

वै.औ.अ.प-.सूक्ष्मजीवप्रौद्योगिकीसंस्थान

CSIR –INSTITUTE OF MICROBIAL TECHNOLOGY (IMTECH)

SECTOR 39-A, CHANDIGARH-160036

GSTIN – 04AAATC2716R2ZM

Dated: 29/APR/2024

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

Tender Notice No. IMT/2024/01/CAMC

NOTICEINVITINGTENDERTHROUGHE-PROCUREMENT

Title – CAMC of Agilent 6550 ifunnel QTQF LCMS/MS etc. (Qty-1) – as per Annexure VI

The Director, CSIR-IMTECH invites off-line bids through **Sealed Envelopes/E-mail** for **CAMC of Agilent 6550 ifunnel QTQF LCMS/MS etc.** to be used in this institute for research and development work. The bidders are requested to submit online bids on **Sealed Envelopes/E-mail** strictly as per the specifications, terms & conditions mentioned in the tender document.

Thetenderdocumentcontainsthefollowing:

Annexure-I	InstructionsforOnlineBidSubmission				
Annexure-II	ScheduleofRequirement				
Annexure-III	Price reasonability Certificate				
Annexure-IV	Questionnaire				
Annexure-V	TermsandConditions				
Annexure-VI	Specification / Requirement& Scope of Work				
Annexure-VII	TenderAcceptanceletter				
Annexure-VIII	Manufacturer's Authorization Form				
Annexure-IX	Compliance Sheet				
Annexure-X	Price Schedule				
Annexure -XI	Price Schedule for Goods being imported from abroad				
Annexure -XII	Land Border Sharing Declaration				
Annexure -XIII	Make in India Certificate				
Annnexure-XIV	Non Blacklisting / Non Debarment Certificate				

CRITICALDATESHEET

TenderNo	IMT/2024/01/CAMC					
NameOfOrganization	CSIR-IMTECH,CHANDIGARH					
Tender Publishing Date	29/April/2024at 06.00 PM					
Document DownloadStartDate&Time	29/April/2024at 06.00 PM					
BidSubmissionStartDateandTime	29/04/2024at 06.00 PM					
BidSubmissionEndDateandTime	08/May/2024at 10.00 AM					
DateandTimeforOpening ofBids	09/May/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 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.
- 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 sc	ope, 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.nbgI 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.

<u>INSTRUCTIONSFORONLINEBIDSUBMISSION</u>

- 1. Bidsmustbemandatorilysubmittedthrough 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. Bidsare 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. 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. The Director, CSIR-IMTECH, Chandigarhreserves the right to acceptor reject any or all the 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/Bankdetails of the firm
 - h. Scannedcopyofundertakingdulyfilledinandsignedbyowner/proprietor offirmwithlegiblename,mobilenumber&E-mailIDetc.
 - i. ScannedcopyofdulySignedandstampedManufacturer's Authorization FormasperAnnexureVIII
 - j.
 ScannedcopyofdulysignedandstampedCertificateregardingReasonabilityofPriceasperAnnexure-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 as per Annexure-XI.

Stores & Purchase Officer For and On behalf of CSIR

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	$Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure {\bf III}$
2	CopyofDulycompletedQuestionnaire 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	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 certing Quotation No	,		oossible discount to you in our
not quoted the same	AMC on lesser rates	than those being	are the minimum and we have offered to CSIR-IMTECH to any or execution of purchase order,
		Sea	Il 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	(100)
4.	Name & Address of Manufacturer	
'-	Traine & Address of Manadactarer	
5.	Place of the Manufacturer	
6.	Whether Manufacturer authorization	
	certificate attached	
7.	If Indian Agent is quoting on behalf of	(Yes / No)
	Foreign Principal ? If Yes, the Certified	
	Copy of agency agreement is attached	
	or Not	
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	
12.	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

TERMS AND CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT

- The Annual Maintenance Contract (AMC) will be valid for **ONE YEAR OR for a period mentioned in Award letter**from the date of work award order.
- As per instruction by Ministry of Finance Department of Expenditure (Public Procurement Division) letter no. D.O.F. No.6/18/2019-PPD Dated, 28 July, 2020 insertion of Rule 144(xi) of the GFR-2017, tenderer will have to furnish information as per **Annexure XI**

01. Model Clauses for tenderer:

- **1.** Any bidder a country which shares a land border with India be eligible to bid in the tender only if the bidder is registered with Competent Authority.
- 2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- **3.** "Bidder from country which shares a land border with India" for the purpose of this Order means:
 - a) An entity incorporated, established or registered in such a country; or
 - b)A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- **5.** In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- **6.** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;
- **7.** Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

	8. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.
	9. An Agent is a person employed to do any act for another, or to represent another in dealings with third person .
3	As Annual Maintenance Contract (AMC) shall be placed with OEM or their Authorized Service Provider only who are authorized for giving/supplying the services/ stores. You are requested to submit your authorization certificate along with your quotation.
4	The schedule of requirement must be followed and required documents must be Emailed by bidder otherwise the bid will not be considered.
5	Your offer shall be valid for Ninety (90) days from the date of opening of the quotation. No revision in price will be allowed after opening the bid(s).
6	Price bid should be given as per Scanned copy sent by Email. All statutory taxes like TDS, TDS on GST etc. will be deducted from the quoted price. No claim is be entertained as these taxes are extra. Therefore Prices are required to be quoted clearly mentioning of basic cost, taxes etc. in your quotation.
7	<u>Discount</u> : Institutional discount if any should be mentioned clearly
'	
8	GST/other Govt. Levies will be paid at actual and the prevailing rates of GST and other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid
	other tax etc, if any may be mentioned separately. No other charges than those
8	other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid Manual/Offline bids shall not be accepted under any circumstances. Reasonability of Price: The bidders are requested to furnish the user list of same instruments / equipments with contact details. Further also submit at least 02-03 AMC copies of similar items(s) with other Govt. R & D Institute / Department / University / Organization during the past 1-2 Years OR any last purchases/contracts
9	other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid Manual/Offline bids shall not be accepted under any circumstances. Reasonability of Price: The bidders are requested to furnish the user list of same instruments / equipments with contact details. Further also submit at least 02-03 AMC copies of similar items(s) with other Govt. R & D Institute / Department / University / Organization during the past 1-2 Years OR any last purchases/contracts Fall Clause: The fall clause will be applicable: "In case your firm supplies or quotes a lower rate for the tendered item to other Governments, public sector or private
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8 9 10 11 12	other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid Manual/Offline bids shall not be accepted under any circumstances. Reasonability of Price: The bidders are requested to furnish the user list of same instruments / equipments with contact details. Further also submit at least 02-03 AMC copies of similar items(s) with other Govt. R & D Institute / Department / University / Organization during the past 1-2 Years OR any last purchases/contracts Fall Clause: The fall clause will be applicable: "In case your firm supplies or quotes a lower rate for the tendered item to other Governments, public sector or private organizations, your firm will have to reimburse the excess payment Conditional bid(s) shall not be considered and will be summarily rejected. The AMC firm shall employ only Indian National above 18 years of age after verifying their antecedents and loyalty. It is your responsibility to comply with the statutory requirements of safety precaution and payment on compensation. CSIR-IMTECH is not responsible for any disability or casualty caused to workers/service engineer while performing the services and no claim for any payment on
9 10 11 12	other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid Manual/Offline bids shall not be accepted under any circumstances. Reasonability of Price: The bidders are requested to furnish the user list of same instruments / equipments with contact details. Further also submit at least 02-03 AMC copies of similar items(s) with other Govt. R & D Institute / Department / University / Organization during the past 1-2 Years OR any last purchases/contracts Fall Clause: The fall clause will be applicable: "In case your firm supplies or quotes a lower rate for the tendered item to other Governments, public sector or private organizations, your firm will have to reimburse the excess payment Conditional bid(s) shall not be considered and will be summarily rejected. The AMC firm shall employ only Indian National above 18 years of age after verifying their antecedents and loyalty. It is your responsibility to comply with the statutory requirements of safety precaution and payment on compensation. CSIR-IMTECH is not responsible for any disability or casualty caused to workers/ service engineer while performing the services and no claim for any payment on compensation on such ground will be entertained. If any fire/ damage or any type of mishappening occurs while maintenance/servicing of equipment(s) in CSIR-IMTECH premises, the successful bidder will indemnify all

- The bill should accompany the Original Service report and the Payment Term is 50% after completion of first six months subject to satisfactory service certificate given by the concerned user and remaining 50% after completion of contract period subject to satisfactory service certificate given by the concerned user. No other payment terms will be accepted.
- **18** The Bidder should not have been declared Bankrupt by any statutory body.
- The Bidder will assume total responsibility for the fault-free operation of equipment, application software if any, and maintenance during the service period and provide necessary maintenance services after end of service period, if required.
- **20** The bidders who have been suspended/ blacklisted/banned by Central Government Institution, State Government Institution, PSU etc shall be ineligible for participation in the bidding process.
- **<u>DISPUTE SETTLEMENT:</u>** The Purchaser and the Supplier 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 twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

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

- c. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or reenactments 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.
- **(b)** In the case of a dispute between the Purchase and a Foreign suppler, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

Notwithstanding any reference to arbitration herein,

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

• All disputes will be subject to Chandigarh U.T. jurisdiction only.

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

Annexure VI

Details of Requirement / Specifications (CAMC of Agilent 6550 ifunnel QTQF LCMS/MS etc.) Qty - 1

NATURE OF AMC - COMPREHENSIVE QTY - 1 (MODEL NO- Agilent 6550 ifunnel QTQF LCMS/MS)

- Rates for 1 year Comprehensive AMC should be quoted

Brief Scope of Work

- All Hardware included Hardwares of Nitrogen generator included.
- Spares: All Hardware included.

Preventive Maintenance - One with PM kit.

Breakdown Maintenance - Unlimited.

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

То	Date :
Sul	o.: Acceptance of Terms & Conditions of Tender
Ter	nder Reference No
Na	me of Tender:
De	ar 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'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 submitable 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 confirmthatweshallbesolely andfully responsibleincase ofdiscrepancy with regard to quality,quantity,Packagesordefectsatthetimeofsupply/usage.Insuchcaseswe shallprovidefreereplacementimmediately.
Signed (inserts ignature (s) of authorized representative (s) of the Manufacturer)
Name: (insert complete name (s) of authorized representative (s) of the Manufacturer)
Title(insertTitle)
Duly authorized to sign this Authorization on behalf of: (insert complete name of Bidder)
Datedondayof(Insertdate ofsigning)

Annexure IX

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 X

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 Sl. No	Item Description	3 Country of Origin	4 Unit	5 Qty	Rate	7 Total price	8 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	Guara ntee / Warra nty
	Total Bid price in Indian Delivery Period -							in words.				
	Delivery 1 criod -						Sigr	nature of Bid	der			

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Note:

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

(b) Cost of spares _____

Name& Address

Annexure – XI

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

				ŀ	iere)	1 1		
Name of the Bidder _ Tender No								
2	3	4	5	6	7	8	9	10

1	2	3	4	5	6			7		8	9	10	11
Sr.No	Description of Item	Country	Unit	Qty	Unit Price	e (Mention	Total Pı	rice (5x6)	Charges for Insurance		Total Price	Delivery	Guarantee
	(with HSN Code)	of Origin			Curr	rency)			and Trans	portation to	(7+8)	Period	/ Warranty
									Port/Place of	f 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)					

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-XII

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-XIII

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-IMTECHRFQNo
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, we hereby certify that we
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 successors may be be be a successor of the General Financial Rules along with successors may be be a successor of the General Financial Rules along with the General F
Note:entriesto bemadeseparatelyforallitems asper tender)
SealandSignatureofAuthorizedSignatory

ANNEXURE-XIV Non-Blacklisting / Non - Debarment Declaration (Onthe Organization's letterhead) Date: To, The Director **CSIR-IMTECH** Chandigarh 160036 Sub:DeclarationforNon-Blacklisting Tender ReferenceNo:____ NameofTender/Work:-PartA.InthecaseofaProprietaryConcern: IherebydeclarethatneitherlinmypersonalnameorinthenameofmyProprietary concern which 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 Bank. FinancialInstitution,Govt'sVendorBlackListordebarred,exceptasindicatedbelow (Here give particulars of blacklisting/debarment and in the absence thereof state"NIL") PartC.InthecaseofCompany: Weherebydeclarethatwehavenotbeenplacedonanyblacklistdeclaredbydeclaredby any Financial Institution, Govt's Vendor Black List or debarred, except asindicatedbelow:

Bank, (Here give particulars of black listing/debarment and in the absence thereof state"NIL")

* Weherebydeclarethat, wehave 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:

Government eProcurement System

Tender Details

Date: 29-Apr-2024 11:41 AM



Basic Details								
Organisation Chain	Council of Scientific and Indus	strial Research IMT-Chandigarh - CSIR Purc	hase-IMT - CSIR					
Tender Reference Number	IMT/2024/01/CAMC	IMT/2024/01/CAMC						
Tender ID	2024_CSIR_194340_1	Withdrawal Allowed	Yes					
Tender Type	Single	Form of contract	Supply					
Tender Category	Services	No. of Covers	1					
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No					
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No					
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No					

Cover Details, No. Of Covers - 1						
Cover No	Cover	Document Type	Description			
1	Fee/PreQual/Technical/Finance	.pdf	CAMC of Agilent 6550 ifunnel QTQF LCMS/MS etc			
		.xls	CAMC of Agilent 6550 ifunnel QTQF LCMS/MS etc			

Tender Fee Details, [Total Fee in ₹ * - 0.00]				EMD Fee Details				
Tender Fee in ₹	0.00			EMD Amount in ₹	0.00	EMD Exemption	No	
Fee Payable To	Nil	Fee Payable At	Nil			Allowed		
Tender Fee	No		·	EMD Fee Type	fixed	EMD Percentage	NA	
Exemption Allowed				EMD Payable To	Nil	EMD Payable At	Nil	

Click to view modification history

Work / Item(s)							
Title	CAMC of A	agilent 6550 ifunnel QTQF LC	MS/MS etc.				
Work Description	CAMC of A	agilent 6550 ifunnel QTQF LC	MS/MS etc				
Pre Qualification Details	Please ref	er Tender documents.					
Independent External Monitor/Remarks	NA	IA					
Show Tender Value in Public Domain	No No						
Tender Value in ₹	0.00	Product Category	AMC/ Maintenance Contracts	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	PURCHASE SECTION		
Should Allow NDA Tender	No	Allow Preferential Bidder	No				

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<u>Critical Dates</u>						
Publish Date	29-Apr-2024 06:00 PM	Bid Opening Date	09-May-2024 11:00 AM			
Document Download / Sale Start Date	29-Apr-2024 06:00 PM	Document Download / Sale End Date	08-May-2024 10:00 AM			
Clarification Start Date	NA	Clarification End Date	NA			
Bid Submission Start Date	29-Apr-2024 06:00 PM	Bid Submission End Date	08-May-2024 10:00 AM			

Tender Do	<u>cumer</u>	<u>iments</u>							
NIT Document	S.No Document Name		Description	Document Size (in KB)					
	1 Tendernotice_1.pdf			CAMC of Agilen	1597.16				
Work Item Documents	S.No	Document Type	Document	Name	Description	Document Size (in KB)			
	1	BOQ	BOQ_212764	1.xls	CAMC of Agilent 6550 ifunnel QTQF LCMS/MS etc	233.50			

Single Bidders List						
S.No.	Bidder Name	Bidder Login Id				
1.	Agilent Technologies India Pvt. Ltd.	sweta_singh@agilent.com				

Auto Extension Corrigendum Properties for Tender		
Iteratio	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	0	7

Bid Openers List			
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	vipank.eproc@csir.res.in	Vipan Kumar	VIPAN KUMAR
2.	kamalk.eproc@csir.res.in	Kamal Kumar	KAMAL KUMAR
3.	ravig.eproc@csir.res.in	Ravi Garg	RAVI GARG
4.	shankarrishi.eproc@csir.res.in	Shankar Rishi	SHANKAR DASS RISHI

GeMARPTS Details	
GeMARPTS ID	L541J9X7HB5I
Description	CAMC OF AGILENT
Report Initiated On	18-Apr-2024
Valid Until	18-May-2024

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

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TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	TIA UNDERTAKING GEM	Agree	
2	PPP-MII Order 2017	Agree	
3	MSEs Order 2012	Agree	

Tender Inviting Authority	
Name	DIRECTOR CSIR-IMTECH
Address	SECTOR 39-A CHANDIGARH

Tender Creator Details	
Created By	Bir Singh
Designation	Astt. SO
Created Date	29-Apr-2024 11:36 AM
Created Date	29-Apr-2024 11:36 AM

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