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Tender Reference Number			/PUR/108/ST						
Tender ID		2024 CSI	R_203745_1	Withdrawal Allowed		Yes			
Tender Type		Single		Form of contract		Supply			
Tender Category		Goods		No. of Covers		1			
General Technica Evaluation Allowe		No		ItemWise Technical Eval Allowed	uation	No			
Payment Mode		Not Applic	able	Is Multi Currency Allowe BOQ	d For	No			
Is Multi Currency Allowed For Fee		No		Allow Two Stage Bidding	I	No			
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BoQ (Rank	Comparative Chart Type	L	Form Based BoQ	No		
TIA	<u>Undertaking</u>					
S.No	Undertaking to Orde	er	Tender complying with Order	Reason for no	n compliance of Order	
1	TIA UNDERTAKING	GEM	Agree			
2	PPP-MII Order 2017		Agree			
3	MSEs Order 2012		Agree			
<u>Ten</u> Nam	<mark>der Inviting Autl</mark> e	DIRECTOR CSI	R-IMTECH			
Addr	ess	Sector 39-A				
Ten	der Creator Deta	<u>ils</u>				
Crea	Created By Vipan Kumar					
Desig	gnation	Jr. Sectt. Assist	ant			
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वै.औ.अ.प-.सूक्ष्मजीवप्रौद्योगिकीसंस्थान

CSIR –INSTITUTE OF MICROBIAL TECHNOLOGY (IMTECH)

SECTOR 39-A, CHANDIGARH-160036

GSTIN – 04AAATC2716R2ZM

Email : spo@imtech.res.in/ purchase@imtech.res.in Telephone : 0172-6665106, 6665364

Tender Notice No. IMT/2024/PUR/108

Dated: 05/AUG/2024

NOTICEINVITINGTENDERTHROUGHE-PROCUREMENT

Title – BD Difco Bottle LB Broth miller AB Difco Yeast Extract etc

The Director, CSIR-IMTECH invites on-line bids through CPP Portal for **BD Difco Bottle LB Broth miller AB Difco Yeast Extract etc** to be used in this institute for research and development work. The bidders are requested to submit online bids on <u>BOQ Mode through CPP Portal(E-Procurement)</u>strictly as per the specifications, terms & conditions mentioned in the tender document.

Annexure-I	InstructionsforOnlineBidSubmission
Annexure-II	ScheduleofRequirement
Annexure-III	Price reasonability Certificate
Annexure-IV	Questionnaire
Annexure-V	Bidder Information Form
Annexure-VI	Bid Securing Declaration (5-F)
Annexure-VII	Specification / Requirement & Scope of Work
Annexure-VIII	TenderAcceptanceletter
Annexure-IX	Manufacturer'sAuthorizationForm
Annexure-X	Compliance Sheet
Annexure -XI	Price Schedule
Annexure -XII	Price Schedule for Goods being imported from
Annexure -XIII	Land Border Sharing Declaration
Annnexure-XIV	Make in India Certificate
Annexure -XV	Non Blacklisting / Non Debarment Certificate

Thetenderdocumentcontainsthefollowing:

CRITICALDATESHEET

TenderNo	IMT/2024/108/ST
Name Of Organization	CSIR-IMTECH,CHANDIGARH
Tender Publishing Date	05/AUG/2024 at 06.00 PM
Document Download Start Date & Time	05/AUG/2024 at 06.00 PM
Bid Submission Start Date and Time	05/AUG/2024 at 06.00 PM
Bid Submission End Date and Time	12/AUG/2024at 10.00 AM
Date and Time for Opening of Bids	13/AUG/2024at 11.00 AM
Address for Communication	TheDirector CSIR-Institute of Microbial Technology, Sector 39- A, Chandigarh Email:-spo@imtech.res.in,purchase@imtech.res.in

-/Sd Stores & Purchase Officer For and On behalf of Director CSIR-IMTECH

INSTRUCTIONSFORSUBMISSION OF E-BIDS

- a. Bids shall be submitted online only at CPPP website <u>https://etenders.gov.in,</u> Manual/ Offline bids shall not be accepted under any circumstances.
- b. The Bidder shall download the Tender Enquiry Document directly from the website <u>https://etenders.gov.in</u> and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- c. The complete bidding process is online. <u>Bidders should be in possession of valid Digital Signature</u> <u>Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be</u> <u>registered on the website mentioned above. If the envelope is not digitally signed &</u> <u>encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be</u> <u>treated as non-responsive and rejected.</u>
- d. Bidders are advised to go through **"Bidder Manual Kit"**, **"System Settings"** & **"FAQ"** links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.
- e. Bidders are advised to visit CPPP website <u>https://etenders.gov.in</u> regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- f. Intending bidders are advised to visit CPPP website <u>https://etenders.gov.in</u> regularly till closing date of submission of bid, for any corrigendum.
- g. The Bid Security/Earnest Money Deposit, if any shall be deposited through Bank Guarantee / Demand Draft drawn in favour of "The Director, National Botanical Research Institute, Lucknow". The original Bid Security/EMD must be delivered at address mentioned in Sr.No.2 of NIT till bid submission date and time as mentioned in "Date Sheet" failing which the bid shall be summarily rejected.
- h. Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

1. Due date for Submission of E-Bids

- a. EMD/BS, if any must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT.
- b. Bidders are advised to upload and submit their E-bids timely within due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- c. The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

2. Late Submission of EMD

- a. Any bid security/EMD, if any received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.
- b. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

3. Withdrawal, substitution and Modification of Bids

- a. The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.
- b. The bidder is <u>not</u> allowed to modify or withdraw bid after deadline for submission of bids.

4. Opening of E-Bids by the Purchaser

- a. The E-bids shall be opened online by authorized officials of the Purchaser as per schedule given in Date Sheet. In case of two bid tender, the price bid of only those bidders who qualified in technical evaluation, shall be opened.
- b. In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
- c. Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and CSIR-NBRI / CSIR-CDRI will not be responsible for the same.
- d. On opening of bids online, accepting the bid would not mean that the firm is technically or financially qualified.

5. 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 Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

6. Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

- **7.** The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in Annexure-A has been provided, and to determine the completeness of each document submitted.
- **8.** The Techno-commercial Bid should not contain any indication of the price. In case, an indication of the price quoted is included in the technical bid, the quotation will be accepted on risk of the bidder.
- **9.** Bids received through fax/email will not be considered.
- **10.** All quotations should in INR.
- **11.** Conditional discounts in any shall not be given any consideration for arriving at ranking purpose. If such case is found in any category/place, then the bid may be declared as non-responsive bid.
- **13.** All pages of the bid should be signed.

14. Responsiveness of Bids

a.

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 Tender; OR
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or
	the Bidder's obligations under the Proposed Contract; OR
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially
	responsive bids.

- b. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- c. 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.

15. Non-Conformity, Error and Omission

- a. Provided 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.
- b. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities 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.

16. Award Criteria

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 highest scored bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP website https://etenders.gov.in & CSIR-NBRI Website www.nbri.res.in

17. Signing of Contract

a.

- The Purchaser shall send the successful Bidder the Letter of Award and Both CSIR-NBRI and CSIR-CDRI shall sign contract separately with successful bidder.
- b. Within Twenty One (21) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement based on the terms and conditions given in the tender document and Letter of Award.

18. Assistance to Bidders:

- a. Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

19. Bidder's right to question of rejection

- a. 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 under:
- b. 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.
- c. In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in NIT within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.
- d. Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - i) Determination of the need for procurement;
 - ii) Selection of the mode of procurement or bidding system;
 - iii) Choice of selection procedure;
 - iv) Provisions limiting participation of bidders in the procurement process;
 - v) The decision to enter into negotiations with the L1 bidder;
 - vi) Cancellation of the procurement process.

 vii) 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

Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

20.<u>DISPUTE SETTLEMENT</u>:The Purchaser and the Supplier/Contractor shall make every effort to resolve amicably by direct informalnegotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after Thirty-One (31) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

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

a. In case of Dispute or difference arising between the Purchaser and a supplier/contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the DIAC shall befinal, conclusive and binding on all parties to this order.

Notwithstanding any reference to arbitration herein,

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

20.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

20.2 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union ofIndia and all disputes shall be subject to place of jurisdiction.

- **20.3** Notices: Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or e-mail and confirmed in writing to the other party's address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- **20.**4 Arbitration clause :

a. In the event of any question/dispute/difference arising under the agreement or in connection herewith(except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

b. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required

c. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

20.5All disputes shall be settled in the courts of Chandigarh Jurisdiction only

21. Payment Terms: 100% after Installation, Testing, Commission of the Instrument, material or equipment as the case may be. No advance payment will be done as per GoI rules.

22. The instrument / material/ equipment provided must carry proper Warranty for a minimum period of 12 months. If the instrument/ material / equipment provided gets.

23. Period of Validity of Bids

Bids shall remain valid for minimum of 90 days from the date of bid opening prescribed by the Purchaser. A bid valid for ashorter period shallbe rejected by the Purchaser as non-responsive.

Inexceptionalcircumstances,thePurchasermaysolicittheBidder'sconsenttoanextensionofthe period ofvalidity. The requestand theresponses theretoshallbe made inwriting(by post,faxor e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiture its bid security. A Bidder granting the request will not be required nor permitted tomodify its bid.Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

24. Evaluationand comparison of bids

ThePurchasershallevaluateeachbidthathasbeen determined, up to this stage of the evaluation, to be substantially responsive.

ToevaluateaBid,thePurchasershallonlyuseallthefactors,methodologiesandcriteriadefined below. No other criteria or methodology shall be permitted.

PricePreference

Price preference to Local suppliers as per Make in India procurement policy of Govt of India Reference:DPIITOrderNo.P-45021/2/2017-PP(BE-II)dated16thSeptember2020issuedby ministryofCommerce(GovtofIndia),asamendedfromtimetotimeonthedateofissueoforder.

OnlyClass-IandClass-IIIocalsuppliersareeligibletobidforallprocurementsotherthan Global Tender Enquiry and Purchase preference shall be given as specified below:

1)DefinitionsoftermsapplicabletoMakeinIndiaprocurement policyofGovtofIndia

a)	'Localcontent'meanstheamountofvalueaddedinIndiawhichshallbethetotal valueoftheitemprocured(excludingnetdomesticindirecttaxes)minusthevalueof importedcontentin theitem(including allcustomsduties)as aproportion ofthetotal value, in percent.
b)	'Class-I Local supplier' means a supplier providerwhose product offered for procurement meets the local content of 50% and above.
c)	'Class-II Local supplier' means a supplier provider whose product offered for procurement meets the local content of 20% and above but less than 50%.
d)	'Non-Localsupplier' means a supplier provider whose product offered for procurement meets the local content of less than 20%.

e)	'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender,
	bidding process or other procurement solicitation as adjudged in the evaluation process
	as per the tender or other procurement solicitation.
f)	'Margin of purchase preference ' means the maximum extent to which the price quoted
	by a local supplier may be above the L1 for the purpose of purchase preference.

2) Tenderedgoods are divisible innature, the following procedure shall be followed to evaluate L1 bidder and bidder for award of contract with the margin of purchase preference of 20% to Class-I Local supplier:

a)	Among all qualifiedbids, the lowestbid willbe termed as L1. If L1 is from Class-I localsupplier, the contract forfull quantity will be awarded toL1.
b)	IfL1bidisnotfromaClass-Ilocalsupplier,50%oftheorderquantityshallbeawarded toL1.Thereafter,thelowestbidderamongtheClass-Ilocalsuppliers,willbeinvited tomatchthe L1 price for the remaining50%quantity subjecttothe localsupplier's quotedpricefallingwithinthemarginofpurchasepreference, andcontractforthat quantity shall be awarded to such Class-I local supplier subject to matching the L1 price.Incasesuchlowesteligible Class-IlocalsupplierfailstomatchtheL1 priceor acceptslessthantheofferedquantity,thenexthigherClass-Ilocalsupplierwithinthe margin of purchase preference shall be invited to match the L1 price for remaining quantityandsoon,andcontractshallbeawardedaccordingly.Incasesomequantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

3) Please note that tendered goods are not divisible in nature, the following procedureshallbe followed to evaluateL1bidder andbidderfor award of contract with themarginofpurchase preference of 20% to Class-I Local supplier:

a)	Among all qualified bids, the lowest bid will be termed as L1. IfL1 is from Class-I local supplier, the contract will be awarded to L1.
b)	IfL1isnotfromaClass-Ilocalsupplier,thelowestbidderamongtheClass-Ilocal
Í	suppliers, will be invited to match the L1 pricesubject to local supplier's quoted price
	fallingwithinthemarginofpurchasepreference, and the contract shall be awarded to such Class-
	I local supplier subject to matching the L1 price.
c)	IncasesuchlowesteligibleClass-IlocalsupplierfailstomatchtheL1price, theClass-
	Ilocalsupplierwiththenexthigherbidwithinthemarginofpurchasepreferenceshall
	beinvitedtomatchtheL1priceandsoonandcontractshallbeawardedaccordingly. Incase none
	of the Class-Ilocalsuppliers within the margin of purchase preference
	matchestheL1price,thenthecontractmaybe awardedtotheL1bidder.
d)	Class-IILocalsuppliersarenoteligibletogetpricepreferenceunderthisclause.

4) Applicabilityintenderswherecontractistobeawardedtomultiplebidders

IntenderswherecontractisawardedtomultiplebidderssubjecttomatchingofL1rates orotherwise,the'Class-Ilocalsupplier'shallgetpurchasepreferenceover'Class-Illocal supplier' as well as 'Non-local supplier', as per following procedure:

- a. Incasethere is sufficientlocal capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. Inothercases, 'ClassIII ocal suppliers' and 'Nonlocal suppliers' may also participate in the bidding process along with 'Class I Local suppliers'.
- c. If ClassILocalsuppliers'qualifyforawardofcontractforatleast50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference shall be given to the 'Class I local supplier' over 'Class II local suppliers'/ Nonlocal suppliers' provided that the irquoted rate falls within 20% margin of purchase preference of the high estquoted bidder considered for award of contract for at least 50% of the tendered quantity.
- d. Firstpurchase preferenceshallbe giventothelowestquoting'Class-Ilocalsupplier', whose

quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximumquantitythatcanbesourcedfromanysinglesupplier.Ifthelowestquoting 'Class-Ilocalsupplier', does not qualifyforpurchasepreferencebecauseofaforesaid constraints or does not accept the offered quantity, an opportunity may be given to nexthigher'Class-Ilocalsupplier', falling within 20% margin of purchasepreference, and so on.

5) Formoreclarityinthisregard,followingtableisfurnished:

1 of more chartey memory	regard, tonowing abreist armsned	•
Quantity of	PricequotedbyClass-I	Finalizationoftender
Tenderedgoods	Local supplier	
CanbeSplit	L1	FullorderonLocalsupplier
CanbeSplit	NotL1butwithinL1+20%	50%orderonClass-ILocalsupplier subject to
		matching L1 price
CannotbeSplit	L1	FullOrderonLocalsupplier
CannotbeSplit	NotL1butwithinL1+20%	FullOrderon Class-ILocalsupplier subject
		to matching L1 price

6) Verificationoflocalcontent

	cationoriocalcontent
a)	The'Class-IlocalSupplier'/'Class-IIlocalSupplier'atthetimeoftender, biddingor
	solicitationshallberequiredtoindicatepercentageoflocalcontentandprovideself-
	certification (Chapter-8:Annexure-I&J)thattheitemoffered meets thelocalcontent
	requirementfor'Class-IlocalSupplier'/'Class-IllocalSupplier', as the casemaybe.
b)	be enclosed with Technical bid and Annexure-J should be enclosed as part of Price
	bid.Biddercannotclaimtheservicessuchastransportation, insurance, installation,
	commissioning, training, after sales service (warranty or AMC/CMC support),
	consultancy and custom clearance including custom duty as local value addition.
c)	IncasesofprocurementforavalueinexcessofRs.10crores,the'Class-Ilocal
, î	Supplier'/'Class-II local Supplier' shall be required to provide a certificate from the
	statutoryauditororcostauditorofthecompany(inthecaseofcompanies)orfroma practicing
	cost accountantorpracticing charteredaccountant(in respect of Contractors other than
	companies)giving the percentageoflocalcontent.
d)	Falsedeclarationswillbeinbreachof theCodeofIntegrityunderRule 175(1)(i)(h)of
	theGeneralFinancialRulesforwhichabidderoritssuccessorscanbedebarred for
	up to two years as per Rule 151 (iii) of the General Finance Rules along with such other
	actions as may be permissible under law.

PricePreferenceto MSMEs

- $\label{eq:constraint} \textbf{7}) \ In case MSME bidder is L1 entire value of the tender is to be ordered on the L1MSME bidder.$
- 8) Intender, participating Microand Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply aportion of requirement by bringing down their price to L1 price in a situation where L1 price is from some one other than a Micro and Small Enterprise shall be allowed to supply up to 25 percent of the total tendered value (where the tender quantity can be split).
- **9)** IncaseofmorethanonesuchMSMEs areinthepricebandofL1+15% and matchestheL1 price, the supply may be shared proportionately if the goods can be split.
- **10)** Incase thetendered quantity of goods cannot be split,MSME shallbe allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and the ymatch the L1 price.
- **11)** If the quantity cannot be split and there are more than one eligible MSME bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSME (who have quoted lowestrate among the MSME switch in the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
- **12)** If the MSME who have quoted lowestrate among the MSME sintheorice band of L1+15% do not agree to match the rate of L1 of the tender, then the next ranked MSME bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.

13) Formoreclarityinthisregard, following table is furnished:

Quantityof Tenderedgoods	PricequotedbyMSME	Finalizationoftender
CanbeSplit	L1	FullorderonMSME
CanbeSplit	NotL1butwithin L1+15%	25% orderon MSME subject to matching L1
CannotbeSplit	L1	FullOrderonMSME
CannotbeSplit	NotL1butwithinL1+15%	FullOrder onMSMEsubject tomatching L1 price

- **14**) ThepurchasepreferencetoMSMEisnotapplicableforworkscontractswheresupplyofgoods not produced by MSMEs is also involved.
- **15**) Pricepreferenceshallbemadeapplicablesubjecttobiddermeetingthefollowingconditions as MSME firm:

111111.	
a)	MSMEs participatingin thetendermustsubmitvalid&authorisedcopyof certificate ofregistration.IncaseofbidderssubmittingDIC registrationcertificateshallattach originalnotarisedcopyoftheDICcertificate.TheMSME'sBiddertonoteandensure that nature of services and goods/items manufacturedmentioned inMSME's certificatematcheswiththenatureofthe servicesandgoods/itemstobesuppliedasperTender.
b)	Traders/resellers/distributors/authorizedagentswillnotbeconsideredforavailing benefitsunderPublicProcurementpolicy2012forMSMEsasperMSMEguidelines issuedbyMoMSME.
c)	The registration certificate must be valid a son Bid closing date of the tender. Bidder shall ensure valid ity of registration certificate in case bid closing date is extended.
d)	TheMSMEswhohaveappliedforregistrationorrenewalofregistration buthavenot obtainedthevalidcertificateasonclosingdateofthetender, are not eligible for EMD exemption/preference.
e)	WhereanyaggregatorhasbeenappointedbytheMinistryofMSME,themselvesquote onbehalfofsomeMSEunits,suchofferswillbeconsideredasofferfromMSEunits and all such facilities would be extended to these aggregators also.

The bids shallbeevaluatedonthe basis offinallandingcostwhichshallbearrived as underand as per Format given in BoQ of e-tender:

(a) ForGoodsmanufacturedinIndia

i)	Thepriceofthegoodsquotedex-worksincludingalltaxesalreadypaid.
ii)	GSTand othertaxes, 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)	Whereverapplicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

(b) ForGoodsmanufacturedabroad

i)	Thepriceofthegoods,quotedonFCA(namedplaceofdeliveryabroad) orFOB (named port of shipment), as specified in the bidding document.
ii)	The charges for insurance and transportation of the goods to the port/place of destination.
iii)	Theagencycommissionetc.,ifany.
iv)	Whereverapplicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

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

((a)	Towardscustomsdutyandotherstatutorylevies-as perapplicablerates.
((b)	Towardscustomclearance, inlandtransportationetc2% of the CIF/CIP value.

In case of Purchase of many items against one tender, which are not inter-dependent or where compatibility is not aproblem, normally the comparison would be made on Ex-Works, (incase of Indigenous items) and on FOB/FCA (in case of Imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

OrdersforimportedGoodsneednotnecessarilybeonFOB/FCAbasisratheritcanbeonthebasis

of any of the incoterm latest edition as may be a mended from time to time by the ICC or any other designated authority and which is favorable to the purchaser

Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.

Customs Duty:

- a) If the supply is from abroad this Institute is permitted to import goods as per notificationNo.51/96 Customs dated 23.07.1996 and pay a concessional duty up to 5% plussurcharges, if any as per notification 24/2002 Customs on all imports.
- b) The Certificates is issued without any commitment by CSIR-CFTRI. Hence, the supplier shouldensure its applicability for their own interest.

GST

(a) PleasenotethatCSIR-IMTECHwillnotissueanyGSTConcessionalCertificate.Hence, prospective bidders are advised to quote accordingly.

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

INSTRUCTIONSFORONLINEBIDSUBMISSION

- 1. Bidsmustbemandatorilysubmittedthrough <u>https://eprocure.gov.in/epublish/app</u>.
- 2. Payment will be made for contract / AMC/ Supply on half yearly basis subject to production of Service Reports / supply Bills etc.
- 3. No Advance payments will be made in any term.
- 4. Price Schedule should MANDATORILY be submitted on CPP Portal only and no other mode will be accepted
- 5. Bidsare invited inSingle Bid System i.e Technical and Financial.
- 6. Annexure 5-F Bid Securing Declaration and Other Annexures are to be mandatorily filled and scanned and uploaded as PDF in E-Procure Portal against our Tender ID
- 7. Incase, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate in timation shall be sent to the bid ders in this regard.
- 8. TheDirector, CSIR-IMTECH, Chandigarhreservestherighttoacceptorrejectanyorallthe tenders.
- 9. The Firms are also required to upload copies of the following documents:
 - a. GSTCertificate/ScannedcopyofGSTNoof theFirm.
 - b. Scannedcopy of PANC ard in the name of firm/proprietor.
 - c. Scannedcopy of completed Questionnaire.
 - g. Scannedcopy of RTGS/Bankdetailsofthe firm
 - h. Scannedcopyofundertakingdulyfilledinandsignedbyowner/proprietor offirmwithlegiblename,mobilenumber&E-mailIDetc.
 - i. ScannedcopyofdulySignedandstampedManufacturer's Authorization FormasperAnnexureVIII
 - j.

Scannedcopyofdulysigned and stamped Certificate regarding Reasonability of Price as per Annexure - IX

- k. The bidders are requested to furnish the user list. Further they are also requested to submit at least 2-3 purchase order copies of similar item(s) supplies to any Govt. R&D institute during the past 1 year.
- I. Scanned copy of duly signed and stamped Certificate of all the Annexures and required documents.

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

SCHEDULEOFREQUIREMENTS

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

Documents/Papers,EMD (if applicable) tobesubmittedwithonlineBids:(Intheabsenceofthese, tendercannotbeconsidered).

S.	DOCUMENTS REQUIRED
No.	
1	${\tt Scannedcopy} of duly signed and stamped {\tt CertificateregardingReasonability} of {\tt PriceasperAnnexureIII} {\tt Scannedcopy} of {\tt Scannedcopy} of {\tt CertificateregardingReasonability} of {\tt PriceasperAnnexureIII} {\tt Scannedcopy} of {\tt Sc$
2	CopyofDulycompletedQuestionnaire as per Annexure IV
3	Tender acceptance letter as per Annexure VII
4	Manufacturer'sAuthorizationForm as per Annexure VIII
5	Compliance sheet as per Annexure IX
6	Price Schedule as per Annexure X (MANDATORY - Attach separate sheet with detailed prices neatly typed with sign and stamp in pdf format) and BOQ (excel format)
7	Certificate from Tenderer - Annexure XI
8	Scannedcopyofuser list. Further bidders are also requested to submit at least 2-3 purchase order copies of similar item(s) supplies to any Govt. R&D institute during the past 1-2 years OR any last purchases/contracts
9	CopyofGSTNoofthefirm.

PRICE REASONABILITY CERTIFICATE

(to be submitted on firm's letterhead)

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

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

Seal and Signature of the tenderer

QUESTIONNAIRE

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW IN CASE A QUESTIONDOES NOT APPLY TO ABIDDER THE SAME SHOULD BE ANSWERED WITH THE REMARK **"NOT APPLICABLE"**BIDDERSMAYPLEASENOTETHATIFTHEANSWERSSOFURNISHED ARENOT CLEARAND/ORAREEVASIVE,THEBIDWILL BELIABLETOBEIGNORED.

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

Signature of Tenderer

Bidder Information Form (Refer para 5.1.2 (ix)(a) of the CSIR Manual)

BidderInformationForm

(a) The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shallbepermitted 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.:[insertnumberfromInvitationforbids]

Page 1 of _____pages

01	Bidder'sLegalName[insertBidder'slegalname]	
02	In case of JV, legal name of each party: [insert legal name of each party inJV]	
03	Bidder's actual or intended Country of Registration: [insert actual or intendedCountryofRegistration]	
04	Bidder'sYearofRegistration:[insertBidder'syearofregistration]	
05	Bidder's Legal Address in Country of Registration: [insert Bidder's legaladdressincountryofregistration]	
06	Bidder's Authorized Representative InformationName: [insert Authorized Representative's name]Address:[insertAuthorizedRepresentative'sAddr ess] Telephone/Fax numbers: [insert Authorized Representative's telephone/faxnumbers]	
07	Attachedarecopiesoforiginaldocumentsof: [checkthebox(es)oftheattachedoriginaldocuments] ArticlesofIncorporationor Registrationoffirmnamed in1,above.	

Signature ofBidder_____Name____BusinessAddress____

Annexure-VI

Bid-Securing Declaration Form (Annexure 5-F)

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

Date:_____ Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

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

<u>Annexure VII</u>

Details of Requirement / Specifications (BD Difco Bottle LB Broth Miller AB Difco Yeast Extract etc Qty)

Sr No.	Description	Qty.
1	BD Difco Bottle LB Broth Miller 500G Cat No 244620	19
2	BD Difco Bottle LB Agar Miller 500G Cat No 244520	12
3	AB Difco BACTO YEAST EXTRACT 500G Cat No 212750	10
4	BD Difco Bottle Potato Dextrose Broth 500G Cat No 254920	03
5	BD Difco Bottle Agar Grade A 454G Cat No 212304	12
6	AB Difco BACTO PEPTONE 500G Cat NO 211677	05

Date :

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

То
Sub.: Acceptance of Terms & Conditions of Tender
Tender Reference No

Name of Tender:_____

Dear Sir,

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

Yours faithfully,

(Signature of the Bidder with official seal)

AnnexureIX

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

MANUFACTURERS'AUTHORIZATIONFORM

(TheBiddershallrequiretheManufacturertofillinthisForm inaccordancewiththe instructions indicated. This letterofauthorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.)

Date:(insertdate(asday,monthandyear)ofBidsubmission)

TenderNo:(insertnumberfromInvitationforBids)

To(insertcompletenameandaddressofPurchaser)

WHEREAS

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

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

Signed(insertsignature(s)ofauthorizedrepresentative(s)oftheManufacturer)

Name:(insertcompletename(s)ofauthorizedrepresentative(s)oftheManufacturer)

Title(insertTitle)

DulyauthorizedtosignthisAuthorizationonbehalfof:(insertcompletenameofBidder)

AnnexureX

Compliance Sheet

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

Yours faithfully,

(Signature of the Bidder with official seal)

Annexure XI

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

Name of the Bidder _____

Tender No._____

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

Delivery Period - _____

Signature of Bidder Name& Address

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

(b) Cost of spares _____

Annexure – XII

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

here)

 Name of the Bidder _____

 Tender No. _____

1	2	3	4	5		6		7		8	9	10	11
	_	3	4	5		<u>6</u>	T (1 D	/ · (5 ()		•			
Sr.No	Description of Item	Country	Unit	Qty		e (Mention	Total Price (5x6)			or Insurance	Total Price	Delivery	Guarantee
	(with HSN Code)	of Origin			Currency)			portation to	(7+8)	Period	/ Warranty		
								Port/Place of Destination					
					FOB	FCA	FOB	FCA	Ocean	Air	CIF/CIP		
					(named	(named	(named	(named					
					port of	place of	port of	place of					
					shipment)	delivery)	shipment)	delivery)					
					sinplicity	denvery)	sinplicity	denvery)					
Total Bid price in foreign Currencyi								in words.			1		

Delivery Period

Signature of Bidder

Name & Business Address:

Note:

(a) Indian agents name & address

(b) Installation, commissioning & training charges, if any

(c) The Indian agent's commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents .

(d) The cost of optional items shall be indicated separately.

ANNEXURE-XIII

Land Border Sharing Declaration

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no

Job:

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"

Annexure-XIV

Format for Declaration to be given by a Make In India SupplierTobesubmittedon the LetterheadoftheBidder Self-Certification(forProcurementvaluesequalto/lessthanRs10crs)

CertificateforCSIR-Institute of Microbial Technology, Chandigarh.,

.....

Withreferenceto CSIR-IMTECH -

.RFQNo......dt.....andourofferno.

.....

In line with the revised Public Procurement (Preference to Make In India), Order2017 dated16-09-2020, as amended from time to time and as applicable on the date of submission oftender,weherebycertifythatwe M/s (Biddername) are local suppliers and item wise local content as defined in above orders for thematerial to be supplied by us against abovementioned TenderNo_____isfurnished asbelow:

ItemNo.	ItemDescription	LocalContent(%)
1.		
2.		
3.		
4.		
5.		

Detailsoflocationat whichlocalvalue addition willbemadeisasfollows:

We also understand, false declaration will be in breach of the Code of Integrity under Rule175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such otheractions may be permissible under law.

Note: entries to be made separately for all items as per tender)

SealandSignatureofAuthorizedSignatory

ANNEXURE-XV

Non-Blacklisting / Non – Debarment Declaration(OntheOrganization's letterhead)

Date:

To,

The Director CSIR-IMTECH Chandigarh 160036

Sub:DeclarationforNon-Blacklisting

Tender ReferenceNo:

NameofTender/Work:-

PartA.InthecaseofaProprietaryConcern:

IherebydeclarethatneitherIinmypersonalnameorinthenameofmyProprietary concern M/s. ______ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor anypartnership firm in which I am involved as a Managing Partner have been placed onblacklistsince01.04.2019declaredbyanyBank,FinancialInstitution,Govt.'sVendorBlackListor debarredexcept asindicatedbelow:

(Heregiveparticularsofblacklisting/debarmentandinabsencethereofstate"NIL")

PartB.InthecaseofaPartnershipFirm:

Weherebydeclarethatneitherwe,M/s.

,submittingtheacco mpanying Bid/Tender nor any partner involved in the management of the saidfirm either in his individual capacity or as proprietor or managing partner of any firmorconcernhaveorhas beenplaced onblacklistdeclared by any Bank, FinancialInstitution,Govt'sVendorBlackListordebarred,exceptasindicatedbelow (Here give particulars of blacklisting/debarment and in the absence thereof state"NIL")

PartC.InthecaseofCompany:

Weherebydeclarethatwehavenotbeenplacedonanyblacklistdeclaredbydeclaredby any Bank, Financial Institution, Govt's Vendor Black List or debarred, except asindicatedbelow: (Here give particulars of black listing/debarment and in the absence thereof state"NIL")

* Weherebydeclarethat, we have not with drawn any bid after being selected as L1

It is also understood that if this declaration is found to be false in any particular,CSIR-IMTECH Chandigarh shall have the right to reject my/our bid, and if the bid has resulted in acontract,thecontract isliabletobeterminated.

Place:SignatureofBidder: _____ Date:NameofSignatory: