



Basic Details

Organisation Chain	Council of Scientific and Industrial Research IMT Chandigarh		
Tender Reference Number	IMT/2024/PUR/116		
Tender ID	2024_CSIR_775168_1		
Tender Type	Single	Form of contract	Supply
Tender Category	Goods	No. of Covers	1
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No		

Cover Details, No. Of Covers - 1

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	Light Holder Assay (Part No. 363708) Oring part no. 10426 etc
		.xls	Light Holder Assay (Part No. 363708) Oring part no. 10426 etc

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

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

EMD Fee Details

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

Work /Item(s)

Title	Light Holder Assay (Part No. 363708) Oring part no. 10426 etc				
Work Description	Light Holder Assay (Part No. 363708) Oring part no. 10426 etc				
Pre Qualification Details	Please refer Tender documents.				
Tender Value in ₹		Product Category	Consumables (Hospital / Lab)	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	120
Location	CSIR-IMTECH	Pincode	160036	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	CSIR_IMTECH

Critical Dates

Publish Date	16-Oct-2024 06:00 PM	Bid Opening Date	24-Oct-2024 11:00 AM
Document Download / Sale Start Date	16-Oct-2024 06:00 PM	Document Download / Sale End Date	24-Oct-2024 10:00 AM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	16-Oct-2024 06:00 PM	Bid Submission End Date	24-Oct-2024 10:00 AM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Light Holder Assay (Part No. 363708) Oring part no. 10426 etc	1743.93

10/16/24, 11:30 AM

ePublishing System, Government of India

Work Item Documents					
	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFQ-116 pac.pdf	Light Holder Assay (Part No. 363708) Oring part no. 10426 etc	1743.93

Tender Inviting Authority

Name	DIRECTOR CSIR IMTECH
Address	Sector 39-A

Tender Creator Details

Created By	Ravi Garg
Designation	SPO
Created Date	16-Oct-2024 11:29 AM



वै.औ.अ.प.-सूक्ष्मजीवप्रौद्योगिकीसंस्थान
CSIR –INSTITUTE OF MICROBIAL TECHNOLOGY (IMTECH)
SECTOR 39-A, CHANDIGARH-160036
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Email : spo@imtech.res.in/purchase@imtech.res.in Telephone : 0172-6665106, 6665364

Tender Notice No. IMT/2024/PUR/116

Dated: 16/OCT/2024

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Title – Light Holder Assay (Part No. 363708) Oring part no. 10426 etc

The Director, CSIR-IMTECH invites on-line bids through CPP Portal for **Light Holder Assay (Part No. 363708) Oring part no. 10426 etc** to be used in this institute for research and development work. The bidders are requested to submit online bids on **BOQ Mode through CPP Portal(E-Procurement)** strictly as per the specifications, terms & conditions mentioned in the tender document.

The tender document contains the following:

Annexure-I	Instructions for Online Bid Submission
Annexure-II	Schedule of Requirement
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	Tender Acceptance letter
Annexure-IX	Manufacturer's Authorization Form
Annexure-X	Compliance Sheet
Annexure -XI	Price Schedule
Annexure -XII	Price Schedule for Goods being imported from abroad
Annexure -XIII	Land Border Sharing Declaration
Annexure-XIV	Make in India Certificate
Annexure -XV	Non Blacklisting / Non Debarment Certificate

CRITICALDATESHEET

TenderNo	IMT/2024/116/PAC
Name Of Organization	CSIR-IMTECH,CHANDIGARH
Tender Publishing Date	16/OCT/2024 at 06.00 PM
Document Download Start Date & Time	16/OCT/2024 at 06.00 PM
Bid Submission Start Date and Time	16/OCT/2024 at 06.00 PM
Bid Submission End Date and Time	24/OCT/2024 at 10.00 AM
Date and Time for Opening of Bids	24/OCT/2024 at 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

INSTRUCTIONS FOR SUBMISSION OF E-BIDS

- a. Bids shall be submitted online only at CPPP website <https://etenders.gov.in>, Manual/ Offline bids shall not be accepted under any circumstances.
- b. The Bidder shall download the Tender Enquiry Document directly from the website <https://etenders.gov.in> 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. **Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.**
- 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 <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- f. Intending bidders are advised to visit CPPP website <https://etenders.gov.in> 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 not 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 be 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. DISPUTE SETTLEMENT: The Purchaser and the Supplier/Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after 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 be final, 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 of India 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.

20.5 All 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 a shorter period shall be rejected by the Purchaser as non-responsive.

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

24. Evaluation and comparison of bids

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

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.

Price Preference

Price preference to Local suppliers as per Make in India procurement policy of Govt of India
Reference: DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16th September 2020 issued by ministry of Commerce (Govt of India), as amended from time to time on the date of issue of order.

Only Class-I and Class-II local suppliers are eligible to bid for all procurements other than Global Tender Enquiry and Purchase preference shall be given as specified below:

1) Definition of terms applicable to Make in India procurement policy of Govt of India

a)	'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
b)	'Class-I Local supplier' means a supplier provider whose 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-Local supplier' 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) Tendered goods are divisible in nature, the following procedures 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 qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
b)	If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-II local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-II local supplier fails to match the L1 price or accepts less than the offered quantity, then the next higher Class-II local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity 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 procedures 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 qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
b)	If L1 is not from a Class-I local supplier, the lowest bidder among the Class-II local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
c)	In case such lowest eligible Class-II local supplier fails to match the L1 price, the Class-II local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-II local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
d)	Class-II local suppliers are not eligible to get price preference under this clause.

4) Applicability in tenders where contract is to be awarded to multiple bidders

Intenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-II local supplier' shall get purchase preference over 'Class-III local supplier' as well as 'Non-local supplier', as per following procedure:

- In case there is sufficient local 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'.
- In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers'.
- If Class II local suppliers qualify for award of contract for at least 50% 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'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- First purchase preference shall be given to the lowest quoting 'Class-II local supplier', 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 maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

- 5) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by Class-I Local supplier	Finalization of tender
Can be Split	L1	Full order on Local supplier
Can be Split	Not L1 but within L1+20%	50% order on Class-I Local supplier subject to matching L1 price
Cannot be Split	L1	Full Order on Local supplier
Cannot be Split	Not L1 but within L1+20%	Full Order on Class-I Local supplier subject to matching L1 price

- 6) Verification of local content

a)	The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding or solicitations shall be required to indicate percentage of local content and provide self-certification (Chapter-8: Annexure-I & J) that the item offered meets the local content requirement for 'Class-I local Supplier'/'Class-II local Supplier', as the case may be.
b)	be enclosed with Technical bid and Annexure-J should be enclosed as part of Price bid. Bidder cannot claim the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition.
c)	In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local Supplier'/'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
d)	Falsed declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred 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.

Price Preference to MSMEs

- 7) In case MSME bidder is L1 entire value of the tender is to be ordered on the L1 MSME bidder.
- 8) Intender, participating Micro and Small Enterprises quoting price within price band of L1+15% 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 Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (where the tender quantity can be split).
- 9) In case of more than one such MSMEs are in the price band of L1+15% and match the L1 price, the supply may be shared proportionately if the goods can be split.
- 10) In case the tendered quantity of goods cannot be split, MSME shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match 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 lowest rate among the MSMEs within 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 lowest rate among the MSMEs in the price 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) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by MSME	Finalization of tender
Can be Split	L1	Full order on MSME
Can be Split	Not L1 but within L1+15%	25% order on MSME subject to matching L1
Cannot be Split	L1	Full Order on MSME
Cannot be Split	Not L1 but within L1+15%	Full Order on MSME subject to matching L1 price

14) The purchase preference to MSME is not applicable for works contracts where supply of goods not produced by MSMEs is also involved.

15) Price preferences shall be made applicable subject to bidder meeting the following conditions as MSME firm:

a)	MSMEs participating in the tender must submit valid & authorised copy of certificate of registration. In case of bidders submitting DIC registration certificates shall attach original notarised copy of the DIC certificate. The MSME's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME's certificate matches with the nature of the services and goods/items to be supplied as per Tender.
b)	Traders/resellers/distributors/authorized agents will not be considered for availing benefits under Public Procurement policy 2012 for MSMEs as per MSME guidelines issued by MoMSME.
c)	The registration certificate must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
d)	The MSMEs who have applied for registration or renewal of registration but have not obtained the valid certificate as on closing date of the tender, are not eligible for EMD exemption/preference.
e)	Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

The bids shall be evaluated on the basis of final landing cost which shall be arrived as under and as per Format given in BoQ of e-tender:

(a) For Goods manufactured in India

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

(b) For Goods manufactured abroad

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

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

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

In case of Purchase of many items against one tender, which are not inter-dependent or where compatibility is not a problem, normally the comparison would be made on Ex-Works, (in case 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.

Orders for imported Goods need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the Incoterms latest edition as may be amended 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 notification No. 51/96 – Customs dated 23.07.1996 and pay a concessional duty up to 5% plus surcharges, if any as per notification 24/2002 – Customs on all imports.
- b) The Certificate is issued without any commitment by CSIR-CFTRI. Hence, the supplier should ensure its applicability for their own interest.

GST

- (a) Please note that CSIR-IMTECH will not issue any GST Concessional Certificate. Hence, prospective bidders are advised to quote accordingly.

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

INSTRUCTIONS FOR ONLINE BIDS SUBMISSION

1. Bids must be mandatorily submitted through <https://eprocure.gov.in/epublish/app>.
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. Bids are invited in **Single 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. In case, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate intimations shall be sent to the bidders in this regard.
8. The Director, CSIR-IMTECH, Chandigarh reserves the right to accept or reject any or all the tenders.
9. The Firms are also required to upload copies of the following documents:
 - a. GST Certificate/Scanned copy of GST No of the Firm.
 - b. Scanned copy of PAN Card in the name of firm/proprietor.
 - c. Scanned copy of completed Questionnaire.
 - g. Scanned copy of RTGS/Bank details of the firm
 - h. Scanned copy of undertaking duly filled in and signed by owner/proprietor of firm with legible name, mobile number & E-mail ID etc.
 - i. Scanned copy of duly signed and stamped Manufacturer's Authorization Form as per Annexure VIII
 - j. Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure-IX
 - k. The bidders are requested to furnish the user list. Further 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.
 - l. 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

SCHEDULE OF REQUIREMENTS

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

Documents/Papers,EMD (if applicable)
to be submitted with online Bids: (In the absence of these, tender cannot be considered).

S. No.	DOCUMENTS REQUIRED
1	Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure III
2	Copy of Duly completed Questionnaire as per Annexure IV
3	Tender acceptance letter as per Annexure VII
4	Manufacturer's Authorization Form as per Annexure VIII
5	Compliance sheet as per Annexure IX
6	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	Scanned copy of user 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	Copy of GST No of the firm.

PRICE REASONABILITY CERTIFICATE

(to be submitted on firm's letterhead)

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

We would like to certify that the quoted 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 QUESTION DOES NOT APPLY TO A BIDDER THE SAME SHOULD BE ANSWERED WITH THE REMARK **"NOT APPLICABLE"** BIDDERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE Evasive, THE BID WILL BE LIABLE TO BE IGNORED.

1.	Bid No	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)

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

Signature of Bidder _____ Name _____ Business Address _____

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 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)

Annexure VII

**Details of Requirement / Specifications (Light Holder Assay (Part No. 363708) Oring
part no. 10426 etc**

Sr No.	Description	Qty.
1	Part no 363708 light	01
2	Source holder Assy and part no 10426 Oring	01

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

To

Date :

Sub.: **Acceptance of Terms & Conditions of Tender**

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

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)

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

MANUFACTURERS' AUTHORIZATION FORM

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

Date: (insert date (as day, month and year) of Bid submission)

Tender No: (insert number from Invitation for Bids)

To: (insert complete name and address of Purchaser)

WHEREAS

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

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

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

Name: (insert complete name(s) of authorized representative(s) of the Manufacturer)

Title (insert Title)

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

Dated on day of (Insert date of signing)

AnnexureX**Compliance Sheet**

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

Yours faithfully,

(Signature of the Bidder with official seal)

Annexure 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. No	Item Description	Country of Origin	Unit	Qty	Rate	Total price	GST With HSN Code. (Inclusive OR Exclusive) Mention the Rate & Value of GST	Packing & forwarding up Lab/Instt, if any.	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.	Delivery Period	Guarantee / Warranty

Total Bid price in Indian Rupees _____ in words.

Delivery Period - _____

Signature of Bidder
Name & Address

Note:

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

(b) Cost of spares _____

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
Sr.No	Description of Item (with HSN Code)	Country of Origin	Unit	Qty	Unit Price (Mention Currency)		Total Price (5x6)		Charges for Insurance and Transportation to Port/Place of Destination		Total Price (7+8)	Delivery Period	Guarantee / Warranty
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF/CIP		

Total Bid price in foreign Currency _____ in words.

Delivery Period _____**Signature of Bidder****Name & Business Address:****Note:****(a)** Indian agents name & address _____**(b)** Installation, commissioning & training charges, if any _____**(c)** The Indian agent's commission shall 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 Supplier To be submitted on the Letterhead of the Bidder Self-Certification (for Procurement values equal to/less than Rs 10 crs)

Certificate for CSIR-Institute of Microbial Technology, Chandigarh.,
.....

With reference to C S I R - I M T E C H -

.RFQ No.....dt.....and our offer no.
.....

In line with the revised Public Procurement (Preference to Make In India), Order 2017 dated 16-09-2020, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we

M/s _____ (Bidder name) are local suppliers and item wise local content as defined in above orders for the material to be supplied by us against above mentioned Tender No _____ is furnished as below:

Item No.	Item Description	Local Content (%)
1.		
2.		
3.		
4.		
5.		

Details of location at which local value addition will be made is as follows:

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

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

Seal and Signature of Authorized Signatory

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,wehavenotwithdrawnanybidafterbeingslectedasL1

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 isliabletobeterninated.

Place:SignatureofBidder:_____ Date:NameofSignatory:

