



सी. एस. आई. आर. - भारतीय रासायनिक जीवविज्ञान संस्थान
CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
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BID DOCUMENT

GLOBAL TENDER ENQUIRY

For Procurement of “**Micro Raman Spectrometer**” through **Submission of offer** in “**Global Tender Enquiry in Two Bid System**”.

Bid to be submitted in “**Single Stage Two Envelope Bid Format**” manually in sealed cover in the Tender-Box of the lab—Two Separate envelopes (1) Techno-Commercial (Un-priced) Bid & (2) Commercial/Price Bid---Both the envelopes should be kept in on another envelope by the vendor.

Tender issued by
Stores & Purchase Officer
CSIR-Indian Institute of Chemical Biology
4 Raja S.C Mullick Road, Jadavpur, Kolkata-700032
PHONE: +91 33 2483-1982 EPABX: +91 33 2499-5837, 5788
FAX: + 91 33 2473-1985/2483-5197 website: <http://www.iicb.res.in>
Email : akpandey@iicb.res.in & purchase@iicb.res.in

Enq. No. IICB/PUR/505/551/109/2019-20; Dated 31.01.2020

NB: THIS BID DOCUMENT IS FREE OF COST IF DOWNLOADED FROM OUR WEBSITE BY WAY OF URL
<https://iicb.res.in/tenders>

Chapter – A



सी. एस. आई. आर. - भारतीय रासायनिक जीवविज्ञान संस्थान
CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY
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NIT/Enquiry No.: **IICB/PUR/505/551/109/19-20**

Date **31.01.2020**

INVITATION FOR BIDS / NIT **TENDER FOR SCIENTIFIC EQUIPMENT**

(Submission of offer in Two Bid Format)

01. Director, CSIR- Indian Institute Of Chemical Biology, Jadavpur, Kolkata invites sealed bids from manufacturers, their authorised distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below:

Sl. No.	Name of the Item/Description	Quantity	Earnest Money Deposit (EMD) to be submitted along with Technical Bid		
			INR	USD	EURO
01.	Micro Raman Spectrometer (Details are provided at Chapter-4)	01 Unit	2,60,000.00	3649.00	3303.00

Single Stage Two Envelope Bid System: - Two Bid Format.

The Tender Documents can be downloaded from Our website (www.iicb.res.in) free of cost. The Tender Document can also be obtained from this office on payment for **Rs.500/-** by way of DD drawn in favour of “The Director, Indian Institute of Chemical Biology”, payable at Kolkata. Tenders submitted as per the terms & conditions mentioned in Bid/Tender Document only will be accepted. In case tender document is downloaded from IICB website directly by vendor, no tender document fee is chargeable.

Pl. see Chapter 4 for of the Tender Enquiry documents for Technical Specifications and Allied Technical Details of the equipment.

02. Interested Bidders may obtain further information from the office of the **Stores & Purchase officer, Jadavpur, Kolkata.**

03. Each complete set of bidding document may be purchased by any interested bidder on submission of a written application to the above office and upon payment of a non-refundable and non-transferable fee of Rs. **500/-** in the form of a **Demand Draft in favour of The Director, Indian Institute of Chemical Biology payable at Kolkata** during office hours on all working days up to **28.02.2020 at 05.00 PM** either in person or by post.

Alternatively, the bidding documents can be downloaded directly from our website <http://www.iicb.res.in> free of cost. The bids must reach this office on or before **28.02.2020 up to 05.00 PM** and shall be opened on **02.03.2020 at 11.00 AM.**

04. A Pre-bid Conference will be held on **10.02.2020** at **11.00 AM** hours (IST) in **CSIR-Indian Institute Of Chemical Biology, Jadavpur, Kolkata**. All prospective bidders are requested to kindly submit their queries, if any to the address indicated above so as to reach the **Stores & Purchase officer, Jadavpur, Kolkata** latest by **11.02.2020**. **Pl. see Chapter-B for details for Pre-Bid Conference (PBC)**.

05. All bids must be accompanied with a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

06. As per Govt. of India procurement policies,

- a. The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is up to Rs. 50.00 lakhs.
- b. The eligibility of the supplier as per mentioned in the tender enquiry document as mentioned in **Chapter-1**.
- c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content of 50% as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.

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

07. The Director, **CSIR- Indian Institute Of Chemical Biology, Jadavpur, Kolkata** 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.

IMPORTANT/CRITICAL DATES & TIME

Bid Publishing Date	01.02.2020 at 11.00 AM (IST)
Document Download / Sale Start Date	01.02.2020 at 11.00 AM (IST) onwards
Date & Time of Pre Bid Conference	10.02.2020 at 11.00 AM (IST)
Date and time for submission of Pre-Bid technical specifications etc. by the prospective bidders (Hard Copy to be submitted to the SPO, IICB, Kolkata)	11.02.2020 up to 05.00 PM (IST)
Date for display of Final and Frozen Technical Specification/any modification and amendment to the tender document by CSIR-IICB after Pre Bid Conference --- It will be displayed at IICB's website.	14.02.2020
Bid submission start date after Pre-Bid Conference against IICB's final and frozen technical specifications.	15.02.2020

Last date and time of submission of Bid /Quotation (Bid Submission closing date)	28.02.2020 up to 05:00 PM (IST)
Bid Opening Date	02.03.2020 at 11.00 AM (IST) onwards
Venue of Opening of Bids	CSIR IICB Purchase Section (Jadavpur Campus)
Tenders to be submitted at	Manually at CSIR IICB Purchase Section, (Jadavpur Campus)
Bid to be submitted in “ Single Stage Two Envelope Bid Format ” manually in sealed cover in the Tender-Box of the lab—Two Separate envelopes (1) Techno-Commercial (Un-priced) Bid & (2) Commercial/Price Bid---Both the envelopes should be kept in on another envelope by the vendor. --- Pl. follow the instruction as mentioned in the Clauses of 1.19.	

Important note :

- Please strictly adhere to the dates/times mentioned in this document.
- Prospective bidders are requested to submit their offers in **Single Stage Two Envelope Bid format** manually.
- Requests for postponement of important dates will not be entertained.
- Tentative Time Schedule of Procurement Planning is mentioned below:

Sl. No.	Stage	Tentative Time Frame
01	Date of Opening	02.03.2020
02	Date of completion of technical bid evaluation	02.03.2020 + 50 days
03	Date of communication of rejection of bids	02.03.2020 + 60 days
04	Date of receipt of context, if any, from bidders	02.03.2020 + 70 days
05	Evaluation of Financial Bid	02.03.2020 + 80 days
06	Notification of Award	02.03.2020 + 90 days

Thanking you,

Yours faithfully,



(A. K. Pandey)

Stores & Purchase Officer
(For & On behalf of The CSIR)
(033) 2483-1982 / 2499-5837
Email : purchase@iicb.res.in
akpandey@iicb.res.in

Chapter -B
(Pre-Bid Conference)

Enquiry No. IICB/PUR/505/551/109/2019-20

Dated : 31.01.2020

Name of the Equipment:- “**Micro Raman Spectrometer**”

(Please see Technical Specifications in Chapter - 4)

PRE-BID CONFERENCE

1. Important Date, Time & Venue :	
(i) Date and Time of Pre-Bid Conference	10.02.2020 at 11.00 AM (IST)
(ii) Venue of the Pre-Bid Conference	IICB, Jadavpur, Kolkata.
(iii) Date and time for submission of Pre-Bid Technical Specifications by the prospective Bidders	11.02.2020 up to 05:00 PM (IST)
(iv) Date for display of Final and Frozen Technical Specification/any modification and amendment to the tender document by CSIR-IICB after Pre Bid Conference --- It will be displayed at IICB's website.	14.02.2020
(v) Bid submission start date after Pre-Bid Conference against IICB's final and frozen technical specifications.	15.02.2020
(vi) Last Date and Time of submission of Bid/quotation by the prospective bidders in Two Bid format as per tender document against Final/Frozen Technical Specification by CSIR-IICB as mentioned at Sl. No. (iv) after Pre Bid Conference	28.02.2020 up to 05:00 PM (IST) Document Download/Sale End Date Bid Submission End Date
(vii) Date and Time of Opening of Technical Bids (In case of Two-Bid Format)	02.03.2020 at 11:00 AM (IST) onwards Bid Opening Date
(viii) Venue of Opening of Technical Bids	CSIR IICB Purchase Section (Jadavpur Campus)
Please strictly adhere to the dates/times as mentioned above from Sl. No. (i) to (viii) and elsewhere in the Tender Document.	
Prospective Bidders/Vendors are requested for submission of their offer/bid in Two Bid Format as per schedule mentioned above after completion of Pre-Bid Conference against final & frozen specifications by CSIR-IICB is to be hosted / displayed on IICB website.	

2. Pre-bid technical offers along with commercial terms and conditions from Prospective bidders/reputed Equipment Manufacturers/Indian Authorized Agents of Foreign Suppliers etc. as per the eligibility criteria as mentioned in this tender document are invited for the supply of **“Micro Raman Spectrometer”**. (Please see the technical specifications of the required equipment in Chapter – 4). This may please be submitted in the sealed cover latest by **11.02.2020 up to 05:00 PM** (IST). Sealed cover must be superscribed with the information such as Pre-Bid quote, Enquiry No., Name of the equipment etc.

3. Prospective bidders/reputed Equipment Manufacturers/Indian Authorized Agents of Foreign Suppliers etc. as per the eligibility criteria as mentioned in Chapter No. I & III are requested to depute their representatives to participate in Pre-Bid Conference to be held on **10.02.2020 at 11.00 AM (IST)** at CSIR-IICB, Jadavpur, Kolkata-32, India.

4. The Pre -Bid conference is a platform for clarifying issues and clearing doubts, if any, about the specifications and other allied technical/commercial details of the goods projected in the bidding documents.

5. Vendors are requested to submit their pre-bid offer especially for latest versions/technical specification of the equipment.

6. The prospective participants in the pre-bid conference are also requested to submit their written queries to the Stores & Purchase Division of CSIR-IICB, Kolkata on the issues of the bid before the date of pre-bid conference as mentioned above so that a well-condensed response could be kept ready with internal consultations/Indenting Officer/Technical Committee etc. wherever required.

7. Prospective bidders/participants are requested for strict compliance that price should not be quoted or discussed in the pre-bid conference.

8. The firms are requested to provide a technical compliance sheet along with their pre-bid quote.

9. All commercial terms and conditions except price needs to be mentioned along with pre-bid quote.

10. Pre-bid is only a preliminary stage of purchase process and to freeze/modify/amend the technical specifications by CSIR-IICB as mentioned in the tender document. The pre-bid process is only done for the purpose of finalizing the technical specifications and commercial terms & conditions excluding any reference to price of the equipment. Pre-installation requisites and commissioning parameters also need to be discussed and finalized in the Pre-Bid Conference.

11. No purchase order would be placed based on pre-bid quotes.

12. Bid Security EMD is not required to be submitted along with pre-bid quote. EMD should be submitted along with the Techno-Commercial Bid (Part-I) under Two Bid format after pre-bid conference and against duly frozen and final specifications displayed CSIR-IICB website as per schedule of submission as mentioned in the tender documents.

13. All the firms will be given an opportunity to make their technical presentations during pre-bid conference. Thus firms are requested to come prepared for the technical presentation as per schedule of pre-bid conference with latest technical brochures & other associated documents. Latest technical brochures should be enclosed and if possible exhibited. The technical presentation with specific reference to CSIR-IICB tendered technical specifications to be made should not be more than 10 -15 minutes. In case some firms wants more time then they need to request the committee and members present.

14. After all the technical presentations are made during pre-bid conference and pre-bid process is complete then the Technical Committee/IO/Purchase Committee of CSIR -IICB will again come up with final technical specifications which would be prepared as per research requirements of CSIR-IICB and would be hosted on CSIR-IICB website.

- 15.** After going through the technical presentations and pre-bid process CSIR-IICB reserves the right to frame its final technical specifications keeping in view its specific research requirements.
- 16.** Final and frozen technical specifications will be hosted/displayed on CSIR-IICB's website as per schedule mentioned in the tender documents. The change made in the bidding document should be treated as amendment to the bidding document.
- 17.** Final and Frozen Technical Specifications after Pre-Bid Conference by IICB will be the parameter of Technical Evaluation of the offered equipment by the vendor along with eligibility criteria and other terms & conditions mentioned in the tender enquiry of IICB. Vendor is requested to offer the model which completely satisfies the technical specifications of CSIR-IICB.
- 18.** Bidders who could not attend the pre-bid conference are also allowed to submit their bids/offers in Two Bid format as per schedule of submission of bids mentioned in the tender documents. The said firm must provide the Technical Compliance Statement that they comply to the final frozen specifications as hosted on our website after Pre-Bid Conference.
- 19.** Prospective bidders are requested to submit their offers in Two Bid format only as per tender documents after completion of pre-bid process and hosting/displaying of the final and frozen technical specifications on CSIR-IICB's website as per schedule mentioned in the tender documents.
- 20.** Specifications finalized after the pre-bid conference cannot be changed further and consequently there shall be no occasion for revision of price bids.
- 21.** Confidentially Aspect : The vendors participating in the pre-bid conference are requested not to disclose their salient and vital technical confidentiality aspects, trade secret factors, copyright & patented information to CSIR-IICB. CSIR-IICB cannot be made a party for any of the copyright/IPR/Patented information disclosed by the participating vendors during pre-bid conference at CSIR-IICB. CSIR-IICB requests the vendors to disclose only such information in the public domain which is devoid of any copyright/patent obligations of confidentiality.
- 22.** No separate press-advertisement will be done again for informing the vendors for submission of bids in Two Bid format as mentioned in this tender documents against hosting/displaying of final and frozen technical specifications of the equipment after completion of pre-bid conference and associated process. The vendors are requested to visit the CSIR-IICB website on regular basis after completion of pre-bid conference for knowing the final and frozen technical specifications of CSIR-IICB. Technical evaluation of the bids submitted in Two Bid format will be done only on the basis of final and frozen technical specifications of CSIR-IICB hosted/displayed on its website after pre-bid conference.
- 23.** Final and frozen technical specifications of CSIR-IICB is to be hosted after pre-bid conference will be treated as the part and parcel of this tender document and will be the basis for evaluation of bid for award of Purchase Order.
- 24.** No request for change of date and time regarding pre-bid conference, last date of submission of offers in Two Bid Format, will be entertained. However, the Director, CSIR-IICB reserves the right for any change/modification/amendment in the tender documents in the interest of the Laboratory without assigning any reason thereof.

Thanking you,

Yours faithfully,



(A. K. Pandey)

Stores & Purchase Officer

For & On Behalf of The Council of Scientific & Industrial Research

(033) 2483-1982 / 2499-5837

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CHAPTER - 1

INSTRUCTIONS TO BIDDERS

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A Introduction

1.1. Eligible Bidders

1.1.1

This Invitation for Bids is open to all suppliers subject to para 06 of the invitation for bids/NIT.

1.1.2 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.

1.1.3 **Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered.**

MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:

(a) In case of proprietary MSE, proprietor(s) shall be SC /ST.

(b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty one percent) shares in the unit.

(c) In case of Private Limited Companies, at least 51% (fifty one percent) share shall be held by SC/ST promoters.

- MSEs owned by women shall also be determined as per the above analogy/criteria.

1.1.4 **For the Local Supplier, the minimum local content shall ordinarily be 50%. The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.**

1.1.5 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.

1.1.6 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.

1.1.7 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.

1.1.8 Either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

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

- Manufacture's authorization must be provided by the authorized distributor / dealer / Indian Agent. If it is not submitted along with offer then the offer will be rejected as non-responsive.
- Manufacture's authorization must be provided in the format as mentioned in the IICB's Tender Enquiry.

1.1.9 **OEM / Authorized Dealer / Agents of Supplier** : Except in case of Commercially-Off-the-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer.

In case of large contracts (two bid system), especially capital equipment, the manufacturer's authorization must be insisted upon on a tender specific basis, not general authorization / dealership, by so declaring in the bid documents clearly. **-Applicable in this case**

In cases where the manufacturer has submitted the bid. The bids of its authorized dealer will not be considered and EMD will be returned.

1.1.10 **Conflict of Interest among Bidders / Agents** :

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to disqualification. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) They have the same legal representative / agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f) In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following :
 - The principal manufacturer directly or through one Indian agent on his behalf; and
 - Indian / foreign agent of behalf of only one principal.
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restriction would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

1.1.11 If an agent submits 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.

2

1.1.12 Goods / Equipment manufacturers within India have to quote directly. Agents of Indian Goods/Equipment manufacturers who doesn't have a track record of supply of similar items i.e., installation and commissioning not done directly will not be entertained. In such cases bids submitted by Agents of Indian Equipment manufacturers would be rejected on the grounds of subletting or subcontracting. Such offers from so called agents of indigenous

manufacturers will summarily be technically rejected for not following laid down Terms & Conditions of tender document and for not having any installations done by them directly.

2

1.1.13 Bidders/vendors /supplier should have executed a job of similar nature or a supply of similar equipment of approximately the same value to any Central Government/State Government/PSUs/Autonomous bodies/Educational Institutions/National R&D Laboratories/CSIR Laboratories in India. To prove their technical capability firms need to enclose the copies of past projects / executed purchase orders of similar technical specifications. In case the Technical Committee/Purchase Committee/Decision Making Committee of the Institute does not find technical brochures or suitable technical explanations from firms then the firms concerned who fail to prove technical capability would stand rejected on technical grounds.

2

1.1.14 Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.

2

1.1.15 That adequate and specialized expertise is already available or will be made available following the execution of the contract in the Purchaser's country, to ensure that the support services are responsive and adequate.

1.1.16 That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for ten years after end of warranty period if required.

1.1.17 The Institute reserves the right to seek past purchase order copies from the user organizations. The past purchase order copies obtained from the user organizations will be kept entirely confidential & this will only be for tallying the prices for reaching at proper decision by Decision Making Committee of CSIR-IICB.

1.1.18 The institute also may seek performance certificates from equipment manufacturers/the user organizations so as to confirm satisfactory functioning, installation & commissioning of the equipment.

2

1.1.19 In order to assess the financial solvency of a firm Director, CSIR-IICB may seek a report from the bankers of the technically evaluated lowest quoting firm in order to assess if the firm is financially capable of executing the purchase order/work successfully.

1.1.20 It will be the responsibility of the manufacturer/vendor/supplier to arrange the demonstration of the offered equipment at their cost if desired by CSIR-IICB failing which their offer will be considered as non-responsive and non-compliance to the terms & conditions of the tender document. Such demonstration, if arranged by the vendor on IICB's request, must establish the technical specifications and parameters of the tendered technical specifications of CSIR-IICB for the acceptance of their offer.

2

1.1.21 Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

2

1.1.22 If before/after the placement of the Purchase Order it is found/noticed that the supplier has been black-listed/debarred by any firm then such supplier will be dropped from the tendering process as technically not suitable to quote or order will be cancelled. Thus, black-listed/debarred firms are requested not to participate in our tendering process.

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.

1.1.23 Any additional bid participation criteria/eligibility conditions etc. mentioned in the **Technical Specifications (Chapter-4)** sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.

1.1.24 CSIR-IICB reserves the right to ask the vendors/prospective bidders to submit the shortfall documents pertaining to their eligibility criteria, if not readable, mentioned in the tender document after opening of the bids / technical offer (under Two-Bid Format) within the stipulated time failing which their technical offer may be considered as non-responsive. No document pertaining to eligibility criteria will be asked for submission after opening of bids and offer will be rejected.

1.1.25 Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity including the CSIR Labs/Instts. Failure to do so would amount to violation of this code of integrity.

1.2 Cost of Bidding

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Code of Integrity

1.3.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

1.3.2 **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) **"corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **"anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information.

1.3.3 **Obligations for Proactive disclosures**

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

1.3.4 **Punitive Provisions**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) **If his bids are under consideration in any procurement:**
 - a) Forfeiture or encashment of bid security;

- b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) **If a contract has already been awarded**
- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) **Provisions in addition to above:**
- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 Cost of Tender Documents

1.4.1 Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation forbids/NIT or alternatively, the bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost.

- The Tender Document can also be obtained/purchased on payment for Rs. 500/- by way of DD drawn in favour of “The Director, Indian Institute of Chemical Biology” payable at Kolkata.
- The Tender Documents can be downloaded from the website free of cost.

1.5 Content of Tender Documents

1.5.1

The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into **8** Chapters as under:

Chapter A: Invitation For Bids/NIT

Chapter B: Pre-Bid Conference

Chapter 1 : Instructions to Bidder (ITB)

Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)—Pl. refer to our website www.iicb.res.in for this Chapter.

Chapter 3: Schedule of Requirements

Chapter 4: Technical Specifications and Allied Technical Details of the equipment

Chapter 5: Price Schedule Forms

Chapter 6: Qualification requirements

Chapter 7: Contract Form

Chapter 8: Other Standard Forms comprising:

- (1) **Bidder Information Form**
- (2) **Manufacturer's Authorization Form (MAF);**
- (3) **Bid Security Form**
- (4) **Bid Securing declaration**
- (5) **Performance Statement form**
- (6) **Deviation Statement Form;**
- (7) **Service Support details;**
- (8) **Bid form**
- (9) **Performance Security Form;**
- (10) **Acceptance Certificate Form**
- (11) **Integrity pact**
- (12) **Format of letter of authority for participating in bid opening**
- (13) **Format for declaration by the bidder for Code of Integrity and
Conflict of interest.**

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of tender documents

1.6.1

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the critical date sheet. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference if any. Should the Purchaser deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids.

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.

1.7 Amendment of Tender Documents

- 1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments. However, the copies of the amendments would be sent by registered post/speed post/courier/e-mail to all the bidders who have purchased the tender documents. **It will be displayed at and IICB's website.**
- 1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Purchaser.
- 1.7.3 **The prospective bidders are required to keep a watch on the CSIR-IICB's website (www.iicb.res.in) and for any amendment to the tender document** or to clarification to the queries raised by the bidders. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/ clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness.

C. PREPARATION OF BIDS

1.8. Language of Bid

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language only.
- 1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9 Purchase Preference Policies

- 1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.
- 1.9.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

1.10.1 **Documents comprising the bid**

The bid prepared by the Bidder shall include documents as under:

A. Technical bid

- (a) Bidder Information Form;
- (b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- (c) Bid security/EMD as specified in the Invitation to Bids;
- (d) Service support details form;
- (e) Deviation Statement Form;
- (f) Performance Statement Form;
- (g) Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent;
- (h) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (i) Integrity Pact, if required;
- (j) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.)
- (k) Schedule of requirements.
- (l) Self certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- (m) Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.
- (n) If demonstration of the goods is deemed essential to ascertain conformity with the tendered specifications, then confirmation reflecting willingness to arrange demonstration of the equipment offered free of charge at CSIR-IICB, Kolkata or any other location on a mutually agreeable date.
- (o) **Undertaking for providing uninterrupted after sales services during the warranty period.**
- (p) **Declaration regarding suspension/banning/removal etc. from any Ministry / Country wide procurement / CSIR organizations and also acceptance for Code of Integrity & Conflict of Interest.**
- (q) **Firm shall provide an undertaking that 1) they will provide the uninterrupted after sales services during the warranty period. 2) Acceptance is provided for the payment terms pertaining to equipment/instrument.3) Acceptance is provided for the payment terms pertaining to AMC Charges, if separate order is placed after the expiry of the warranty period. If this undertaking is not provided then their offer may be rejected.**
- (r) Any other certificate/UNDERTAKING as mentioned under eligibility criteria,

technical specification and terms & conditions of the IICB's Tender Enquiry.

B Price bid

- (i) Bid form;
- (ii) Applicable Price Schedule Form;

1.11. Bid form and price schedule

1.11.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with Clause 1.18.3 of the bidding documents.

1.12. Bid Prices

1.12.1

(a) The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.

(b) Annual Maintenance Contract (AMC): -

(i) Non-Comprehensive AMC rate for 05 (five) years should be quoted after the expiry of warranty for 03 years. The Annual Maintenance charge would be required to be evaluated along with the Instrument/Equipment. **It will be considered for deciding the lowest technically suitable firm along with the main equipment. --- If it is not quoted as per the requirement of the purchaser as mentioned below then offer will be rejected as incomplete.**

(ii) Firm will quote for the following services on annual basis for Non-Comprehensive AMC rate for 05 (five) years after the expiry of warranty for 03 years.

- (1) No of Preventive Maintenance in a year:-02 Nos. at interval of 06 months ; and**
- (2) No. of breakdown visits during the year:-01 No. in a year.**

(iii) AMC order will be effective from the date of AMC Order.

(iv) The Director, CSIR-IICB reserves the right for placement/issuance of separate order for AMC on yearly basis after the expiry/successful completion of the warranty Period.

(c) Training & Demonstration :

The supplier should provide detailed onsite training at CSIR – Indian Institute of Chemical Biology, Kolkata after installations and commissioning of the said equipment at CSIR-IICB free of cost. This training shall be to the satisfaction of CSIR-IICB Scientists – **Required in this case. Training is required for operating the system/equipment for 02 years (twice in each year). It will be the part of evaluation criteria.**

(d) Installation & Commissioning:

Installation & Commissioning will be the sole responsibility of the Supplier. Installation & Commissioning with all infrastructural works have to be done by the supplier. The vendor will

complete the installation & commissioning within **30 days** from the date of supply of equipment to CSIR-IICB. - **Required in this case and it will be the part of evaluation criteria also.**

Pre-requisite for installation:- Offer/bid/quotation must include pre-requisite for installation and commissioning of the goods/equipment at CSIR-IICB. (Please see in Chapter No. 4)

(e) Warranty : warranty for 03 (Three) years on the system and 01 (One) year on Laser from the date of installation & commissioning at free of cost. It will be the part of the evaluation criteria also. (Firm shall provide an undertaking that 1)They will provide the uninterrupted after sales services during the warranty period provided by OEM. 2) Acceptance is provided for the payment terms pertaining to equipment/instrument.3) Acceptance is provided for the payment terms pertaining to AMC Charges, if separate order is placed after the expiry of the warranty period. If this undertaking is not provided then their offer may be rejected.

The Supplier must warrant that the goods supplied under the Contract are new, unused and the most recent or current and incorporate all recent improvements in design, materials as per specifications in this Tender Document. All Vendors (Manufacturers / Agents) must submit offers with at least **warranty for 03 years on the system and 01 year on laser** of the equipment is complete in all respects at Site, **(i.e., CSIR-Indian Institute of Chemical Biology, Kolkata, India)** which would be considered for the tender evaluation purpose. The successful installation & commissioning date along with the date to be reckoned for start of the warranty period needs to be certified by the vendor & the user scientist. This will be the part of the evaluation criteria for selecting the technically suitable firm and price comparison as well.

The warranty offered should be unconditional and the seller should agree to replace or repair the equipment at his cost. The spare parts for the warranty repair have to be provided by the vendor.

(f) Delivery Period:

(i) In case of Indigenous suppliers the firm delivery period (in weeks) after issue of Purchase Order must be given in the Technical Bid. Delivery is to be made at IICB-Stores, Kolkata. Delivery must be on FREIGHT PAID BASIS for despatch by Road. If way bill is required for delivery of the material to Stores, IICB, Kolkata shall be arranged by the supplier on their own cost (if charges are not mentioned in price schedule as extra).

(ii) Extension of Delivery Period : Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damage, in which case the extension shall be ratified by the parties by amendment of the Contract. Except as provided under the Force Majeure Clause, a delay the supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

(g) Denial Clause (over and above levy of Liquidated Damage): any increase in statutory duties and/or upward rise in prices due to the PVC (Price Variation Clause) clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate.

(h) Penalty clauses/ Liquidated Damage :-

(i) While granting extension of the delivery period, where the delivery of stores or any instalment thereof is accepted after expiry of the original delivery period, the Procuring Entity may recover from the contractor, as agreed, the LD a sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract. **LD may be imposed for delayed/late supply and installation as well.**

(ii) Delay in Installation & Commissioning beyond contractual deadline will result in forfeiture of Performance Bank Guarantee (PBG). **LD Clause may be applicable for delay in supply & installation.**

(iii) If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

(iv) Except as provided under the Force Majeure, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

(i) Force Majeure (FM) : FM means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

(j) Payment terms:- Pl. See clause No. 1.13.1 also.

[The financial quote in INR for placement of purchase order to the foreign supplier for imported items and making the payment through LC/Wire Transfer will not be accepted. Suppliers are requested to quote in foreign currency for imported items if purchase order is to be placed to the foreign supplier for shipment and making payment to the foreign supplier through LC/Wire Transfer.]

1. Payment for Indigenous supplier: 100% payment after full supply, complete & successful installation, commissioning, demonstration and training of the items at site on bill basis subject to the submission of PBG of 10% of the order value covering the period beyond 02 months of the warranty period (warranty period + 02 months). No Advance payment will be made.

All the bidders are requested to furnish the following details for making payment by e-mode

- i) 11 digit core banking Account Number
- ii) Type of Account (Saving / Current)
- iii) Name of Account Holder
- iv) Name of Bank & Branch
- v) IFSC Code Number
- vi) MICR Number

2. Payment for Foreign supplier:- LC will be opened for 100%. 80% payment through Letter of Credit(LC) against submission of PBG for 10% of the order value covering the period beyond two months of the warranty period (warranty period + 02 months) and balance 20% after complete and successful installation, commissioning, demonstration and training.

- **All bank charges abroad shall be to the account of the Beneficiary i.e supplier and all bank charges in India shall be to the account of the Opener i.e Purchaser.**

OR

100% Payment through Wire Transfer after full supply, complete & successful installation, commissioning, demonstration and training subject to the submission of PBG for 10% of the order value covering the period beyond two months of the warranty period (warranty period + 02 months).

3. Payment terms for AMC:-

- a) **No Advance Payment will be made.**
- b) **50% Payment of the AMC will be made after completion of first six months of the contract subject to the satisfactory service certificate from the user and balance 50% after completion of the AMC Contract period (Yearly basis) subject to the satisfactory service certificate from the user of the equipment under AMC**
- c) **The Income tax at source and GST TDS, if applicable will be deducted as per Govt. directives**
- d) **On emergency breakdown, equipment must be attended immediately not more than four working days (exclusive of date of intimation from IICB) failing which liquidated damage/penalty will be incurred @0.5 percent of the contract value for each week or part thereof delay up to maximum of 10 (Ten) percent of the order value.**

4. All payments due under the contract shall be paid after deduction of statutory levies at source (Like ESIC, Income Tax etc.), wherever applicable.

1.12.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

(a) For Goods manufactured within India

- (i) The price of the goods quoted Ex-works including taxes already paid.
- (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
- (iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
- (i) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CAMC, site preparation and training including any incidental services, if any.

(b) For Goods manufactured abroad

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.

- (ii) The charges for insurance and transportation of the goods to the port / place of destination both by Air/Sea.
- (iii) The agency commission charges, if any.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CAMC, site preparation and training including any incidental services, if any.

1.12.3 The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

1.12.4 **Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.**

1.12.5 The price quoted shall remain fixed during the contract period and shall not vary on any account.

1.12.6 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.12.7 The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification No. 54/2002-Customs on all imports covered under Notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No. 45/2017-Central Tax (Rate) both dated 14th November, 2017.

- CSIR-IICB will issue the required certificate alongwith Purchase Order of mentioned above for availing exemption on GST at reduced rates if PO is awarded.
- We don't issue any 'Form C' or 'Form D'.

1.12.8 Please state specifically in your offer whether the duties and taxes are extra over the prices quoted, failing which it will be presumed that the prices are inclusive of taxes and duties and no claim would be entertained for statutory variations at a later date.

1.12.9 Stipulations like "GST is presently not applicable but the same will be charged if it becomes leviable later on" is not acceptable unless in such cases it is clearly stated that GST will not be charged if the same becomes applicable later on due to increase in turn over etc. If a bidder fails to comply with this requirement, his quoted price shall be loaded with the quantum of duty which is normally applicable on the item in question for the purpose of comparison with the prices of other tenderers.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like TDS etc.), wherever applicable. If there is no explicit mention of taxes in your offer then quoted price will be deemed inclusive of such taxes. No other charges except those mentioned clearly in the quotation will be paid.

1.13. Bid Currencies

1.13.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries i.e. domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; cost of imported goods & services rendered in India, which are directly imported against the contract, may be quoted in foreign currency (currencies).

1.14. Documents Establishing Bidder's Eligibility and qualifications –

1.14.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.14.2 The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;

- (a) The bidder meets the qualification criteria listed in bidding documents if any.
- (b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.
- (c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.14.3 **Conditional tenders shall not be accepted.**

1.15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1.15.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

1.15.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced-bid; and
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1.15.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15.4 **Alternate offers/makes/models would not be considered.**

1.15.5 Submission of detailed requirements for installation & commissioning of the goods/equipment All Vendors / Agents must submit full details and requirements for Installation & Commissioning of the Equipment as per Technical Specifications submitted by them.

- (i) Water Supply (Filtered, Flow rate).
- (ii) Civil Works including Foundation, Flooring.
- (iii) Mechanical and Fabrication work required.
- (iv) Ambient Temperature Control (if required, as applicable).
- (V) Cooling requirement (if any).
- (vi) Electrical and Power requirements.
- (vii) Space and Dimensions for Installation of the equipment as per the Quotation of the Vendor.
- (viii) Requirements of Special Gases, if any.

1.15.6 BIS/International Specifications: Applicable BIS / INTERNATIONAL standards (like ISO etc.) may be provided Specification must be mentioned in the Technical Bid. Valid Certificate of Calibration traceable to International Standards must be indicated in the Technical Bid, if applicable.

1.15.7 Patent Right & IPR Laws: The supplier shall indemnify the purchaser against all third party claims of infringement of Patent, Trademark or Industrial Design Rights arising from the use of Goods or any part thereof in the Purchaser's country. The vendor should be sure about his claim on the ownership of technology and total compensation in the event of a claim should be paid to the buyer in case of patent infringement.

1.15.8 Right to Information Act.2005:- The tenderer may indicate if any information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of your company.

1.16. Bid Security/Earnest Money Deposit:- Pl. refer Chapter -A.

1.16.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

1.16.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

1.16.3 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

- (a) A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled commercial bank in India; or
- (b) Fixed Deposit receipt pledged in favour of the Lab. /Institute.
- (c) A Banker's cheque or demand draft in favour of the purchaser issued by any Scheduled commercial bank in India.
- (d) Bid Securing Declaration (Not applicable in this case).

1.16.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.16.9 are invoked.

1.16.5 The bid security should be submitted in its original form. Copies shall not be accepted.

1.16.6 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

1.16.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.

1.16.8 Bidders that are currently registered with the purchaser or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details. Except for MSEs, this exemption is valid for the trade group and monetary value of registration only. The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. Further firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSEs under the Public Procurement Policies for MSEs and can get registered with any of the following agencies:

- a) District Industries Centre
- b) Khadi and Village Industries Commission
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation
- f) Directorate of Handicraft and handloom and
- g) Any other body specified by the Ministry of MSME

1.16.9 Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

1.16.10 The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

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

1.17. Period of Validity of Bids

1.17.1 Bids shall remain valid for minimum of **120 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.17.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.17.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.18. Format and Signing of Bid

1.18.1 The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.

1.18.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

1.18.3 In case the bids are **invited on two-bid system**, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

1.18.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid detailing his/her name and contact details.

1.18.5 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the bid.

D. Submission and sealing of Bids

1.19. Submission, Sealing and Marking of Bids

1.19.1 The bidders may submit their duly sealed bids generally by post or by hand. (**Bids received by FAX/E-mail would not be considered for evaluation.**)

1.19.2 In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope. --- **Not APPLICABLE this case.**

1.19.3 In the case of bids invited on **two-part basis**, the Bidder shall seal the **un-priced commercial and technical bid** comprising the documents as listed in **ITB 1.10.1** and the priced bid in two separate envelopes duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope. ---**APPLICABLE this case.**

1.19.4

- (a) The inner and outer envelopes shall be addressed to the **Director, Indian Institute Of Chemical Biology IICB), Kolkata & Kind Attention:- Stores IR-IICB, Kolkata (Designation and Address of the officer concerned)** and deposited in the Tender box kept in Purchase Section, if delivered by hand.
- (b) **Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before _____"** to be completed with the time and date as specified in the invitation for bids.

Bid to be submitted in "**Single Stage Two Envelope Bid Format**" manually in sealed cover in the Tender-Box of the lab—Two Separate envelopes (1) Techno-Commercial (Un-priced) Bid & (2) Commercial/Price Bid---Both the envelopes should be kept in on another envelope by the vendor. --- Pl. follow the instruction as mentioned in the Clauses of 1.19.

1.19.5 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.

1.19.6 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid, if prepared separate from the technical bid, would be sealed immediately by the Tender Opening Committee without disclosing the price.

1.20. Deadline for Submission of Bids

1.20.1 Bids must be received by the Purchaser at the address specified at **Clause 1.19.4 (a)** not later than the time and date specified in invitation for bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

1.20.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.21. Late Bids

1.21.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be **rejected**.

1.21.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.22. Withdrawal, substitution and Modification of Bids.

1.22.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with **ITB Clause 1.19** duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Sub-Clause 1.18.4** (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with **ITB Clauses 1.18 and 1.19** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 1.20**.

1.22.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 1.22.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser

1.23.1 The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

- The Purchaser through its "TENDER OPENING COMMITTEE (TOC)" will open bids (Techno Commercial Un-priced Bids in case of Two Bids as per schedule & venue mentioned in this tender enquiry document in the presence of the authorized representative of participating/bidding firms. Representative must carry authorization letter for participation in tender opening meeting.
- In Two-Part Bidding (Two Bid System), the financial bid shall be opened only after technical evaluation. Financial bids of those firms would be opened only who would be declared technically suitable as per CSIR-IICB's tendered specifications by the Technical/Decision Making Committee of CSIR-IICB after technical evaluation of the technical-bids.

1.23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.23.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

1.23.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.23.5 **Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening as per form Annexed at **Chapter-8.****

1.24. Confidentiality

1.24.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.24.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.25. Clarification of Bids

- 1.25.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.
- 1.25.2 Any clarification and confirmation from the vendor after opening of the bid should not result in modification of their original offer in order to suit or meet the tendered specifications which would not be considered and accepted. Technical evaluation will be done strictly as per the details mentioned by the vendor in original offer with respect to the tendered specifications of CSIR-IICB. (Pl. note)
- 1.25.3 Any item not quoted in their original offer will not be accepted even though the party is willing to provide the materials + the unmentioned items at the same cost.
- 1.25.4 Any confirmation/clarification/modification by the vendor against the letter from CSIR-IICB for communicating them the technical points of rejection would not make the firm technically suitable and their offer will stand as technically rejected. Technical evaluation will be done strictly as per original offer submitted by the vendor with respect to the tendered specifications of CSIR-IICB.

1.26. Preliminary Examination

- 1.26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.10** have been provided, and to determine the completeness of each document submitted.
- 1.26.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Form and Price Schedule, in accordance with **ITB Clause 1.10**;
- (b) **All the tenders received will first be scrutinized to** see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
- (i) The Bid is unsigned.
 - (ii) The Bidder is not eligible.
 - (iii) The Bid validity is shorter than the required period.
 - (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - (v) Bidder has not agreed to give the required performance security or has not furnished the bid security.
 - (vi) The goods quoted are sub-standard, not meeting the required specification, etc.

- (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (viii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- (ix) **If EMD/Bid Security Form/Bid Security Declaration Form is not submitted as per the Terms & Conditions of the tender enquiry (if EMD is applicable in this case).**
- (x) **Non-submission of certified copy for Local Content for Local Supplier and Certificate for MSEs and declaration of debarment during last three years by any organization including CSIR Labs/Instts.**
- (xi) **Firm shall provide an undertaking that they will provide the uninterrupted after sales services during the warranty period. If this undertaking is not provided then their offer may be rejected.**
- (xii) **If Code of Integrity & Conflict of Interest (duly signed) is not submitted by the vendor.**
- (xiii) **Any other certificate/undertaking as mentioned under eligibility criteria, technical specification and terms & conditions of the IICB's Tender Enquiry.**

1.27 Bidder's right to question rejection.

1.27.1A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;

- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.27.2 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

1.28 Responsiveness of Bids-- -Pl. Also see Clause No. 1.26.

1.28.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.28.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.28.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.28.4 If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.29 Non-Conformity, Error and Omission

1.29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

1.29.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.29.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.29.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.30. Examination of Terms & Conditions, Technical Evaluation

1.30.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the Tender Enquiry of IICB, GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

- Prior to the detailed evaluation, the Purchaser will determine the *substantial responsiveness* of each bid to the Bid Document as mentioned at ITB (Responsiveness of Bids). Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security (where applicable), Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

1.30.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause 1.15**, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.30.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.28**, it shall reject the Bid.

1.31 Conversion to Single Currency

1.31.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two-part bidding) For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

1.32 Evaluation and comparison of bids

1.32.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.32.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.32.3 Purchase preference shall be given to all local suppliers in all procurements undertaken by the purchaser in the following manner:

(a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only, as per Para 06 of the invitation to bid/NIT. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition for the cost of procurement up to Rs. 50.00 lakhs.

(b) If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed, irrespective of value:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

(ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price which should fall within the margin of purchase preference of 20%. The contract for that quantity shall be awarded to such local supplier, who matches the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. The contract shall be awarded accordingly. In case some quantity is still left uncovered on the part of local suppliers, the balance quantity may also be ordered to the L1 bidder.

(c) If the tendered item is not divisible, the following procedure of evaluation shall be followed:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price, subject to local supplier's quoted price falling within the margin of purchase preference of 20%. Accordingly, the contract shall be awarded to the local supplier matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price. This may be repeated until all the local suppliers are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.

1.32.4 Further, In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.

1.32.5 Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) per cent out of 25 (twenty five) per cent is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

1.32.6 In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.

- **All the provisions of the Govt. of India vide their notifications/guidelines will be applicable while evaluation of offers including financial bids pertaining to MSE and Make of India.**

1.32.7 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

For goods manufactured in India

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

For goods manufactured abroad

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

1.32.8 **The comparison between the indigenous and the foreign offers** shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

- (a) Towards customs duty and other statutory levies—as per applicable rates.
- (b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

Most Important:- The bidder should give a clear cut breakup of EXW, FOB/FCA, CIF/CIP prices to facilitate proper comparison with the purchaser reserving the right to order on either basis, failing which the bid would be summarily ignored.

Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.

1.32.9 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in **ICC Incoterms 2010** as may be amended from

time to time by the ICC or any other designated authority and favourable to the purchaser.

- 1.32.10 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.
- 1.32.11 The GCC and the SCC shall specify the mode of transport i.e., whether by **air/ocean/road/rail**.
- 1.32.12 There is **no provision to purchase optional items**. The specifications embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.
- 1.32.13 The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with the terms & conditions mentioned in this tender enquiry documents.
- 1.32.14 Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining *inter-se* position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.
- 1.32.15 If the bidder has quoted certain optional items, these items should not be taken into consideration for the evaluation of the bid unless the specifications of the optional item quoted by the vendor are part of original indented specification.
- 1.32.16 **Warranty, Installation, Commissioning, Demonstration and training including AMC charges, if any, as mentioned in this tender enquiry document will be the part of evaluation criteria.**

1.33 Contacting the Purchaser

- 1.33.1 Subject to **ITB Clause 1.25**, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 1.33.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.34 Post qualification

- 1.34.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.14**.
- 1.34.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.34.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. AWARD OF CONTRACT

1.35 Negotiations

1.35.1 Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.36 Award Criteria

1.36.1 Subject to **ITB Clause 1.39**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.37 Purchaser's right to vary Quantities at Time of Award

1.37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.

1.38 Option Clause

1.38.1 The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

1.39 Purchaser's right to accept Any Bid and to reject any or All Bids

1.39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.40 Notification of Award

1.40.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

1.40.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.40.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.41 Signing of Contract

1.41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.

1.41.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

1.42 Order Acceptance

1.42.1 The successful bidder should submit Order acceptance within **14 days from the date of issue of order/signing of contract**, failing which it shall be presumed that the vendor is

not interested and his bid security is liable to be forfeited pursuant to **clause 1.16.9 of ITB**.

1.42.2 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.43 Performance Security

1.43.1 Within **21 days of receipt of the notification of award/PO**, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period.

1.43.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.43.3 **The Performance Security shall be denominated in Indian Rupees** for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.

1.43.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

1.43.5 **The Performance security shall be in one of the following forms:**

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents. Or

(b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,

(c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

1.43.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, **without levy of any interest**.

1.43.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.43.8 The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

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

1.44. Pre-bid Conference (PBC) --- Pl. See Chapter-B pertaining to PBC.

1.44.1 A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

1.45 Integrity Pact

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

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

- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iv) **Undertaking (as part of Fall Clause)** by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- iv) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- v) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- vi) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;

vii) Integrity Pact lays down the punitive actions for any violation.

1.45.3 Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

1.45.4 **The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.**

1.45.5 The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

1.45.6 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

1.45.7 The modal format of IP is at Chapter-8.

1.46 Applicable Law

1.46.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved as per Point No. 1.47 (Settlement of Disputes).

1.47 Settlement of Disputes

(i) 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.

(ii) 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.

(iii) 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 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

(b) in the case of a dispute between the purchaser 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.

(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

(v) Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

Yours faithfully,



(A. K. Pandey)

Stores & Purchase Officer

For & On behalf of The Council of Scientific & Industrial Research

Chapter 4

Technical Specifications and Allied Technical Details of the equipment

Name of the Equipment:- Micro Raman Spectrometer

TECHNICAL SPECIFICATIONS OF MICRO RAMAN SPECTROMETER

Integrated Micro Raman Spectrometers should have high stability open space research grade confocal microscope, transfer and filtering optics, an achromatic spectrograph equipped with gratings, multichannel detector, laser, Motorized stage and relevant software and computer platforms with the following specifications. The system should be mirror based and direct coupled system, fiber coupling is not favoured.

1. **Spectrometer:** A large focal length (≥ 250 mm), Czerny-Turner type achromatic spectrograph should be equipped with reflective optics and with the following specifications;
 - a. Spectral Range: 200nm–2100 nm
 - b. Raman range – 50cm^{-1} - 4000cm^{-1} or better
 - c. Spectral resolution: $< 0.5\text{ cm}^{-1}$ or better
 - d. Spatial Resolution: A lateral resolution should be better than 0.5micron and an axial resolution typically should be better than 1.5 microns with a 100X objective in the visible range.
 - e. Gratings – holographic 2400 gr/mm (for UV), 1800 and 600 gr/mm to be mounted on a motorized turret driven by software, to vary spectral resolution. The gratings should be quickly and easily interchangeable without realignment.
 - f. Interface: USB/RS-232
 - g. Power supply: 220-230 VAC, single phase

2. **Entrance optics assembly:**
 - a. A filter wheel with neutral density filters of atleast 9 positions(%) to be provided and it should be controlled by software for varying the laser power on sample
 - b. Laser line filters
 - c. An adjustable kinematic rejection filter mount to allow fine tuning of the filter operation angle for low frequency cut-off adjustment and easy and quick exchange of excitation wavelength.

3. **Confocal Microscope with high stability:**
 - a. It should have removable bottom stage
 - b. An internal white light illuminator
 - c. Objective turret with following plan-achromatic objectives:
 1. 5X visible, NA = 0.1
 2. 10X visible, NA = 0.25
 3. 100X visible, NA = 0.9
 4. 40X NUV objective, NA = 0.50, WD = ~1 mm (for UV Laser)
 5. 50X LWD visible objective, NA = 0.50 WD = ~10 mm
 - d. High grade Colour video camera should be provided for viewing the sample under white light illumination and to simultaneously visualize the laser spot. Switching between video and Raman mode is to be automated.

4. Confocal coupling optics between the microscope and the spectrometer:

Software controlled continuously adjustable confocal pinhole from several microns to 1mm should be provided.

5. Automated Microscope Stage for Mapping

Motorized XY (X = 75 mm - Y = 50 mm) and motorized Z device stage to be controlled by software. XY specifications: repeatability $\leq 1 \mu\text{m}$; accuracy $\pm 3 \mu\text{m}$; resolution (minimum step size) = 10nm. Z specifications: resolution (minimum step size) = 0.01 micron. Should include positioning joystick, an external controller, software package and Raman autofocus capability. Motorized XYZ stage should come with high speed Raman Mapping mode for fast Mapping applications.

6. Backward alignment control system:

It should allow the visual control of the optical alignment of the laser from the sample to the detector

7. CCD Detector:

- a. Spectral Range: 200nm to 1050 nm or better
- b. Cooling Type: Peltier cooled to -60 deg C or better
- c. Pixel Format: Minimum 1024x256
- d. Pixel Size: 26x26 microns
- e. Chip size: Minimum 1 inch for maximum wavelength coverage and fast spectral measurement
- f. Read out noise typically 4.7 e-/pixel or better
- g. Dark current typically 0.0052e-/pixel/sec or better
- h. Quantum efficiency > 30 % (visible and IR wavelengths)
- i. Interface: USB/RS-232.

8. Lasers:

- a) 325nm He-Cd Laser with minimum output power of 20 mW or more
- b) 532nm DPSS laser air 100mw or more
- c) 785nm Diode laser 100 mW or more
- d) He-Ne laser 633nm power >15mw

9. Powermeter should be provided to cover all the laser wavelengths

10. UPS: Suitable online UPS (2 kV or better) for at least 30 min back up

11. Optical bench: Suitable optical Bench (vibration control) to place Raman spectrometer

12. Liquid Cell UV-Vis-NIR macro cuvette cell holder should be provided with 10x10 cell with cap

13. Computer and software:

- a. Software should be compatible with Windows based operating system and should be supplied with computer dongle permitting the control of the instrument, data acquisition, and data manipulation including Raman mapping and storage option.

The software should have advanced chemo-metric and Macro programming capabilities.

- b. A computer with latest configuration should be provided with monitor for operating the instrument and data analysis. Also a good quality projector (HD, more than 1000p resolution, LCD) for displaying and image analysis on big screen

14. Warranty: Three years on the system, one year on Laser

15. Installation & Training: To be included , training for operating the system, two years (twice in each year)

Warranty: warranty for 03 years on the system and 01 year on Laser from the date of installation & commissioning and non-comprehensive AMC for 05 years after the expiry of warranty period of 03 years ---It will be the part of the evaluation criteria.

Bid will be accepted in Multi-currency.

Tendered Technical specifications of CSIR-IICB will be the parameter of technical evaluation of the offered equipment including required warranty of the offered goods / equipment by the vendor along with eligibility criteria and other terms and conditions mentioned in the tender enquiry of CSIR-IICB. Vendor is requested to offer the model which completely satisfies the technical specification of CSIR-IICB.

Any clarification on technical points asked by the technical committee of CSIR-IICB will be for the clarity of the goods / equipment for arriving at a proper decision. Any clarification from the vendor of such nature which modifies the original quote in order to suite the technical specifications of IICB after opening of the technical bids will not be accepted.

CSIR-IICB reserves the right to ask the vendors / suppliers to submit the shortfall documents pertaining to their eligibility criteria, if not readable, mentioned in the tender document after opening of the bids / technical offer (under Two-Bid format) within the stipulated time failing which their technical offer may be considered as non-responsive. No document pertaining to eligibility criteria will be asked for submission after opening of bids and offer will be rejected.

Vendor has to arrange the demonstration of the offered equipment at their cost if desired by CSIR-IICB failing which their offer will be considered as non-responsive and non-compliance to the terms & conditions of the tender document. Such demonstration, if arranged by the vendor on IICB's request, must establish the technical specifications and parameters of the tendered technical specifications of CSIR-IICB for the acceptance of their offer.

Firm shall provide an undertaking that

- 1) **They will provide the uninterrupted after sales services during the warranty period of 03 (Three) years.**

- 2) Acceptance is provided for the payment terms pertaining to equipment / Instrument.
- 3) Acceptance is provided for the payment terms pertaining to AMC Charges, if separate order is placed after the expiry of the warranty period.

If the above undertakings are not provided then their offer may be rejected.

4.1 General

1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified here.
2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination.
3. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
4. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser 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 Purchaser.
5. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
7. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
8. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

9. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
10. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.
11. On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

4.2 Manufacturer's Inspection Certificate

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testin

4.3 Pre Dispatch Inspection by the Purchaser :- Not applicable

4.4 Third Party Inspection :- Not applicable.

4.5 Acceptance Test

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

On the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.

4.5 Installation & Commissioning:- Pl. see Chapter -1

4.7 Training :- Applicable-- Pl. see Chapter -1

Free training should be imparted to the purchaser at the purchaser's premises on operation, trouble shooting and maintenance of the supplied item.

4.8 Warranty :- Applicable --Pl. see Chapter -1

The warranty of the equipment should be for a period of **36 months** from the date of acceptance. During the warranty period upgrades of the software, if any should be provided free of cost.

4.9 Annual Maintenance Contract:-Applicable-- Pl. see Chapter -1

CHAPTER 5

Price Schedule Forms

Table of Content

Sl. No.	Type of Price Schedule Form
01.	Price schedule for Goods being offered from abroad
02.	Price schedule for Goods offered from India

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

(If quotation is in Indian Currency)

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forwarding up to station of dispatch, If any	Charges for inland transportation, insurance up to Lab. / Instt.by air/road/ rail (retain one only)	Total Price	Installation, Commissioning and training charges, if any

Note:

Total Bid price in Indian currency _____

in words _____

(a) The cost of optional items, if any shall be indicated separately

(b) Cost of Spares, if any

Signature of Bidder _____

Name _____

Business Address _____

CHAPTER 6

Qualification Requirements

Criteria 1 – Eligibility Criteria:- Pl. refer Chapter-1 of the Tender Enquiry Document.

Criteria 2 - Financial Standing – under all conditions (If any as mentioned in the tender documents in Chapter-1.

Ministry of MSME have clarified that all Central Ministries/Departments/Central Public Section Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications. Further, the condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (rule 173 (i) of GFR 2017))

Note: In case of Indian Bidders/companies (manufacturer or principal of authorised representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.

Applicability in Special Cases:

- a) Applicability to 'Make in India' :Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:
 - i) their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
 - ii) the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
 - iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- b) Authorized Representatives: Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:
 - i) their principal manufacturer meets all the criteria above without exemption, and
 - ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
 - iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product'.

Note for Bidders:

- a) 'Doctrine of Substantial Compliance': Pl. refer Chapter-1 of the Tender Enquiry Documents.
Qualification /eligibility criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the eligibility criteria and the terms & conditions mentioned in the present tender enquiry documents. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
- b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.**
- c) In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:
- i) The Principal manufacturer directly or through one Indian agent on his behalf; and
 - ii) Indian/foreign agent on behalf of only one principal.
- d) Along with all the necessary documents/certificates required as per the tender conditions.
- e) Supporting documents submitted by the bidder must be certified as follows:
- (i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded. Pl. also see
- f) A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.
- g) Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.
- h) All the terms & conditions mentioned in tender enquiry documents including Chapter-1 will be applicable. All certificates & undertaking as asked for submission in the tender enquiry documents will be applicable.

Chapter 7
Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by _____ [*insert complete name and address of Purchaser* (hereinafter called “the Purchaser”), and

(2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the

Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award

(g) *[Add here any other document(s)]*

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

CHAPTER 8

Other Standard Forms

(To be enclosed as indicated below)

Table of Contents

Sl. No.	Name
01.	Bidder Information Form (to be enclosed with the technical bid)
02.	Manufacturers' Authorization Form (to be enclosed with the technical bid)
03.	Bid Security Form (to be enclosed with the technical bid)
04.	Bid Securing Declaration. (to be enclosed with the technical bid)
05.	Performance Statement Form (to be enclosed with the technical bid)
06.	Deviation Statement Form (to be enclosed with the technical bid)
07.	Service Support Detail Form (to be enclosed with the technical bid)
08.	Bid Form (to be enclosed with the priced bid)
09.	Performance Security Form (to be enclosed with the technical bid)
10.	Acceptance Certificate Form (to be enclosed with the technical bid)
11.	Integrity Pact (to be enclosed with the technical bid)
12.	Format of Letter of Authority for participating in bid opening
13.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.

Bidder Information Form

(Refer para 5.1.2 (ix)(a) of the CSIR Manual)

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for bids]*

Page 1 of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

MANUFACTURERS' AUTHORIZATION FORM

(Refer para 5.1.2 (ix)(b) of the CSIR Manual)

[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 and be enclosed with the technical bid.]

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 type 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 following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with IICB's Tender Enquiry, with respect to the Goods offered by the above 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]*

BID SECURITY FORM

(Refer para 5.1.2 (ix)(c) & 6.1.1 (01) of the CSIR Manual)

Whereas _____ (hereinafter called the tenderer”) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender”) against the purchaser’s tender enquiry No. _____

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser”)

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

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.

Or

- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

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

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

(Signature of the authorized officer of the Bank)

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

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

Bid-Securing Declaration Form

(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)

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)

PERFORMANCE STATEMENT FORM
(Refer para 5.1.2 (ix)(e) of the CSIR Manual)

(For a period of last 3 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory? (Attach a certificate from the purchaser/Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place :
Date :

DEVIATION STATEMENT FORM

(Refer para 5.1.2 (ix)(f) of the CSIR Manual)

Sl.No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part / Accessory	Compliance Whether Yes of No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation 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
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Signature of Bidder

- ✓ 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 and seal of the
Manufacturer/Bidder

NOTE:

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

SERVICE SUPPORT FORM

(Refer para 5.1.2 (ix)(g) of the CSIR Manual)

Sl. No.	Nature of training Imparted	List of similar type of Goods/equipment serviced in the past 3 years	Address, Telephone Nos. , Fax Nos. and e-mail address

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

Place :

Date :

Bid Form

(Refer para 5.1.2 (ix)(h) of the CSIR Manual)

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

- (e) Our bid shall be valid for the period of time specified in ITB from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause.
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

[insert signature of person whose name and capacity are shown]

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PERFORMANCE SECURITY FORM

(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
.....

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

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, Name & Address of the Issuing Branch of the Bank

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

ACCEPTANCE CERTIFICATE FORM

(Refer para 5.1.2 (ix) (j) of the CSIR Manual)

No. _____

Dated: _____

M/s. _____

Sub: Certificate of commissioning of equipment

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

- (a) Contract No. _____ Date _____
- (b) Description of the equipment _____
- (c) Name of the consignee _____
- (d) Scheduled date of delivery of the consignment to the Lab./Instts. _____
- (e) Actual date of receipt of consignment by the Lab./Instts. _____
- (f) Scheduled date for completion of installation/commissioning _____
- (g) Training Starting Date _____
- (h) Training Completion Date _____
- (i) Names of People Trained _____
- (j) Actual date of completion of installation/commissioning _____
- (k) Penalty for late delivery (at Lab./Instts. level) _____
- (l) Penalty for late installation (at Lab./Instts. level) _____

Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered

02. The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily

or

The supplier has failed to fulfil his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier

For Purchaser

Signature

Signature.....

Name

Name.....

Designation

Designation.....

Name of the firm.....

Name of the Lab/Instt.....

Date

Date.....

Format of Integrity Pact

(Refer para 5.1.2 (ix) (k) of the CSIR Manual)

INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as “The Principal”.

Andherein referred to as “The Bidder/ Contractor.”

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

Section 4 – Compensation for Damages

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

recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-

binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

Place.....

Date.....

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

Place.....

Date.....

Witness 1:(Name & Address): _____

Witness 2:(Name & Address): _____

Format of Letter of Authority for participating in bid opening

(On the letter head of the bidder)

Ref.No. _____

Date: _____

Subject: Authorisation letter for participants in the bid opening process

To

(Name & Address of the Purchaser)

Sir

With reference to your invitation for bid No. _____ dated _____, we wish to inform you that we have participated in the bidding process and have submitted bid bearing Ref. No. _____ dated _____.

In line with your requirement, we hereby authorise Sh/Smt. _____ to participate in the bid opening process scheduled on _____ at _____ hrs (IST) in your premises. A copy of the identity of the representative is attached duly certified by the undersigned.

Thanking you

Yours faithfully,

(Signature of the bidder with seal)

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned in ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal