February/2023 at 05.30 PM
Address for Communication	The Director CSIR-Institute of Microbial Technology, Sector 39-A, Chandigarh Email:-spo@imtech.res.in , purchase@imtech.res.in

Stores & Purchase Officer
For and On behalf of CSIR

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. Bids must be mandatorily submitted through **Sealed Envelopes/E-mail**.
2. Payment will be made for contract / AMC/ Supply on half yearly basis subject to production of Service Reports / supply Bills etc.
3. No Advance payments will be made in any term.
4. **Price Schedule should MANDATORILY be submitted as Scanned copy through Email detailed prices neatly typed with sign and stamp.**
5. Bids are invited in **Single Bid System**.
6. EMD will be **NIL** in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque in favour of Director, IMTECH, Chandigarh. The EMD has to be submitted in offline mode. The EMD must reach us before the opening of the bid, failing which the tender shall be summarily rejected. The Scanned copy must be attached along with online bid.
7. In case, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
8. The Director, CSIR-IMTECH, Chandigarh reserves the right to accept or reject any or all the tenders.
9. The Firms are also required to upload copies of the following documents:
 - a. GST Certificate/Scanned copy of GST No of the Firm.
 - b. Scanned copy of PAN Card in the name of firm/proprietor.
 - c. Scanned copy of completed Questionnaire.
 - g. Scanned copy of RTGS/Bank details of the firm
 - h. Scanned copy of undertaking duly filled in and signed by owner/proprietor of firm with legible name, mobile number & E-mail ID etc.
 - i. Scanned copy of duly Signed and stamped Manufacturer's Authorization Form as per Annexure VIII
 - j. Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure-IX
 - k. The bidders are requested to furnish the user list. Further they are also requested to submit at least 2-3 purchase order copies of similar item(s) supplies to any Govt. R&D institute during the past 1 year.
 - l. Scanned copy of duly signed and stamped Certificate as per **Annexure-XI**.

**Stores & Purchase Officer
For and On behalf of CSIR**

SCHEDULE OF REQUIREMENTS

1. Name of Purchaser: The Director
CSIR-Institute of Microbial Technology (IMTECH), Sector 39-A,
Chandigarh-160036
2. Shipping Address: The Director
CSIR-Institute of Microbial Technology (IMTECH), Sector 39-A,
Chandigarh-160036

Documents/Papers, EMD (if applicable) to be submitted with online Bids: (In the absence of these, tender cannot be considered).

S. No.	DOCUMENTS REQUIRED
1	Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure III
2	Copy of Duly completed Questionnaire as per Annexure IV
3	Tender acceptance letter as per Annexure VII
4	Manufacturer's Authorization Form as per Annexure VIII
5	Compliance sheet as per Annexure IX
6	Price Schedule as per Annexure X (MANDATORY - Attach separate sheet with detailed prices neatly typed with sign and stamp in pdf format) and BOQ (excel format)
7	Certificate from Tenderer - Annexure XI
8	Scanned copy of user list. Further bidders are also requested to submit at least 2-3 purchase order copies of similar item(s) supplies to any Govt. R&D institute during the past 1-2 years OR any last purchases/contracts
9	Copy of GST No of the firm.

PRICE REASONABILITY CERTIFICATE

(to be submitted on firm's letterhead)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ for (Currency)_____.

We would like to certify that the quoted AMC price are the minimum and we have not quoted the same AMC on lesser rates than those being offered to CSIR-IMTECH to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer

QUESTIONNAIRE

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW IN CASE A QUESTION DOES NOT APPLY TO A BIDDER THE SAME SHOULD BE ANSWERED WITH THE REMARK **"NOT APPLICABLE"** BIDDERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EV ASIVE, THE BID WILL BE LIABLE TO BE IGNORED.

1.	Bid No	Date of opening on
2.	Bid Validity is 90 days	(Yes / No)
3.	Brand of Goods offered	
4.	Name & Address of Manufacturer	
5.	Place of the Manufacturer	
6.	Whether Manufacturer authorization certificate attached	
7.	If Indian Agent is quoting on behalf of Foreign Principal ? If Yes, the Certified Copy of agency agreement is attached or Not	(Yes / No)
8.	What is your PAN	
9.	What is your GST Number	
10.	Are you a small scale unit currently registered with the National Small Industries corporation (NSIC) under single point Registration scheme for the item(S) quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.	
11.	State whether business dealings with you have been currently banned by any Ministry/deptt. Or Central Govt. or any State Govt	
12.	Whether the billing and supply will be done by the firm directly or by authorized dealer. Please reply and mention all the details including name, mobile number, E-mail of the same. The authorized dealer may be different on the basis of location	

Signature of Tenderer

TERMS AND CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT

1	The Annual Maintenance Contract (AMC) will be valid for ONE YEAR OR for a period mentioned in Award letter from the date of work award order.
02	<p>As per instruction by Ministry of Finance Department of Expenditure (Public Procurement Division) letter no. D.O.F. No.6/18/2019-PPD Dated, 28 July, 2020 insertion of Rule 144(xi) of the GFR-2017, tenderer will have to furnish information as per Annexure - XI</p> <p>01. Model Clauses for tenderer :</p> <ol style="list-style-type: none"> Any bidder a country which shares a land border with India be eligible to bid in the tender only if the bidder is registered with Competent Authority. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. "Bidder from country which shares a land border with India" for the purpose of this Order means:- <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. The beneficial owner for the purpose of (iii) above will be as under: <ol style="list-style-type: none"> In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation - <ol style="list-style-type: none"> "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual; 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;

	<p>8. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.</p> <p>9. An Agent is a person employed to do any act for another, or to represent another in dealings with third person .</p>
3	As Annual Maintenance Contract (AMC) shall be placed with OEM or their Authorized Service Provider only who are authorized for giving/supplying the services/ stores. You are requested to submit your authorization certificate along with your quotation.
4	The schedule of requirement must be followed and required documents must be Emailed by bidder otherwise the bid will not be considered.
5	Your offer shall be valid for Ninety (90) days from the date of opening of the quotation. No revision in price will be allowed after opening the bid(s).
6	Price bid should be given as per Scanned copy sent by Email. All statutory taxes like TDS, TDS on GST etc. will be deducted from the quoted price. No claim is be entertained as these taxes are extra. Therefore Prices are required to be quoted clearly mentioning of basic cost, taxes etc. in your quotation.
7	<u>Discount:</u> Institutional discount if any should be mentioned clearly
8	GST/other Govt. Levies will be paid at actual and the prevailing rates of GST and other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid
9	Manual/Offline bids shall not be accepted under any circumstances.
10	Reasonability of Price : The bidders are requested to furnish the user list of same instruments / equipments with contact details. Further also submit at least 02-03 AMC copies of similar items(s) with other Govt. R & D Institute / Department / University / Organization during the past 1-2 Years OR any last purchases/contracts
	<u>Fall Clause</u> : The fall clause will be applicable : "In case your firm supplies or quotes a lower rate for the tendered item to other Governments, public sector or private organizations, your firm will have to reimburse the excess payment
11	Conditional bid(s) shall not be considered and will be summarily rejected.
12	The AMC firm shall employ only Indian National above 18 years of age after verifying their antecedents and loyalty. It is your responsibility to comply with the statutory requirements of safety precaution and payment on compensation.
13	CSIR-IMTECH is not responsible for any disability or casualty caused to workers/ service engineer while performing the services and no claim for any payment on compensation on such ground will be entertained.
14	If any fire/ damage or any type of mishappening occurs while maintenance/servicing of equipment(s) in CSIR-IMTECH premises, the successful bidder will indemnify all the expenses occurred on this account.
15	If the work is found unsatisfactory or if the firm dishonours the contract, the job will be entrusted to any other firm/party at the risk and expense of the contractor. Suitable action as deemed fit will be initiated against the successful bidder.
16	You will be responsible for adhering to all the tender conditions.

17	The bill should accompany the Original Service report and the Payment Term is - 50% after completion of first six months subject to satisfactory service certificate given by the concerned user and remaining 50% after completion of contract period subject to satisfactory service certificate given by the concerned user. No other payment terms will be accepted.
18	The Bidder should not have been declared Bankrupt by any statutory body.
19	The Bidder will assume total responsibility for the fault-free operation of equipment, application software if any, and maintenance during the service period and provide necessary maintenance services after end of service period, if required.
20	The bidders who have been suspended/ blacklisted/banned by Central Government Institution, State Government Institution, PSU etc shall be ineligible for participation in the bidding process.
21	<p><u>DISPUTE SETTLEMENT:</u> The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>c. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the DIAC shall be final, conclusive and binding on all parties to this order.</p> <p>(b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.</p> <p>Notwithstanding any reference to arbitration herein, The parties shall continue to perform their respective obligations under the contract unless they otherwise agree.</p> <ul style="list-style-type: none"> • All disputes will be subject to Chandigarh U.T. jurisdiction only.

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Details of Requirement / Specifications (AMC of PTI PSIII Peptide Synthesizer) Qty- 1

NATURE OF AMC

- ▀ Rates for 1 year AMC should be quoted

Brief Scope of Work

- ▀ Regular maintenance & System should always be working .

Preventive Maintenance – 2 nos.

Breakdown Maintenance – 1 no.

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

To

Date :

Sub.: **Acceptance of Terms & Conditions of Tender**

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website (s) namely: _____
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to page No. _____ (including all documents like annexure(s), schedule(s) etc, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public Sector Undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefor or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposited, absolutely

Yours faithfully,

(Signature of the Bidder with official seal)

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

MANUFACTURERS' AUTHORIZATION FORM

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

Date: (insert date (as day, month and year) of Bid submission)

Tender No: (insert number from Invitation for Bids)

To (insert complete name and address of Purchaser)

WHEREAS

We (insert complete name of Manufacturer), who are official manufacturers of (insert category of goods manufactured), having factories at (insert full address of Manufacturer's factories), do hereby authorize (insert complete name of Bidder) to submit a bid the purpose of which is to provide the Goods, manufactured by us (insert the category of Goods), and to subsequently negotiate to sign the Contract.

We hereby confirm that we shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, Packages or defects at the time of supply/usage. In such cases we shall provide free replacement immediately.

Signed (insert signature(s) of authorized representative(s) of the Manufacturer)

Name: (insert complete name(s) of authorized representative(s) of the

Manufacturer) Title (insert Title)

Duly authorized to sign this Authorization on behalf of: (insert complete name of Bidder)

Dated on.....day of, (Insert date of signing)

Compliance Sheet

S. N.	Name of specifications/part / Accessories of tender/ enquiry	Specifications of quoted Model/ Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

Yours faithfully,

(Signature of the Bidder with official seal)

Annexure X

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA IN INR (Attach separate sheet in pdf format as per proforma if no. of items don't fit in here)

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12	13
Sl. No	Item Description	Country of Origin	Unit	Qty	Rate	Total price	GST With HSN Code. (Inclusive OR Exclusive) Mention the Rate & Value of GST	Packing & forwarding up Lab/Instt, if any.	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.	Delivery Period	Guarantee / Warranty

Total Bid price in Indian Rupees _____ in words.

Delivery Period - _____

Signature of Bidder
Name & Address

Note:

(a) The cost of optional items should be indicated separately.

(b) Cost of spares _____

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD (Attach separate sheet in pdf format as per proforma if no. of items don't fit in here)

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6		7		8		9	10	11
Sr.No	Description of Item (with HSN Code)	Country of Origin	Unit	Qty	Unit Price (Mention Currency)		Total Price (5x6)		Charges for Insurance and Transportation to Port/Place of Destination		Total Price (7+8)	Delivery Period	Guarantee / Warranty
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF/CIP		

Total Bid price in foreign Currency _____ in words.

Delivery Period _____

Signature of Bidder

Name & Business Address:

Note:

- (a) Indian agents name & address _____
- (b) Installation, commissioning & training charges, if any _____
- (c) The Indian agent's commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents .
- (d) The cost of optional items shall be indicated separately.

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

To

Date :

Sub.: **Acceptance of Terms & Conditions of Tender**

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

Yours faithfully,

(Signature of the Bidder with official seal)