

**Basic Details**

Organisation Chain	Council of Scientific and Industrial Research  NISCPR-Delhi		
Tender Reference Number	IMT/2023-24/471/ST		
Tender ID	2024_CSIR_746635_1		
Tender Type	Single	Form of contract	Supply
Tender Category	Goods	No. of Covers	1
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No		

**Cover Details, No. Of Covers - 1**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	SLN603 Disialyllacto N tetraose (DSLNT)
		.xls	SLN603 Disialyllacto N tetraose (DSLNT)

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

Tender Fee in ₹	0.00		
Fee Payable To	NA	Fee Payable At	NA
Tender Fee Exemption Allowed	NA		

**EMD Fee Details**

EMD Amount in ₹	0.00	EMD Exemption Allowed	NA
EMD Fee Type	NA	EMD Percentage	NA
EMD Payable To	NA	EMD Payable At	NA

**Work / Item(s)**

Title	SLN603 Disialyllacto N tetraose (DSLNT)				
Work Description	SLN603 Disialyllacto N tetraose (DSLNT)				
Pre Qualification Details	Please refer Tender documents.				
Tender Value in ₹		Product Category	Consumables (Hospital / Lab)	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	120
Location	CSIR IMT CHANDIGARH	Pincode	160036	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Purchase IMT CHANDIGARH

**Critical Dates**

Publish Date	19-Feb-2024 06:00 PM	Bid Opening Date	01-Mar-2024 11:00 AM
Document Download / Sale Start Date	19-Feb-2024 06:00 PM	Document Download / Sale End Date	01-Mar-2024 10:00 AM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	19-Feb-2024 06:00 PM	Bid Submission End Date	01-Mar-2024 10:00 AM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	SLN603 Disialyllacto N tetraose (DSLNT)	603.4	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFQ-471.pdf	SLN603 Disialyllacto N tetraose (DSLNT)	603.4

<b><u>Tender Inviting Authority</u></b>	
<b>Name</b>	DIRECTOR IMTECH
<b>Address</b>	Sector 39-A
<b><u>Tender Creator Details</u></b>	
<b>Created By</b>	Ravi Garg
<b>Designation</b>	SPO
<b>Created Date</b>	19-Feb-2024 04:14 PM



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

Email : [spo@imtech.res.in](mailto:spo@imtech.res.in) / [purchase@imtech.res.in](mailto:purchase@imtech.res.in) Telephone : 0172-2880106, 2880364

Tender Notice No: IMT/2023-24/471/ST

Dated: 19 FEB 2024

**NOTICE INVITING TENDER THROUGH E-PROCUREMENT**

**Title – SLN603 Disialyllacto N tetraose (DSLNT) (Qty- 01 as per Annexure-VI)**

The Director, CSIR-IMTECH invites off-line bids through **Sealed Envelopes** for **CS-EN cellsens entry main license certificate**. To be used in this institute for research and development work. The bidders are requested to submit off-line bids on **Sealed Envelopes** strictly as per the specifications, terms & conditions mentioned in the tender document. **In case incomplete documents received in tender or Annexure are not filed. The tender shall stand summarily rejected.**

The tender document contains the following:

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

**CRITICAL DATE SHEET**

Tender No	IMT/2023-24/471-ST
Name Of Organization	CSIR-IMTECH, CHANDIGARH
Tender Publishing Date	19/February/2024 at 06.00 PM
Document Download Start Date & Time	19/February/2024 at 06.00 PM
Bid Submission Start Date and Time	19/February/2024 at 06.00 PM
Bid Submission End Date and Time	01/March/2024 at 10.00 AM
Date and Time for Opening of Bids	01/March/2024 at 11.00 AM
Address for Communication	The Director CSIR-Institute of Microbial Technology, Sector 39-A, Chandigarh Email:- <a href="mailto:purchase@imtech.res.in">purchase@imtech.res.in</a>

**Stores & Purchase Officer**  
**For and On behalf of Director, CSIR-IMTECH**

INSTRUCTIONS FOR BID SUBMISSION

1. The tender form/bid documents may be downloaded from the web site: <https://eprocure.gov.in/epublish/app>.
2. Bids are invited in **Single Bid System** offline through **Sealed Envelopes/E-mail**.
3. **Price Schedule should MANDATORILY be submitted in PDF format with detailed prices neatly typed (in figures as well as in words) with sign and stamp.**
4. Tenderers/bidders are requested to regularly visit the website: <https://eprocure.gov.in/epublish/app> and [www.imtech.res.in](http://www.imtech.res.in). Any changes/modifications in tender enquiry will be intimated by corrigendum through these website only.
5. 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 online mode with quote.
6. 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.
7. The Director, CSIR-IMTECH, Chandigarh reserves the right to accept or reject any or all the tenders.
8. 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 bidders are also requested to submit at least 2-3 purchase order copies of similar item(s) supplied to any Govt. R&D institute during the past 1-2 years **OR most recent purchases.**

**Stores & Purchase Officer**  
**For and On behalf of Director, CSIR-IMTECH**

**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 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	Certificate from Tenderer – Annexure XI
7	Certificate of Bid Security Declaration – Annexure XII
8	Price Schedule as per Annexure X <b>(MANDATORY - Attach separate sheet with detailed prices neatly typed (in figures as well as in words) with sign and stamp in pdf format)</b>
9	Scanned copy of user list. Further bidders are also requested to submit at least 2-3 purchase order copies of similar item(s) supplied to any Govt. R&D institute during the past 1-2 years OR any most recent <b>purchases.</b>
10	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 price are the minimum and we have not quoted the same item on lesser rates, than those being offered to CSIR-IMTECH, to any other customer nor 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.	Country of origin of 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**

**01. Preparation and submission of Bid : Single Bid System.**

**02.** 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**

**03. Model Clauses for tenderer :**

1. 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.

2. "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.

3. "Bidder from country which shares a land border with India" for the purpose of this Order 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 or joint venture where any member of the consortium or joint venture falls under any of the above.

**4. The beneficial owner for the purpose of (iii) above will be as under:**

1. 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 –

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "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;

5. 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;

6. 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;

7. 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;

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.

**04.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**05. IMPORTANT** A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been



added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

06. The Government of India provisions regarding Make in India, MSME/MSE/ preferred policy etc. will be applicable in this tender. Bidder may kindly clearly highlight in their bid if they are claiming any benefit/relaxation on account of any of these provisions.
07. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
08. The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.
- (c) **Note :** The quotation should be submitted either by the Principal Manufacturer OR Authorised Indian Agent / Dealer both cannot bid simultaneously for the same item/product in the same tender. In case of imported equipments the quotation preferably be in foreign currency.
- If an Agent is submitting the bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
  - A certified copy of the agency agreement between the principal and the agent must be enclosed.
  - Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.

**A. QUOTATION / TECHNICAL BID SHOULD CONTAIN (In case of TWO BID SYSTEM)**

*The Quotation / Technical bid should contain detailed specification with make, model number along with required essential/optional accessories, spares, country of origin, etc., supported by technical literature/leaflets/ photographs/engineering drawings etc. (2 copies) AND the following:*

- 1.1.1 A brief profile of the company.
- 1.1.2 DGS&D Registration Certificate, if any may be attached.  
Secondly, if the items are available under DGS&D rate contract, rates may quoted as approved by DGS&D and copy of rate contract attached.
- 1.1.3 List of customers in India with name of concerned incharge and contact number including appreciation letters, if any. **Highlight supplies to CSIR Labs in particular.**
- 1.1.4 Detailed technical compliance sheet along with deviations (if any) **(Pl. see annexure )**
- 1.1.5 Fastest & Exact delivery period/schedule and time required for installation may be indicated.
- 1.1.6 Any other relevant documents which may help the Institute in rightly assessing the quality of the product (e.g. ISO certification).
- 1.1.7 The Bid / technical bid will be opened in the presence of authorized representative(s), if any, of the quoting firm(s) as per the schedule already mentioned.
- 1.1.8 **Bid Security / 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 with bid. **Bid security declaration as per Rule 170 of GFR 2017 will be acceptable**

**B. COMMERCIAL BID SHOULD CONTAIN**

The commercial bid should contain a complete financial offer and terms & conditions of offer.

**Please note:**

- a. Commercial bid will be considered only for those offers, whose technical bid is found acceptable.
- b. The commercial bid of the short-listed tenderers will be opened at a later date after giving intimation regarding the date and time of opening.
- c. Certificate to the effect that your offer will be valid for at least 90 days from the date of its opening, may be attached.
- d . **Prices : For Indigenous Supplies** :-The prices should be quoted including all charges for packing, forwarding, loading unloading transportation, insurance and installation(if applicable) at CSIR-IMTECH Chandigarh. The bid mentioning vague terms like as applicable, as actual etc will be treated as non responsive and rejected. The prices should be mentioned in both figures and words. If any discrepancy found in both, the higher price will be treated as final.

**For Imported Supplies** :- The price may be quoted on FOB/ CIP IGI Airport New Delhi INCOTERMS.

Insurance cover must be taken by the supplier to insure the consignment from all risks - from supplier's warehouse to the warehouse of IMTECH, Chandigarh.

**e The price bid should be submitted in the prescribed proforma as per Price Schedule Annexure – X in pdf format through e-tender only. No manual submission of bid is entertained. Price bid should indicate item-wise price for all the items mentioned in the technical bid.**

- 09. Annual Maintenance Charges :** The party should mention in the quotation, the rate/amount of annual maintenance charges , if we opt for maintenance contract after expiry of the warranty period (If applicable). **If AMC exclusively specified in the attached specification sheet then the AMC mentioned in the specification will have to be quoted by the bidder.**
- 10. Discount:** Institutional discount if any should be mentioned clearly.
- 11. Taxes and Levies:** 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.. GST will be 5% as per Govt, of India Ministry of Finance Notification No. 45/2017-Cenrtal Tax (Rate) New Delhi the 14th November, 2017.
- 12. Custom Duty :** Being R&D organization, CSIR-IMTECH Chandigarh is exempted for payment of Custom duty (as per the extant rules) and necessary Duty Exemption Certificate can be issued accordingly if required.
- 13. Validity of rates:** Bid shall remain valid at least for a period of 90 days from the date of opening of the tender prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the purchaser as non-responsive. In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail).
- 14. Delayed and late bids shall not be considered at all.**
- 15.** The CSIR-IMTECH Chandigarh will open all the bids so received before deadlines in the presence of bidder's representatives who choose to attend the bid opening process. They will sign the prescribed Performa for evidencing their attendance. In case, the opening date happens to be holiday, the bids will be opened on the next working day.
- 16. Warranty/Guarantee:** Quotation should specifically mention the warranty period and the warranty period should be start from date of installation of material.
- 17. Reasonability of Price : The bidders are requested to furnish the user list with contact details. Further they are also requested to submit at least 02-03 purchase order copies of similar items(s) supplied to any Govt. R & D Institute / Department / University / Organization during the past 1-2 Years OR most recent supplies.**
- 18.** The CSIR-IMTECH Chandigarh will reject a bid which is not substantially responsive. A substantially responsive bid is one, which conforms to all the terms and conditions of the notice inviting tender.
- 19.** The Director, CSIR-IMTECH Chandigarh reserves the right to accept and reject any bid or to annul the bidding process and reject all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the CSIR-IMTECH's action.
- 20. Award of order:** The CSIR-IMTECH Chandigarh will award the order/Contract to the lowest successful evaluated Bidder whose bids have been determined to be substantially responsive.
- 21. Performance guarantee :** Performance guarantee has to be submitted by way of DD/ bank guarantee **by the successful bidder only within 21 days of PO. (If Applicable, as mentioned in Purchase Order).**
- 22. Contract agreement :** You will have to sign a Contract agreement with CSIR-IMTECH Chandigarh.

- 23. Fall Clause** : 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."
- 24. Submission of the bids.** All bids complete in all respect must be submitted within the stipulated time on offline mode.
- 25. Inspections and Tests** The CSIR-IMTECH Chandigarh or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the CSIR-IMTECH Chandigarh. The inspections and tests will be conducted at point of delivery and/or at the Goods on final destination. i.e., CSIR-IMTECH Chandigarh. Should any inspected or tested Goods fail to conform to the specifications, the CSIR-IMTECH Chandigarh may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the CSIR-IMTECH Chandigarh.
- 26.** The CSIR-IMTECH's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at its Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the CSIR-IMTECH or its representative prior to the shipment of goods.
- 27. Packing :-** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 28. Delivery and Documents :** Delivery of the goods shall be made by the Supplier within the stipulated period as purchase order in pursuance of notification of award of contract .The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified as agreed between CSIR-IMTECH & Supplier.
- 29. Contract agreement** : you will have to sign a Contract agreement with CSIR-IMTECH, Chandigarh, if required.
- 30. TERMS OF PAYMENT** : No Advance payment without equal value of security deposit (BGs/DD etc.) will be given.
- a) **For Indigenous supplies** : The payment shall be made within 30 days after the date of receipt and successful installation of the equipment. The Supplier's request(s) for payment shall be made to the CSIR-IMTECH, Chandigarh in writing, accompanied by an Tax/Retail invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the contract. Payment shall be made in Indian Rupees by way of RTGS/NEFT. **No advance payment will be made.**
- b) **For imported supplies** :- As a standard practice In case of import by CSIR-IMTECH Chandigarh, payment shall be made through an irrevocable letter of credit to the extent of 90% on production of shipping documents and proof of dispatch and the balance 10% will be paid after completion of installation, commissioning and acceptance of the system/equipment to the entire satisfaction of council/ CSIR-IMTECH. Consideration of any other terms regarding payment will be prerogative of Director, CSIR-IMTECH Chandigarh.
- 31.** No Claim of any type of payment claimed after 3 years will be entertained by the Institute.
- 32. Penalty / Late Delivery Charges :-** If the Supplier fails to deliver/supply any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the CSIR-IMTECH, Chandigarh shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5 % per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the CSIR IMTECH may consider termination of the Contract . In case of Instruments / Equipments where **installation** is required by the Supplier or their Indian Agent, necessary installation, demonstration, commissioning of the equipment should be completed by the supplier / authorized representative immediately after the arrival of the equipment at CSIR-IMTECH but not later than 2 weeks. In case of late installation, demonstration, commissioning of the equipment CSIR-IMTECH reserves the right to levy penalty of 0.5% of the PO value (subject of maximum of 10%) per week for the delayed period.

33. The provisions of Code of Integrity as per rule 175(1) of GFR 2017 will be applicable in this procurement.

34. **Applicable Law** :-The contract shall be governed by the Law of Contract for the time being in force Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued i.e. CSIR-IMTECH, Chandigarh. The place of the jurisdiction will be Chandigarh(UT) only.

35. **DISPUTE SETTLEMENT:** 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.

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.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- a. 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.
- (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.

**Notwithstanding any reference to arbitration herein,**

The parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

- **All disputes will be subject to Chandigarh U.T. jurisdiction only.**

### 36. **FRAUD AND CORRUPTION**

The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

i. The terms set forth below are defined as follows:

1. **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
2. **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
3. **“Collusive practice”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
4. **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

ii. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

**37. Notices:** For the purpose of all notices, the following shall be address of the CSIR-IMTECH Chandigarh.

**The Director,  
CSIR-Institute of Microbial Technology (IMTECH),  
Sector 39-A, Chandigarh-160036**

**Yours faithfully,**

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

## **Annexure VI**

### **Specifications /Requirement (CS-EN cellsens entry main license certificate.Qty-1)**

<b>Sr No.</b>	<b>Description</b>	<b>Qty.</b>
1	CS-EN cellsens entry main license certificate	01

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)

## **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	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 be 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.

(Refer to D.O.F. No.6/18/2019-PPD Dated, 28 July, 2020)

**(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)

### **Bid-Securing Declaration Form**

Date: \_\_\_\_\_

Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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