



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

For Procurement of “Fully automated Tray Loading/Drying Chamber freeze dryer suitable for freeze drying of samples in trays” through Submission of offer in “**Single Stage Two Envelops System (Two Bid System)**” through NIC’s CPP Portal by way of URL <http://etenders.gov.in/e procure/app>

Bid to be submitted in “**Single Stage Two Envelops System (Two Bid System)**” through NIC’s CPP Portal by way of URL <http://etenders.gov.in/e procure/app> as per schedule mentioned in the Tender document.

The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/e procure/app>). Manual/Offline bids shall not be accepted under any circumstances.

In case of discrepancy between “Important Dates & Time” mentioned in this tender document and the “Critical Dates” mentioned in NIC’s CPP Portal then the dates and time displayed as “Critical Dates” at NIC’s CPP Portal will be final and binding upon the vendors.

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/599/618/25/2020-21;
Dated 05.10.2020

NB: THIS BID DOCUMENT IS FREE OF COST IF DOWNLOADED FROM NIC'S CPP PORTAL BY WAY OF URL <http://etenders.gov.in/e procure/app>

Contents of Bid Document

The goods required, bidding procedures and contract terms are prescribed in this Bid Document which includes the following:

Chapter No.	Title	Sub Title	Clause No.
I	Notice / Enquiry for Submission of offer in Single Stage Two Envelops System (Two Bid System)	-----	-----
II	Technical Specifications & Other Important Requirements pertaining to instrument	-----	-----
III	Instructions to Bidder (ITB) for submission of quotation etc. and Terms & Conditions	A. Eligibility/Qualification Criteria	1 – 2
		B. The Bidding Documents	3 – 5
		C. Preparation of Bids	6 – 18
		D. Submission of Bids	19 – 23
		E. Opening & Evaluation of Bids	24 – 33
		F. Payment Terms	34
		G. Penalty Clause	35
		H. Award of Contract	36 – 45
IV	Bidder Information Form	-----	-----
V	Bid Form	-----	-----
VI	Bid Security Form & Bid-Securing Declaration Form	-----	-----
VII	Manufacturer's Authorization Form	-----	-----
VIII	Bidder's Performance Statement Form	-----	-----
IX	Service Support Details Form	-----	-----
X	Deviation Statement Form (ITB)	-----	-----
XI	Technical Compliance Statement Form	-----	-----
XII	Contract Form	-----	-----
XIII	Declaration Form by Bidder for Code of Integrity & Conflict of Interest	-----	-----
XIV	Bank Guarantee for Advance Payment	-----	-----
XV	Performance Bank Guarantee Format for Performance Security	-----	-----
XVI	Price Schedule Form for Goods Being Offered From India	-----	-----
XVII	Certificate to be submitted by the bidding/participating firm in their letter Head		

Chapter – I



सी. एस. आई. आर. – भारतीय रासायनिक जीवविज्ञान संस्थान
CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY
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Enquiry No.: **IICB/PUR/599/618/25/2020-21**

Date : **05.10.2020**

TENDER FOR SCIENTIFIC EQUIPMENT **(Submission of offer in Two Bid Format)**

Tenders/Bids are invited under **Single Stage Two Envelops System (Two Bid System)** from reputed Equipment Manufacturers / Indian Authorized Agents of Foreign Suppliers for the supply of Scientific Equipments as mentioned below:-

Sl. No.	Name of the Item/Description	Quantity	Earnest Money Deposit (EMD) to be submitted along with Technical Bid
01.	Fully automated Tray Loading/Drying Chamber freeze dryer suitable for freeze drying of samples in trays (Details are provided at Chapter II)	01 Unit	INR Nil

- Bid must be quoted in INR only.**

The Tender Documents can be downloaded from the NIC's CPP Portal 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.

The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/e procure/app>). Manual/Offline bids shall not be accepted under any circumstances.

IMPORTANT DATES & TIME

Bid Publishing Date	09.10.2020 at 05.00 PM (IST)
Document Download / Sale Start Date	09.10.2020 at 05.00 PM (IST) onwards
Bid Submission Start Date	09.10.2020 at 05.00 PM (IST) onwards
Last date and time of submission of Bid /Quotation (Bid Submission closing date)	03.11.2020 up to 03:00 PM (IST)
Bid Opening Date	04.11.2020 at 03:00 PM (IST) onwards
Venue of Opening of Bids	NIC's CPP Portal
Tenders to be submitted at	NIC's CPP Portal

Important note :

- Please strictly adhere to the dates/times mentioned in this document.

In case of discrepancy between "Important Dates & Time" mentioned in this tender document and the "Critical Dates" mentioned in NIC's CPP Portal then the dates and time displayed as "Critical Dates" at NIC's CPP Portal will be final and binding upon the vendors.

- Prospective bidders are requested to submit their offers in **Single Stage Two Envelops System (Two Bid System)** through NIC's CPP Portal only as per CSIR-IICB's tender document.
- Requests for postponement will not be entertained.
- Tentative Time Schedule of Procurement Planning is mentioned below:

Sl. No.	Stage	Tentative Time Frame
01	Date of Opening	04.11.2020
02	Date of completion of technical bid evaluation	04.11.2020 + 50 days
03	Date of communication of rejection of bids	04.11.2020 + 60 days
04	Date of receipt of context, if any, from bidders	04.11.2020 + 70 days
05	Evaluation of Financial Bid	04.11.2020 + 80 days
06	Notification of Award	04.11.2020 + 90 days

Thanking you,

Yours faithfully,



(A. K. Pandey)
Stores & Purchase Officer
(For and On behalf of The Council of Scientific & Industrial Research)

(033) 2483-1982 / 2499-5837
Email : akpandey@iicb.res.in
purchase@iicb.res.in

Chapter II
Technical Specifications & Other Important Requirements :

Tray Loading/ Drying Chamber freeze dryer suitable for freeze drying of samples in trays

Condenser capacity: 3 kg/Lit or higher
Condenser performance capacity in 24 hrs: 3 kg/Lit or higher
Condenser coil: 304L/316L SS
Condenser temperature: -80 °C or better
Two Stage Refrigeration
No. of compressor: Two
Door type front loading chamber having shelves
No. of shelves connected with on/off inbuilt heaters: 3 or more
Construction material of chamber type manifold: 304L/316L SS or better
HCFC/CFC free Refrigeration system
Defrost system to minimize process time
Communication port: USB and Ethernet
Microprocessor based controller
Digital display of temperature and vacuum conditions
Pre-freezing function
Electrical/hot gas defrosting
Vacuum leak sensor
Cold trap
Vacuum indication in mTorr/mbar and other units
Should have vacuum control option to maintain set point vacuum level
Should have solvent trapper for protection of the pump and instrument
Safety features: Should have audio-visual alarm system for emergency conditions (like power failure, improper voltage supply, collector temperature rise, low vacuum, compressor overload, high pressure) to protect the instrument from damage.
Should have sensor to prevent vacuum pump start up if moisture is detected in the collector.
Include any other items necessary for the machine to run the sample for drying
Vacuum Oil: 5 Lit or more

Vacuum Pump specification:

Vacuum pump should be compatible and protected for use with acid and other corrosive chemicals

Minimum Displacement capacity: 90 L/ minute (or more)

Ultimate vacuum (partial pressure): 2×10^{-3} to 7×10^{-3} mbar

Thermal Protector to switch off the pump in case of motor overheating

Should include vacuum pump oil and exhaust filter with oil mist and odor filter elements.

Must be made by the original company/ manufacturer

Operating voltage: 200-240 V, Single phase

All other accessories (like Flasks, Suitable O-Ring, Filter Paper, Flask Cover, gasket, etc.) if required for proper functioning of the machine should be included

Should have able to provide services within 4 working days in a service issue

Suitable Voltage stabilizer.

Three years comprehensive warranty for instrument

All technical features should be reflected in original product catalogue and should be available on the manufacturer's website.

Warranty: Warranty for 03 (three) years from the date of installation. Warranty date will start from the date of installation, demonstration of the equipment --- It will be the part of the evaluation criteria.

Bid will be accepted in Indian Currency only and hence payment can be made in Indian Rupees only.

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 etc. (if submitted documents are 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. Firms will not be asked to submit any documents pertaining to eligibility criteria and terms and conditions mentioned in the IICB's tender enquiry after opening of bids/offers and the same will be rejected as incomplete offer.

Firm shall provide an undertaking that (i) They will provide the uninterrupted after sales services to ensure the smooth operation of the instrument during the warranty period of 03 (three) years. (ii) They will provide the services within 04 working days during the warranty period in case of service issue of the supplied instrument If this undertaking is not provided then their offer may 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.

Final Destination : CSIR-Indian Institute of Chemical Biology, 4, Raja S C Mullick Road, Jadavpur, Kolkata - 700 032. ~~CSIR-Indian Institute of Chemical Biology TRUE (Translational Research Unit of Excellence) CN-6, Salt Lake, Sector -V, Kolkata - 700 091.~~

PBG : 10% of the order value for the period covering beyond two months of the warranty period of 03 years will be applicable.

Installation: Installation is to be provided by the vendor. It will be the part of the evaluation criteria.

Expected delivery period:- One month from the date of placement of Purchase Order. However this would not be the criteria for evaluation for rejection. However, vendors are requested to provide the reasonable delivery period from the date of placement of PO.

Chapter – III
INSTRUCTIONS TO BIDDER (ITB) FOR SUBMISSION OF QUOTATION ETC. AND
TERMS & CONDITIONS

A. ELIGIBILITY/QUALIFICATION CRITERIA

1. Eligible Bidders

1.1 Bids are invited from all manufacturers or their dealers specifically authorized by the manufacturers (see Chapter VIII of this document) to quote on their behalf for this tender and Indian agents of foreign principals, if any who have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the “Technical Specification”. Such equipments must be of the most recent series/models incorporating the latest improvements in design. 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.

1.2 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.
- Manufacturer’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.
- Manufacturer’s authorization must be provided in the format as mentioned in the IICB’s Tender Enquiry.
- MSME Manufacturers will submit their quote directly. If quote is submitted by their authorized dealer then MSME manufacturer’s registration documentary evidence will be required for availing price preferences etc.
- If quoting firm is MSME registered firm but not the manufacturer of the offered equipment then offered requirement must be under the scope of manufacturing of MSME manufacturer for price preferences. If MSME registered firm submits the quotation on behalf of non-MSME manufacturer then price-preferences will not be considered for commercial evaluation and any benefits pertaining to exemption from submission of EMD etc.
- EMD exemption, if applicable will be considered for MSME (NSIC) registered firm if offered equipment is under the scope of manufacturing of MSME/NSIC registered firm or manufacturer.

1.3 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.

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

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

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

1.10 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.

1.11 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.

1.12 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.

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

1.14 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.

1.15 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.

1.16 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.

1.17 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.

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

1.19 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.

1.20 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:

1. In case of proprietary MSE, proprietor(s) shall be SC /ST.
2. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty one percent) shares in the unit.
3. 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.

1.21 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.

1.22 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.

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

1.24 Code of Integrity

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.

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;

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.

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.

In pursuant of the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India and IICB's Notice bearing No. IICB/Pur/SPO/GFR/2020-21 dated 27.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India, firms are required to submit the "Certificate as per format (Annexure-.....)" as mandatory eligibility criteria for acceptance of their offers. If this certificate is not provided by the firm then their offer will be rejected. No such certificate from the firm will be accepted after opening of the bids.

Clauses:-

- (i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender/enquiry only if the bidder is registered with the Competent Authority.
- (ii) "Bidder" (including the term 'tendered', 'consultant' or 'service provider' in certain (contexts) means means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this Order (i.e. OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- (iv) The "Beneficial Owner" for the purpose of (iii) above will be as under:-
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is identified (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.
- (v) An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

- (vi) The successful bidder shall not be allowed to sub-contract the Purchase Order (in full or in part) or any work/services mentioned in the contract/Purchase Order to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

2 Cost of Bidding

2.1 The bidders 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.

B. THE BIDDING DOCUMENTS

3. Cost of Bid Document

3.1 The Tender Documents can be downloaded from the website free of cost.

3.2 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.

3.3

The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/e procure/app>). Manual/Offline bids shall not be accepted under any circumstances.

In case of discrepancy between “Important Dates & Time” mentioned in this tender document and the “Critical Dates” mentioned in NIC’s CPP Portal then the dates and time displayed as “Critical Dates” at NIC’s CPP Portal will be final and binding upon the vendors.

4 Contents of Bid Document

4.1 The goods required, bidding procedures and contract terms are prescribed in this Bid Document which includes the following:

Chapte	Title	Sub Title	Clause No.
I	Notice / Enquiry for Submission of offer in Single Stage Two Envelops System (Two Bid System)	-----	----
II	Technical Specifications & Other important Requirements pertaining to the Equipment	-----	----
III	Instructions to Bidder (ITB) for submission of quotation etc. and Terms & Conditions	A. Eligibility/Qualification Criteria	1 – 2
		B. The Bidding Documents	3 – 5
		C. Preparation of Bids	6 – 18
		D. Submission of Bids	19 – 23
		E. Opening & Evaluation of Bids	24 – 33
		F. Payment Terms	34
		G. Penalty Clause	35
		H. Award of Contract	36 – 45
IV	Bidders Information Form	-----	----
V	Bid Form	-----	----
VI	Bid security form & Bid-securing Declaration form	-----	----
VII	Manufacturer’s Authorization Form	-----	----
VIII	Bidder’s Performance Statement Form	-----	----
IX	Service Support Details Form	-----	----
X	Deviation Statement Form (ITB)	-----	----
XI	Technical Compliance Statement Form	-----	----
XII	Contract Form	-----	----
XIII	Declaration Form by Bidder for Code of Integrity & Conflict of Interest	-----	----
XIV	Bank Guarantee for Advance Payment	-----	----
XV	Performance Bank Guarantee	-----	----

	Format for Performance Security		
XVI	Price Schedule for Goods Being Offered From India	-----	-----
XVII	Certificate to be submitted by the bidding/participating firm in their letter Head		

4.2 4.2 The Bidder is expected to examine all instructions, forms, terms (ITB) 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 shall result in rejection of the bid.

5 Amendment To Bid Document

5.1 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 Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document. **It will be displayed at NIC's CPP Portal and IICB's website.**

5.2 **The prospective bidders are required to keep a watch on the CSIR-IICB's website (www.iicb.res.in) and NIC's CPP Portal under "CORRIGENDUM" 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.

5.3 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 also extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

6. Language of Bid

6.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by English version.

7. Documents Comprising the Bid

- The bid is required to be submitted in **Single Stage Two Envelops System (Two Bid System)** at NIC's CPP Portal.
- Detailed Specifications, International Standards (BIS / INTERNATIONAL), Catalogues, List of users & Technical Details, Technical Compliance Sheet, etc. along with Operating Parameters, Pre-Installation Requirements, payment terms, warranty.
- Bid Security Form/EMD/Bid Security Declaration Form as Specified In the Invitation to Bids (ITB), if applicable
- Service Support Details Form
- Technical Specification Compliance Form
- Deviation Statement Form
- Performance Statement Form
- Manufacturer's Authorization Form etc. as required by this tender document.
- Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per the qualification requirements/criteria.
The comprehensive Annual Maintenance Contract (CAMC) and Non-Comprehensive Annual Maintenance Contract (NAMC) terms and conditions detailing the exclusions, if any and the estimated life of the equipment offered.
- 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.
- **Declaration of Local Content for Local Supplier and MSE's Certificate.**
- **Undertaking for providing uninterrupted after sales services during the warranty period.**
- **Declaration regarding suspension/banning/removal etc. from any Ministry / Country wide procurement / CSIR organizations and also acceptance for Code of Integrity & Conflict of Interest.**

7.1 Annual Maintenance Contract (AMC): **Not Required to be evaluated.**

(i) **Comprehensive & Non-Comprehensive AMC rate for 03 years should be quoted separately as optional after the expiry of warranty for 03 years.** The Annual Maintenance charge would only be an estimate and would not be the basis of evaluation and selection of the technical suitably lowest quoting firm. The AMC Charges would only enable CSIR-IICB to take a decision at a future date whether it wants to enter into an AMC for the particular equipment at the price quoted by the bidding firms. **However, AMC charges will not be considered for evaluation purpose for deciding the lowest technically suitable quote.**

(ii) **AMC charges for 03 Years (Comprehensive and Non -Comprehensive) after the expiry of warranty for 03 years to be separately mentioned. However, the AMC charges would not be taken into consideration for deciding the technically suitable lowest quoting bid.**

8. Bid Prices

8.1 The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid. CSIR-IICB is a public funded scientific R&D centre and institute of higher studies (PhD). Please consider quoting special *prices applicable to academic institutions* as per your company policies.

8.2 Prices indicated shall be entered separately in the following manner (For Indigenous Items):

- i. The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable.
- ii. Taxes: CSIR-IICB is exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty (at concessional rates) under notification No.51/96 dated 23.07.1996. Hence Excise Duty and Customs Duty, if any, should be shown separately.
- iii. CSIR-IICB is exempted on GST at reduced rates vide Notification No. 45/2017-Central Tax (Rate)/No. 47/2017-Integrated Tax (Rate), Dated 14.11.2017 issued by Ministry of Finance, (Department of Revenue) Government of India and Certificate of Registration issued by Ministry of Science & Technology (Department of Scientific and Industrial Research) Govt. of India will be provided. Please quote accordingly and indicate the basic cost and taxes separately.

iv. **CSIR-IICB will issue the required certificate alongwith Purchase Order of mentioned above at sl. No. iii for availing exemption on GST at reduced rates, if PO is awarded.**

- v. We don't issue any 'Form C' or 'Form D'.

- vi. 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.
- vii. Rates should be quoted FOR at CSIR-IICB, Kolkata inclusive of packing, forwarding charges etc. which should also be indicated separately along with the rates of goods. Installation, commissioning charges etc., if any, should also be indicated separately in the bid.

viii. TDS will be applicable as per GST Rules.

8.3 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 – **Demonstration at the time of Installation. It will be the part of the evaluation criteria also.**

8.4 Installation & Commissioning:

8.4.1 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 (including demonstration and training, if applicable) within **30 days** from the date of supply of equipment to CSIR-IICB. - **Required in this case. It will be the part of the evaluation criteria also.**

8.4.2 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. II)

8.5 Warranty : Warranty : Warranty for 03 (three) years from the date of installation. Warranty date will start from the date of installation, demonstration and training of the equipment ---It will be the part of the evaluation criteria. Firm shall provide an undertaking that (i) They will provide the uninterrupted after sales services to ensure the smooth operation of the instrument during the warranty period of 03 (three) years. (ii) They will provide the services within 04 working days during the warranty period in case of service issue of the supplied instrument 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** of the equipment is complete in all respects at Site, **(i.e., CSIR-Indian Institute of Chemical Biology, 4, Raja S C Mullick Road, Jadavpur, Kolkata – 700 032, 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.

8.6 Delivery Period:

a) 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).

b) **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.

8.7 Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

8.8 All lots and items as mentioned in the technical specifications must be listed and priced separately in the Commercial Bid. 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.

8.9 **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.

9. Bid Currencies

9.1 **Prices shall be quoted in Indian Rupees (INR) only.**

10. Documents Establishing Bidder's Eligibility and Qualifications

10.1 Pursuant to ITB (Documents Comprising the Bid), 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.

10.2 That the bidder meets the Qualification Requirements listed in Chapter III and elsewhere in this document.

11. Documents Establishing Goods' Eligibility and Conformity to Bid Document

11.1 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.

11.2 Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our tendered specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:

- (i) A detailed description of the essential technical and performance characteristics of the goods;
- (ii) 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 for a period of 10 years, following commencement of the use of the goods by the Purchaser; and
- (iii) 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.

11.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers 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. Technically unsuitable offers, offers not conforming to tender schedule shall be rejected.

12. **Bid Security/EMD (Earnest Money deposit)/Bid Securing Declaration – Not Applicable in this case.**

13. Period of Validity of Bids

13.1 Bids must remain valid for at least 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

13.2 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 (or by cable, telex, fax or e mail). The bid security provided under Clause No. 12 shall also be suitably extended. 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. – **Bid Security is not applicable in this case.**

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

14. 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.

15. BIS/International Specifications:

15.1 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.

16. Patent Right & IPR Laws:

16.1 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.

17. Right to Information Act.2005

17.1 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.

18. Format and Signing of

18.1 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 initialized /endorsed by the person or persons signing the bid.

18.2 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

18.3 The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

18.4 The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/e procure/app>). Manual/Offline bids shall not be accepted under any circumstances.

D. SUBMISSION OF BIDS

19. The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/e procure/app>). Manual/Offline bids shall not be accepted under any circumstances.

19. (a) Telex, Cable, Fax or e-mail bids will be rejected.

20. Deadline for Submission of Bids – As mentioned at NIC's CPP Portal under "Critical Dates/Corrigendum".

20. (a) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause No. 5 (Amendment to Bid Document), 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.

21. No bid may be withdrawn 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. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause No. 12. – **Not applicable in this case. But such cases will be viewed very seriously by IICB and such activities of the firm may affect adversely in future enquiries to them from IICB.**

22. Tender may be declared as unresponsive.

22. (a) The following are some of the points, for which a tender may be declared as unresponsive.

- 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 different firm without the required authority letter from the proposed manufacturer.
- V. Bidder has not agreed to give the required performance security, if applicable.
- VI. The goods quoted are sub-standard, not meeting the required specifications.
- VII. Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
- VIII. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.
- IX. If EMD is not submitted as per the Terms and 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. Any other certificate as mentioned under eligibility criteria, technical specification and terms & conditions of the IICB's Tender Enquiry.

23. Code of Integrity & Conflict of Interest : - Quoting firms will provide their acceptance for Code of Integrity & Conflict of Interest at Chapter No. XIII by endorsing the format mentioned with signature and seal of the firm.

E. OPENING AND EVALUATION OF BIDS

24. Opening of Bids by the Purchaser

24.1 The Purchaser through its "TENDER OPENING COMMITTEE (TOC)" will open bids (Techno Commercial Un-priced Bids in case of Two Bids at NIC's CPP Portal.

24.2 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.

24.3 Confidentiality:

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.

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.

25. Clarification of Bids

25.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid/offer. The request for clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained/considered.

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)

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.

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.

26. Preliminary Examination

26.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without proper Certificate in case the items fall under the restricted list of the current EXIM/Foreign Trade Policy shall be treated as non-responsive and rejected summarily.

26.2 The Purchaser shall examine the bids to confirm that all documents and technical documentation as requested in ITB have been provided, and to determine the completeness of each document submitted.

26.3 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.

(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.

(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 tenderer has not quoted for the entire requirement as specified in that schedule.

(viii) The tenderer 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 as mentioned under eligibility criteria, technical specification and terms & conditions of the IICB's Tender Enquiry.

26.4 A 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 follows:

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.

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 within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

27. Responsiveness of Bids

27.1 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.

27.2 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.

27.3 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.

28. Non-conformities between the figures and words of the quoted price

28.1 Any discrepancy between quoted prices in figures and that in words, if noted will be sorted out in the following manner:

(a) If there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee/ Technical & Purchase Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(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.

(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.

28.2 If there is such discrepancy in a bid, the same is to be conveyed to the bidder with target date on the above lines and if the bidder does not agree to the observation of the Purchaser, the tender is liable to be ignored and its Bid Security may be forfeited.

29. Non-conformity, Error and Omission

29.1 Provide that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

29.2 Provided that a bid is substantially responsive, the Purchaser may request the Bidder to 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.

30. Examination of terms & Conditions, technical Evaluation

30.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the ITB have been accepted by the Bidder without any material deviation or reservation including the terms & conditions mentioned in Chapter –III (i.e. Instructions to Bidders and submission of quotation etc. and Terms & Conditions).

30.2 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.

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

30.4 If, after the examination of the terms and conditions and the technical evaluation with respect to the tendered technical specification of CSIR-IICB, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB, it shall reject the Bid.

30.5 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.

30.6 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.

31. Evaluation & Comparison of Bids **[all bidders must quote in INR only]**

31.1 Convert to Single Currency : 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 – **Not applicable in this case as all bidders must quote in INR only.**

31.2 For the bids surviving the technical evaluation which have been found to be substantially responsive shall be evaluated and compared.

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

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. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition.

(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 supplier's, 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.

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.

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.

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.

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 made by the Govt. of India vide their notifications / guidelines will be applicable while evaluation of offers including financial bids pertaining to MSE and Make in India. Please go through the clauses mentioned in Chapter-III, Section A : Eligibility / Qualification criteria, other terms and conditions of this tender enquiry will be the part of the technical and commercial evaluation.

31.4 For goods to be quoted in INR

- (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.

31.5 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.

31.6 The Purchaser shall compare all substantially responsive technically suitable bids to determine the lowest evaluated bid.

31.7 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.

31.8 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.

31.9 Bidders will provide their certificate Financial Price Bid in PDF.

31.10 The cost of the enquired goods / instrument and incidental charges must be quoted separately in BOQ.

31.11 If there is any discrepancy in the cost quoted between PDF Financial Bid and BOQ, then the cost mentioned in the BOQ will be final.

31.12 Warranty, Installation, Commissioning will be the part of evaluation criteria.

32. Contacting the Purchaser

32.1 Subject to ITB Clause No. 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.

32.2 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.

33. Post qualification

33.1 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 No. 10 & 11.

33.2 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.

33.3 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. PAYMENT TERMS

34. Payment terms

All the bidders must quote in INR Only. Quote in foreign currency is not allowed in the present case.

[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.]

- 1. 34.1** Payment for Indigenous supplier: **No Advance payment will be made. 100% payment after supply, complete & successful installation 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 of 3 years from the date of installation of the equipment. No Advance payment will be made.**

All the bidders are requested to furnish the following details for making payment by e-mode in their letter head along with technical bid

- 11 digit core banking Account Number
- Type of Account (Saving / Current)
- Name of Account Holder
- Name of Bank & Branch
- IFSC Code Number
- MICR Number

34.2 No outright advance payments will be made to the firms. Advance maximum 30% of the order value will be payable against a bank guarantee of equivalent value subject to approval of competent Authority of IICB.

G. PENALTY CLAUSE

35. Penalty clauses:-

35.1 Liquidated Damage :

While granting extension of the delivery period, where the delivery of stores or any installment 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. **Delay in installation will also attract LD Clause if not done as per Clause No. 8.4.1 of this tender enquiry.**

35.2 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.

35.3 Delay in Installation & Commissioning (including demonstration and training, if applicable) beyond contractual deadline will result in forfeiture of Performance Bank Guarantee (PBG). **Submission of PBG is applicable in this case. LD Clause may be applicable for delay in supply & installation.**

35.4 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.

35.5 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.

35.6 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.

H. AWARD OF CONTRACT

36. Negotiations

36.1 There shall not be any negotiation normally. 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 only. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

37.1 Subject to ITB Clause No. 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.

38. Purchaser's Right to Vary Quantities at Time of Award

38.1 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 as mentioned in Chapter No. II without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 25% without any change in unit price within the delivery period.

39. Purchaser's Right To Accept Any Bid And To Reject Any Or All Bids

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 and liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

40. Notification of Award

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.

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

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

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/PO.

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

42. Order Acceptance

42.1 The successful bidder should submit Order acceptance within **14 days** from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to ITB Clause.

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 and submission of Performance Security (PS). Even after extension of time, if the order confirmation/PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

43. Performance Security: 10% of the order value for the period covering beyond two months of the warranty period of 03 years will be applicable. Warranty date will start from the date of installation.

43.1 To ensure due performance of the contract, within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in Tender Document, valid till 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

43.2 Performance Security may be furnished in the form of an account payee demand draft, fixed deposit receipt in favor of the Purchaser from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India in an acceptable form, safeguarding the purchaser's interest in all respects.

43.3 The Performance Security shall be denominated in Indian Rupees only.

43.4 The Performance Security will be forfeited and credited to the Procuring Entity's account in the event of a breach of contract by the contractor.

43.5 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 Purchase Order, without levy of any interest.

43.6 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.

43.7 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.

44. Applicable Law

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. 45 (Settlement of Disputes).

45. Settlement of Disputes

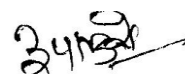
- (i) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference 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.

CONDITIONS OF CONTRACT

- A. General Conditions of Contract (GCC) –
Please refer to our website with a link <https://www.iicb.res.in/tender-notices> .
- B. Special Conditions of Contract (SCC) –
Please refer to our website with a link <https://www.iicb.res.in/tender-notices> .

Thanking you,

Yours faithfully,



(A. K. Pandey)

Stores & Purchase Officer

(For and On behalf of The Council of Scientific & Industrial Research)

Chapter IV

Bidder Information Form

- (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 _____

Chapter – V

Bid Form

[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]*

Chapter VI

BID SECURITY FORM
(NOT APPLICABLE IN THIS CASE)

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

(NOT APPLICABLE IN THIS CASE)

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)

Chapter VII

MANUFACTURERS' AUTHORIZATION FORM

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

Chapter VIII

PERFORMANCE STATEMENT FORM

(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 :

SERVICE SUPPORT FORM

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 :

DEVIATION STATEMENT FORM

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”.

Chapter – XI
TECHNICAL COMPLIANCE STATEMENT FORM

ITEM NAME			
S.No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation if any

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.

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

Chapter XII

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 XIII

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

(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

Chapter XIV

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

(If required, otherwise write "Not Applicable")

To

_____ (*name of Purchaser*)
_____ (*address of Purchaser*)
_____ (*name of Contract*)

Gentlemen:

In accordance with the provisions of the Purchase Order no. _____, dated _____, M/s _____, (*name and address of Supplier*) (hereinafter called "the supplier") shall deposit with _____ (*name of Purchaser*) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of (*amount of guarantee*) * _____ (*in words*).

We, the _____ (*bank or financial institution*), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (*name of Purchaser*) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding _____ (*amount of guarantee*)* _____ (*in words*).

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 (*name of Purchaser*) 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 remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____.

Yours truly,

Signature and seal:

Name of bank/ financial institution:

Address:

Date:

_____ An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

Chapter XV

PERFORMANCE SECURITY FORM

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.

Chapter XVI

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

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:

- (a) The cost of optional items, if any shall be indicated separately
- (b) Cost of Spares, if any

Total Bid price in Indian currency _____
in words _____

Signature of Bidder _____

Name _____

Business Address _____

Certificate

**[To be submitted by the bidding/participating firm in their letter Head]
(Certificate is to be addressed to the Director, CSIR-IICB)**

[For details for OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India and IICB's Notice bearing No. IICB/Pur/SPO/GFR/2020-21 dated 27.07.2020 may be referred to CSIR-IICB's website <http://www.iicb.res.in> under tender notice]

To

**The Director
CSIR-Indian Institute of Chemical Biology (IICB)
4, Raja S. C. Mullick Road,
Jadavpur
Kolkata – 700 032.**

Sir

With reference to IICB's tender Enquiry bearing No. dated
..... this is certified that:-

- (i) I have read the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India and the Notice bearing No. IICB/Pur/SPO/GFR/2020-21 dated 27.07.2020 of CSIR-IICB pertaining to clause regarding restrictions on procurement/services from a bidder of a country which shares a land border with India; I hereby certify that bidder M/s. is not from such a country and is eligible to be considered.
- (ii) The manufacturer of the offered item does not pertain to such a country which shares land border with India.
- (iii) If our bid is accepted as per certificate given by us as Point No. (i & ii) above is found to be false, this would be a ground for immediate termination and further legal action in accordance with law by the procuring entity (i.e. CSIR-IICB on behalf of CSIR, New Delhi) may be taken.

For and on behalf of M/s.

[Seal of the firm]

Place:-

Date:-

