



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 / purchase@imtech.res.in Telephone : 0172-2880106, 2880362

Tender Notice No.IMT/2021/2347

Dated: 29.9.2021

GLOBAL TENDER ENQUIRY

Title – Biosafety Cabinet Class II A2 (Qty-2) – Specifications as per Annexure VI

The Director, CSIR-IMTECH invites bids from **LOCAL and NON-LOCAL SUPPLIERS** as defined in **Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No.P45021/2/2017-PP (BE-II) dated 16 September 2020** as amended from time to time in **sealed envelopes** for **Biosafety Cabinet Class II A2** for carrying our research and development experiments and activities / general official use and purposes. The bidders are requested to submit bids, strictly as per the specifications, terms & conditions mentioned in the tender document.

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, XII	Undertaking / Certificate
Annexure-XIII	Bid Securing Declaration

CRITICAL DATE SHEET

Tender No	IMT/2021/2347
Name Of Organization	CSIR-IMTECH, CHANDIGARH
Tender Publishing Date	29.9.2021 at 5.00 PM
Document Download Start Date & Time	29.9.2021 at 5.00 PM
Bid Submission Start Date and Time	29.9.2021 at 5.00 PM
Bid Submission End Date and Time	28.10.2021 at 5.00 PM
Date and Time for Opening of Bids	29.10.2021 at 11.30 AM

Address for Communication	The Director CSIR-Institute of Microbial Technology, Sector 39-A, Chandigarh Email:-spo@imtech.res.in , purchase@imtech.res.in
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**Stores & Purchase Officer
For and On behalf of CSIR**

IMPORTANT

PARTICIPATION IN THE BID IS OPEN TO ALL BIDDERS I.E. LOCAL AND NON-LOCAL SUPPLIERS

Classification of bidders as depicted in Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No.P45021/2/2017-PP (BE-II) dated 16 September 2020 as amended from time to time.

Class – I Local supplier – whose goods/service offered for procurement has local content equal to or more than 50% as defined below:

Class – II Local supplier – whose goods/service offered for procurement has local content more than 20% but less than 50% as defined below:

Non-Local Supplier – whose goods/service offered for procurement has local content less than 20% as defined below

Local content : Means the amount of value added in India, which shall, unless otherwise prescribed by Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

*(Please refer above mentioned orders/notifications and P-45021/102/2019-BE-II-Part(1) (E-50103) dated 4.3.2021 for details – **Bidders offering imported products will fall under category of Non-Local Suppliers**)*

Bidders qualified under Class classification in light of above referred DPIIT notifications must indicate percentage of local content, description of local content and provide self certification Class –I Local Supplier / Class – II Local Supplier as the case may be. (Certificate as per Annexure XII has to be submitted by the bidder)

Non Local Suppliers need not furnish the Annexure XII certificate.

Bids not found with Class certificates will be treated as Non-local supplier.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules 2017 for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

A supplier who has been debarred by any procuring entity for violation of above cited order shall not be eligible for preference under above Order for procurement by any other procuring entity for the duration of the debarment.

2) Requirement of Registration (Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e Registration

Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.

- ii. “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 bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. Bidder from a country which shares a land border with India “for the purpose of above order/ this tender 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.
- iv. 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 percent 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;
 2. In case of a partnership firm., the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;
 3. 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 individuals.
 4. 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;
 5. 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 or ownership.

- v. An agent is a person employed to do any act for another or to represent another in dealings with third person.

(Certificate as per Annexure XI has to be submitted by the bidder).

The Director, CSIR-IMTech, Chandigarh reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

INSTRUCTIONS FOR BID SUBMISSION

1. The tender form/bid documents has also been published on <https://eprocure.gov.in/epublish/app> and CSIR-IMTech website, may be downloaded from there.
2. Bids may be mandatorily submitted through Offline mode (Sealed Envelopes)
3. **Price Schedule should be submitted in format along with detailed price bifurcation of items on the letter head prices neatly typed with sign and stamp.**
4. Bids are invited in **Double Bid System**. *For double bid system, bid must be submitted in two separate envelopes i.e. 1) Technical Bid and 2) Price Bid superscribing our Tender / RFQ No. on both envelopes and both these envelopes should be put in single envelope mentioning details viz. Tender No., Due Date of Submission and Date of Opening.*
5. Bidders are requested to regularly visit the website www.imtech.res.in for Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
6. EMD will be **NIL** in the form of an account payee demand draft, fixed deposit receipt, bank guarantee or banker's cheque in favour of Director, IMTECH, Chandigarh. The EMD must be enclosed with the technical offer/bid failing which the tender shall be summarily rejected. **Bid Securing Declaration as per Annexure XIII shall have to be submitted with the 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 attach 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 1-2 years OR most recent supplies

**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: Stores
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	Detailed quotation of the items offered giving complete details of make, model, part no., spares, accessories, guarantee/warranty etc. supported with OEM technical literature of product and website link of the same. (Mere copy and paste job of tendered specifications will not be considered and will result in rejection of bid) – Complete details of OEM of the instrument along with sources from where other parts, accessories etc. supplied, must be mentioned.
2	Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure III
3	Copy of Duly completed Questionnaire as per Annexure IV
4	Tender acceptance letter as per Annexure VII
5	Manufacturer's Authorization Form as per Annexure VIII
6	Deviation sheet as per Annexure IX
7	Price Schedule as per Annexure X (MANDATORY - Attach separate sheet with detailed prices neatly typed with sign and stamp)
8	Certificates / Undertakings as per Annexure XI, XII
9	Bid Securing Declaration as per Annexure XIII
10	Scanned copy of user list along with contact details. 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 supplies.
11	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.

Stamp and Signature of the Bidder

QUESTIONNAIRE / CHECK LIST

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW AND INDICATE PAGE NO. OF THE QUOTATION ON WHICH SAME COULD BE VERIFIED. 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 EVASIVE, THE BID WILL BE LIABLE TO BE IGNORED.

1.	Bid No	Yes / No	Page No.
2.	Bid Validity is 120 days		
3.	Brand of Goods offered		
4.	Country of Origin of goods		
5.	Price Schedule		
6.	Deviation Sheet		
7.	Acceptance of Tender Terms & Conditions		
8.	Name & Address of Manufacturer ? Manufacturer authorization certificate attached OR not ?		
9.	Land-Border Undertaking		
10.	Class Undertaking, if any		
11.	Bid Securing Declaration		
12.	Price Reasonability Certificate		
13.	2-3 latest Reference PO copies from Govt. Departments / Institutes / Organisations etc.		
14.	What is your PAN		
15.	What is your GST Number		
16.	If MSME / MSE etc. registered ? Whether specific certificate attached ?		
17.	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		

Date

Name & Signature of the Bidder with seal

Terms and Conditions

01. Preparation and submission of Bid : **Double Bid System**. For double bid system, bid must be submitted in two separate envelopes i.e. 1) Technical Bid and 2) Price Bid superscribing our Tender / RFQ No. on both envelopes and both these envelopes should be put in single envelope mentioning details viz. Tender No., Date of Submission and Date of Opening.
02. **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.
03. **The Government of India provisions regarding Make in India, MSME/MSE/ preferred policy etc. will be applicable in this tender. Purchase Preference will be given to Class I Local Supplier as per extant guidelines of Government of India subject to fulfillment of all instructions/guidelines set and amended by the Government from time to time and meeting the tender technical specifications. Bidders may kindly clearly highlight in their bid if they are claiming any benefit/relaxation on account of any of these provisions.**
04. 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.
05. 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.

NOTE : THE QUOTATION SHOULD BE SUBMITTED EITHER BY THE PRINCIPAL MANUFACTURER OR AUTHORISED AGENT / DEALER, BOTH CANNOT BID SIMULTANEOUSLY FOR THE SAME ITEM/PRODUCT IN THE SAME TENDER. BID OF OEM WOULD BE CONSIDERED IN CASE BOTH MANUFACTURER AND AGENT HAVE QUOTED.

- **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.**
- **ONE MANUFACTURER CAN ALSO AUTHORIZE ONLY ONE AGENT / DEALER IN A TENDER.**

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, website link of the product AND the following:

- 1.1.1 A brief profile of the company.
- 1.1.2 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.**
- 1.1.3 Detailed technical compliance sheet along with deviations (if any) **(Pl. see annexure).** **Compliance sheet will not be the basis of technical qualification.** ***OEM technical catalogues / brochures specifying the products details and features & website link of the product will hold good for evaluating the bids.***
- 1.1.4 Fastest & Exact delivery period/schedule and time required for installation may be indicated.

- 1.1.5 Any other relevant documents which may help the Institute in rightly assessing the quality of the product (e.g. ISO certification).
- 1.1.6 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.
- 1.1.7 ***Bid Security / EMD will be NIL in the form of an account payee demand draft, fixed deposit receipt, bank guarantee or banker's cheque in favour of Director, IMTECH, Chandigarh must be attached in original along with the technical bid/offer. Bid Securing Declaration as per Annexure XIII shall have to be submitted with the bid.***

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 bidders 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 120 days from the date of its opening, may be attached.

d . Prices : In FOREIGN CURRENCY - In case of imported equipments the quotation should preferably be in foreign currency. The bidder must clearly indicate the Ex-works price, FOB charges and CIF/CIP charges separately failing which the bid would be rejected. The prices should be mentioned in both figures and words.

- Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.

Prices : For CSIR-IMTECH in INR :-The prices quoted should be complete in all respects with all charges for packing, forwarding, loading unloading transportation, insurance and installation(if applicable) at CSIR-IMTECH Chandigarh. The bidder must clearly indicate basic price, GST charges or any other applicable charges separately failing which the bid would be rejected. The bid mentioning vague terms like as applicable, etc will be treated as non responsive and rejected. The prices should be mentioned in both figures and words.

e The price bid should be submitted in the prescribed proforma as per Price Schedule Annexure – X in pdf format only. Price bid should indicate item-wise price for all the items mentioned in the technical bid.

06. **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.**
07. **Discount**: Institutional discount if any should be mentioned clearly.
08. **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.
09. **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.
10. **Validity of rates**: Bid shall remain valid at least for a period of 120 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).

11. **Delayed and late bids shall not be considered at all.**
12. 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.
13. **Warranty/Guarantee:** Quotation should specifically mention the warranty period and the warranty period should be start from date of installation of material.
14. **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.**
15. 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.
16. 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.
17. **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
18. **Performance guarantee :** **Performance guarantee @3% on Order value** shall have to be submitted by way of performance bank guarantee **by the successful bidder within 21 days of PO.**
19. **Contract agreement :** You will have to sign a Contract agreement with CSIR-IMTECH Chandigarh, if required, otherwise Purchase Order itself will be treated as the Contract and the same must be acknowledged within 14 days of receipt of PO.
20. **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."
21. **Submission of the bids.** Bids complete in all respect must be submitted at Purchase Section, CSIR-IMTECH, Chandigarh before the deadlines.
22. **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.
23. 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.
24. **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.

25. **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.
26. **TERMS OF PAYMENT** : No Advance payment without equal value of security deposit (BGs/DD etc.) will be given.
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.**
27. No Claim of any type of payment claimed after 3 years will be entertained by the Institute.
28. **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 CISR-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.
29. The provisions of Code of Integrity as per rule 175(1) of GFR 2017 will be applicable in this procurement.
30. **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.
31. **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.

32. 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 indirectly, 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;

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

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

Yours faithfully

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

Details of Requirement / Specifications (Biosafety Cabinet Class II A2) Qty – 2

1	Cabinet should have protection of class 2 Type A2 and size 4 Feet.
2	Cabinet should have working access height option from 8",10" and 12"
3	Cabinet should have EN12469 certification for safety and should also comply to PIC due to use for GMP Purpose.
4	Cabinet should have UV resistance laminated safety sash with >6 mm thickness
5	Cabinet should Have HEPA filter with efficiency of >99.99 % along with ISO class 5 cleanliness
6	Cabinet should have low flow mode for reduce energy consumption up to 50%
7	Cabinet should have exterior microprocessor controller with audible and flashing LED and timer for light
8	Internal work area should be made up of single piece 16 G type 304 stainless steel
9	Cabinet should have 7° - 10° sloped front window for ergonomic .
10	Work area side walls and rear wall should be made up of one-piece SS construction without any joints and paint
11	Cabinet should have cable port feature for safe and ergonomically way of introducing cable in to work area
12	Stand Should be supply from Original Manufacturer and Validation documents should be supplied with the Cabinet.
13	Cabinet should be of UL certified for electrical, wire & personal safety due to GMP Use.
14	Warranty: 5 Years comprehensive warranty including all the accessory, spares, preventive maintenance and periodic calibration.
15	European/US IEC/CE approved machine and ISO certified
17	System should support 21 CFR Part 11 compliance for GMP/GLP operation
18	The vendor should provide the GMP/GLP compliant documents for Installation Qualification (IQ), Operational Qualification (OQ), and Performance Qualification (PQ) and perform these activities at the user's site. The hard and soft copies of these documents should be provided.
19	Complete installation at user site and training should be provided by expert
20	Vendor to provide instrument operating manual/SOP and calibration certificate

Annexure VII

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 name and or brief description of the 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.

We hereby extend our full guarantee and warranty in accordance with the tender requirements with respect to the goods offered by the firm.

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

(insert complete name(s) of authorized representative(s) of the Manufacturer) Title

(insert Title)

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

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

Deviation 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 (should be supported by relevant Technical literature)	Technical justification for the deviation, if any. If specification is superior/inferior than asked for in the enquiry, it should be clearly brought out in the justification
1	2	3	4	5	6

- If the bidder offers more than one model, then the compliance statement must be enclosed for each and every model separately.
- The technical and commercial deviations should be indicated separately.
- If the bidder fails to enclose the compliance statement, his bid is likely to be rejected

Place
Date

(Signature of the Bidder with official seal)

Note – Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviation”.

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 _____

Quotation No. _____ **Dt.** _____

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 / Unit	Total price	GST With HSN Code. (whether 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.	Grand Total	Guarantee / Warranty

Total Bid price in Indian Rupees _____ (in words)

Delivery Period - _____ **Payment Terms -** _____

**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 _____

Quotation No. _____ Dt. _____

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			

Total Bid price in foreign Currency _____ in words.

Delivery Period - _____ Payment Terms - _____

Cost of AMC _____

**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.

Annexure – XI

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

Date –

To

Sub.: Undertaking as per Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India

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.)”

I hereby certify that the above statement is true and correct to the best of my knowledge. I understand that a false statement / declaration will disqualify / debar me from the process.

Yours faithfully,

(Signature of the Bidder with official seal)

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

Date –

To

Sub.: Indication / Certification of Supplier's category in line with Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No.P-45021/2/2017- PP (BE-II) dated 04 June 2020.

Tender Reference No. _____

Name of Tender: _____

A) I / We certify that I / we come under **Class-I Local Supplier Category** whose goods / services local content is equal to 50% or more than 50%.

OR

B) I / We certify that I / we come under **Class-II Local Supplier Category** whose goods / services local content is more than 20% but less than 50%.

We also state that the value addition of local content is _____ % and value addition has been made by us at _____
_____ (mention the address please).

Description of local content- _____

** As per OM No. P-45021/102/2019-BE-II-Part(2) (E-50310) dt March 4, 2021 issued by DPIIT, GoI, Bidders offering imported products will fall under the category of **Non-Local Supplier**)*

I hereby certify that the above statement is true and correct to the best of my knowledge. I understand that a false statement / declaration will disqualify / debar me from the process.

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 he 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)