वै.औ.अ.प.- केंद्रीय औषधीय एवं सगंध पौधा संस्थान
CSIR CENTRAL INSTITUTE OF MEDICINAL & AEROMATIC PLANTS
पी.ओ.सीमैप, लखनऊ -226015 (उ.प्र.) भारत
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GSTN: 09AAATC2716R7Z7
सीएसआईआर –सीमैप
CSIR-CIMAP

फ़ाइल सं०/ File No.- CIMAP/PUR-15(03)/2026 दिनांक/ Date: 11.11.2026

खुली निविदा/Open tender
ई-निविदा हेतु आमंत्रण/Invitation for e-Tender

निदेशक, सीएसआईआर-सीमैप, लखनऊ नीचे वर्णित सामग्री हेतु मूल उपकरण विनिर्मातों, उनके वितरक और विदेशी स्वामियों के अधीन प्राधिकृत, भारतीय एजेंटों (यदि हो), को निम्नलिखित मद हेतु द्वि-पद्दती पर आधारित ई-निविदा जमा करने हेतु आमंत्रित करते हैं। इसकी सूचना https://etenders.gov.in/eprocure/app पर उपलब्ध है। संबन्धित दस्तावेज़ संस्थान की वेबसाइट www.cimap.res.in पर भी उपलब्ध है/ Director, CSIR-CIMAP, Lucknow invites original equipment manufacturers, their authorized distributors and Indian agents of foreign principals , if any, for submission of e-quotations in two bids system. For complete NIT documents kindly refer to https://etenders.gov.in/eprocure/app. Its intimation has also been given on Institute's website www.cimap.res.in.

क्रम सं०/ S.No.	मद का नाम/ Name of the item	मात्रा/ Quantity	बीएसडी डिक्लेरेसन/ BSD Declaration
1.	Supply and Installation of **Fluid Bed Processor** E-tender ID: 2026_CSIR_295834_1 Specifications may be checked under ***Annexure- 17*** of NIT. For any techno-commercial query, Please contact: Dr. M. Gover Antoniraj, Scientist-C e-mail: goverantoni.cimap@csir.res.in	01 Nos.	**Mandatorily attach duly filled in BSD format with yourtechno-Commercial online bid. BSD is not acceptable after last date of submission of Bid. Non submission of BSD leads to rejection Bids.**

कृपया ध्यान दें/*Please note-*

(i) ई-निविदा खोलने का स्थल: सीएसआईआर-केन्द्रीय औषधीय एवं सगंध पौधा संस्थान, नियर कुकरैल पिकनिक स्पॉट रोड,, लखनऊ, उत्तर प्रदेश, भारत होगा/ CSIR-CIMAP, Near Kukrail Picnic Spot Road, PO CIMAP, Lucknow, Uttar Pradesh, India will the venue of online-bid opening.

(ii) ई-निविदा जमा करने की अंतिम तिथि व समय/ Last Date & time for online bid submission: 03.12.2026/ 11:00 A.M. (IST)

(iii) ई-तकनीकी निविदा खोले जाने की तिथि व समय/ Date & time for opening of online techno-commercial bids: 04.12.2026/ 11:30 A.M. (IST)

2. इच्छुक बोलीदाताओं से अनुरोध है कि वर्णित सामग्री हेतु बोली भरें / Interested Bidders are requested to submit the bid for the quoted item.

3. इच्छुक बोलीदाता उपरोक्त विषय में अतिरिक्त जानकारी भंडार एवं क्रय अधिकारी, सीएसआईआर-सीमैप, लखनऊ, उत्तर प्रदेश, भारत से प्राप्त कर सकते हैं/ Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, CSIR-CIMAP, Lucknow, UP, INDIA.

4. प्रिंसिपल/विनिर्माता/ओईएम को सीधे अपनी बोली जमा करनी है। अथवा एक प्रिंसिपल/ विनिर्माता / (मूल उपकरण विनिर्माता (ओईएम) इस एनआईटी के लिए बोलियाँ जमा करने के लिए मात्र एक हीं स्थानीय डीलर/वितरक/स्टॉकिस्ट/अधिकृत बोलीदाता को अधिकृत कर सकता है। इस मामले में भी, प्रिंसिपल/ विनिर्माता /ओईएम को हीं मूल बोलीदाता माना जाएगा। एक प्रिंसिपल/ विनिर्माता / ओईएम के लिए एक हीं बोली होनी चाहिए और प्रत्येक प्रिंसिपल/ विनिर्माता /ओईएम के लिए अलग-अलग बोली होनी चाहिए। एक स्थानीय डीलर/ वितरक/ स्टॉकिस्ट/ अधिकृत बोलीदाता को केवल एक प्रिंसिपल/ विनिर्माता / ओईएम के लिए ही बोली जमा करनी होगी।, तो एक प्रिंसिपल/ विनिर्माता /ओईएम के लिए एक से अधिक बोलियां या एक बोलीदाता की ओर से एक से अधिक बोलियां हितों के टकराव के रूप में मानी जाएंगी और ऐसी सभी बोलियां सक्षम प्राधिकारी द्वारा अस्वीकार कर दी जाएंगी। वे बोलीदाता, जो अपने मूल विनिर्माताओं के बदले ई-बोली जमा करतें हैं, उन्हें अनिवार्य रूप से इस ई-निविदा हेतु प्राधिकृत होने से संबन्धित वांछित प्रमाण प्रस्तुत करना होगा अन्यथा उनकी बोली निरस्त की जा सकती है/ **Principal/ Manufacturer /Original Equipment Manufacturer (OEM) has to submit their bid directly. Else One Principal/ Manufacturer / OEM may authorize the only one Local Dealer/ distributor/ Stockiest/ Authorized Bidder for submission of bids for this NIT. In this case also, the Principal/ Manufacturer / OEM will be considered the original bidder. There should be one bid for one Principal/ Manufacturer / OEM and Separate bid for each Principal/ Manufacturer / OEM. One Local Dealer/ distributor/ Stockiest/ Authorized Bidder has to submit for only one Principal/ Manufacturer / OEM. More than one bids for one Principal/ Manufacturer / OEM or more than one bids from one Bidder will be treated as conflict of interest and all such bids will be rejected by competent Authority. Bidders who are submitting their online bids on behalf of their principal should submit proper authorization certificate indicating them to online bid for this tender, failing to which the bid will rejected.**

5. ई-निविदा प्रपत्र, जमा करने की अंतिम तिथि व समय के भीतर जमा होने चाहिए/ The online bids must be submitted on or before the last date & time for submission of tender.

6. यदि बोलीदाता एक से अधिक मदों के लिए अपनी निविदा जमा करना चाहता है तो उसे हर मद के लिए अलग से निविदा पत्र जमा करना होगा जिन पर स्पष्टतौर से मिसिल संख्या व मद संबंधी विवरण अंकित होना चाहिए। ई-निविदा प्रपत्र फ़र्म के लेटरहैड पर स्पष्टतौर से टंकित/ कम्प्युटर टंकित होना चाहिए/ In case, if the bidder is interested in submitting his online bid for more than one item, than heshould submit all the bids separately clearly indicating the file reference number & particulars of item. Bid should be neatly typed/ computerized on the letter-head of the firm. If any cutting is there, it should be duly certified.

7. ~~निविदा में उल्लेखित मदों के लिए वही बोलीदाता संबन्धित भारतीय मुद्रा में अपनी मूल्य निविदा जमा करें-जिसके मदों में लोकल कंटेंट 20% या सबंधित मंत्रालय द्वारा निर्धारित लोकल कंटेंट प्रतिशत से अधिक हो ।-यह एक खुली निविदा है अत: गैर स्थानीय आपूर्तिकर्ता (non-local supplier) जिनका लोकल कॉन्टेंट योगदान जिसका मद में 20% या सबंधित मंत्रालय द्वारा निर्धारित लोकल कंटेंट प्रतिशत से कम हो, वह अपनी बोली जमा ना करें । /~~

~~The Price Bid should be submitted in the INR only for the tendered item (s) having local content more than 20 % or prescribed limit as per concerned Ministry. This is an Open Tender, Hence, non-local supplier having local content of less than 20 % or prescribed limit by concerned ministry is not eligible to submit the bid.~~

8. सभी ई-निविदाएँ उपरोक्त निर्दिष्ट बोली प्रतिभूति घोषणा पत्र (ईएमडी डिक्लेरेसन) के साथ निर्धारित समय व तिथि के भीतर आवश्यक रूप तकनीकी-व्यवसायिक निविदा (भाग-1) के साथ जमा हो जानी चाहिए। ईएमडी डिक्लेरेसन लेटर प्रपत्र इस ई-निविदा के साथ संलग्न है। नियत समय व तिथि पर ई-निविदाएँ खोली जाएंगी। बोलीदाता अथवा उनके वाजिब प्रतिनिधि यदि चाहें, तो ई-निविदा खुलने के समय व तिथि पर मौजूद रह सकते हैं। किसी कारणवश,यदि ई-निविदा जमा करने या खुलने की तिथि पर अवकाश अथवा कार्यालय बंद रहता हैतो ई-निविदाएँ जमा व खोलने का समय अगले कार्यदिवस में उसी नियत समय होगा/

All bids must be accompanied by a bid securing declaration (EMD declaration) as specified above and must be submitted along with Techno-commercial bid (Part-1) on or before the date and time indicated above. EMD declaration format is attached with this NIT. Online Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following workingday at the appointed time.

9. बोलीदाता यह भली-भांति सुनिश्चित कर लेंकि उनके द्वारा जमा किया गया ई-निविदा प्रत्र इस कार्यालय द्वारा की गई चाही गई अहर्ताओं व मांगी गई समस्त जानकारियों को निर्धारित प्रपत्रों पूरा भरने के उपरांत जमा किया गया है। यदि जरूरी हो तो जानकारियों के लिए अतिरिक्त शीट का प्रयोग किया जा सकता है। सक्षम व्यक्ति द्वारा सम्पूर्ण निविदा प्रपत्र मुहर अंकित व हस्ताक्षरित किया चाहिए। भाग लेने वाले बोलीदाता को चाहिए कि वह इस निविदा प्रपत्र के सभी पेजों को हस्ताक्षरित व मुहर के साथ अपलोड करेगा/ Bidders are required to ensure that the E-tender documents submitted by them fulfill the requisite qualifications and required information given in the prescribed formats. Additional sheets may be used,if required. The complete tender documents should be page numbered with index, signed and stampedby the authorized signatory of the bidder. All pages of this NIT should be signed, stamped and uploadedby the participating Bidders.

10. सीएसआईआर-सीमैप के मांगे जाने पर बोलीदाताओं को अपनी निविदा में संलग्न किये किसी प्रपत्र/ प्रमाणपत्र को मूलरूप में सत्यापन हेतु प्रस्तुत करना होगा, विसंगति होने पर संबन्धित खरीद प्रक्रिया के किसी भी स्तर से निष्काषित किया जा सकता है/ On demand by CSIR-CIMAP, the bidder will haveto produce the original document/ certificate submitted with the quotation for the purpose of verification, mis-match can lead into rejection at any level of the concerned procurement process.

11. बोलीदाताओं को इस संस्थान में होने वाली खरीद प्रक्रिया में सीएसआईआर के क्रय नियमों की पूर्णतया पारदर्शिता व ईमानदारी से पालन करना होगा, अवहेलना करने पर संबन्धित खरीद प्रक्रिया के किसी भी स्तर से निष्काषित किया जा सकता है/ Bidders should follow CSIR Purchase rules (available at www.csir.res.in) with complete transparency and honesty, violation can lead into rejection at any level of the procurement process.

12. एमएसई,मेक इन इण्डिया एवं स्टार्ट-अप फर्म्स इस ई-निविदा में भाग लेने हेतु आमंत्रित हैं। उन्हे ईएमडी,यदि कोई हो, व टर्नओवर मानदंडों में छूट है परंतु तकनीकी विशिष्टताओं व आवश्यकताओं को पूर्ण करना होगा। उनके संदर्भ में भारत सरकार के अधिनियम लागू होंगे। इस प्रकार की छूट पाने के लिए संबन्धित आपूर्तिकर्ताओं को समस्त वांछित दस्तावेज़ संलग्न करने होंगे। ध्यान रहे कि,इस प्रकार के प्रपत्रों में असत्यता पाये जाने पर सक्षम प्राधिकारी द्वारा फ़र्म को निष्काषित /अन्य कोई यथोचित कार्रवाही की जा सकती है। इन बोलीदाताओं को भी अपनी भाग -1 निविदा के साथ लोकल कंटैंट प्रमाणपत्र, निर्दिष्ट बोली प्रतिभूति घोषणा पत्र, बी एसडी डिक्लेरेसन एवं अन्य प्रपत्र (जो कि निविदा के साथ संलग्न हैं) प्रस्तुत करना होगा।/ MSE, Make In India and Start-up firms are invited to participate in this e- tender. These firms are exempted from submitting of EMD, if any, and turnover criteria. But they have to comply with the specifications and technical parameters. The Govt. of India rules are applicable for the MSE, Make in India and Start-up firms. In order to seek the desired relaxation, the concerned suppliers are required to enclose all the concerned and essential indicating their status. It may be take care that any inconsistency/ false declaration in such documents will lead to debarring/any other deemedfir action by the Competent Authority. These bidders are also required to submit the local content certificate, Bid Securing Declaration, (BSD Declaration, if sought in NIT and other documents (formatsattached with the NIT) with their Part-1bids.

13. इस टेंडर में भारत सरकार द्वारा परिभाषित श्रेणी-I स्थानीय आपूतिकर्ता/ बोलीदाता को भारत सरकार के नियमानुसार क्रय वरीयता प्रदान किया जाएगा । ये बोलीदाता अपनी तकनीकी-व्यावसायिक (भाग-I) बोली के साथ लोकल कंटैंट प्रमाणपत्र संलग्न करेंगे । लोकल कंटैंट प्रमाणपत्र का प्रारूप इस निविदा प्रपत्र के साथ संलग्न है। विस्तृत विवरण निविदा के जीसीसी 2.40 पर अवलोकन किया जा सकता है / Class- I Local Supplier categories as defined by the Government of India will be given preference as per the guidelines prescribed by Government of India. They are required to attach Local Content Certificate (LCC) in their techno-commercial (Part-I) bid. The format of LCC is attached with this NIT. Details can be perused in this NIT at GCC 2.40.

14. बोलीदाता ध्यान दें कि मूल्य बोली में उपस्कर, वारंटी व उससे सम्बन्धित टैक्स का उल्लेख करें । मूल्य बोली में उपरोक्त घटकों के आधार पर LQ1 निर्धारित किया जाएगा। सफल बोलीदाताओं को जो क्रय आदेष जारी होगा उसमें उपस्कर, स्टैण्डर्ड वारंटी व उससे सम्बन्धित टैक्स का भुगतान किया जाएगा और इसी राषि की परफारमेंस सिक्योरिटी सफल बोलीदाता द्वारा जमा की जाएगी/The

bidders may kindly note that they are required to furnish their price bid (Part- in two parts Price bid in (i) BOQ- which format should include the cost of equipment along with warranty and applicable taxes. It may be noted that the Price bid will be evaluated considering the above factors for arriving at LQ1 bidder. PO will be issued for the cost of equipment along with standard warranty and applicable taxes. Performance Bank Guarantee will be applicable for the cost of equipmentalong with standard warranty and applicable taxes.

15. बोलीदाताओं को चाहिए कि वे मूल्य बोली (प्राइस बीड- भाग-II) में अपनी दरें मांगे गए आधार पर प्राइस शेडुल प्रारूप पर भर कर दें। अगर मूल्य-निविदा (भाग-II) में कोई दर / प्रभार / टैक्स /लेवी का विकल्प खाली / छूटा/ शून्य / लागू नहीं है **,** आदि लिखा पाया गया तो उसे मूल्य में समाहित (*Inclusive*) माना जायेगा । जिसमे बोली जमा करने की अंतिम तिथि के बाद कोई सुधार मान्य नहीं होगा । सभी नियम और शर्तों के साथ मूल्य / दर विहीन (un-priced) वित्तीय बोली प्रारूप की एक प्रति तकनीकी-व्यवसायिक बोली के साथ लगाई जा सकती है । मूल्यांकन**,**न्यूनतम मूल्यांकित बोली आधार पर किया जाएगा जिसका उल्लेख मूल्य ई-निविदा में किया गया है **/** The Bidders are required to submit their Rates as directed in Price Bid, Part-II (Price Bid Schedule format). The rates are required to be quoted in BOQ format as well as in PDF. Please note that in case of any discrepancy between the two, the price bid quoted in PDF will be considered for evaluation and ranking. In Price Bid Schedule, if any rate/charge/ tax/ levies etc., will

be found unfilled/ left blank/ zero/ NA etc., then same will be treated as Inclusive. No modification/ Alternation/ addition / correction etc. in bid will be acceptable after last date of bid submission. A copyof un-priced Price Bids/ schedule format with all terms & conditions can be submitted in technical bidalso. Evaluation shall be made on the LQ-1, which has been stated in the Price Bid section of NIT.

16. बोलीदाताओं को चाहिए कि वे मूल्य बोली (प्राइस बीड- भाग-II**)** में अपनी दरें मांगे गए आधार पर प्राइस शेडुल प्रारूप पर भर कर दें। मूल्यांकन**,** न्यूनतम मूल्यांकित बोली आधार पर किया जाएगा जिसका उल्लेख मूल्य ई-निविदा में किया गया है**/** The Bidders are required to submit their Rates as directed in Price Bid, Part-II (Price Bid Schedule format). The rates are required to be quoted in BOQ format as well as in PDF. Please note that in case of any discrepancy between the two, the price bid quoted in PDF will be considered for evaluation and ranking. Evaluation shall be made on the LQ-1, which has been stated in the Price Bid section of NIT.

17. सशर्त बोली अस्वीकार्य है । अत**:** बोलीदता का सहमति स्वरुप इस निविदा के सभी पेजोंपर हस्ताक्षर व मूहर के साथ तकनीकी बोली के साथजमा करना होगा /Conditional bids are not accepted. Therefore, all bidders are required to submit the signed and stamped on all the pages of this NIT document as a mark of acceptance with technical bid.

18. निदेशक, सीएसआईआर-सीमैप, लखनऊ को यह अधिकार है कि वह कोई कारण बताए बिना, किसी या सभी निविदाओं को अंशत: या पूर्णत: स्वीकार/अस्वीकार कर सकता है,या उसके/ उनके क्रम को भंग कर सकता है जो कि भाग लेने वाले सभी बोलीदातों को बाध्यकारी व स्वीकार्य होगा / The Director, CSIR-CIMAP, reserves the right to accept/reject any or all tenders either in part or in full or to split theorder without assigning any reasons there for which will be binding and acceptable all participating bidders.

ह०/ Sd/-
भंडार एवं क्रय अधिकारी/
Stores & Purchase Officer

PBC-NIT Document File No.- CIMAP/PUR-15(03)/2026 - Supply Installation and commissioning of Fluid Bed Processor.

INSTRUCTIONS TO BIDDER FOR SUBMITTING THE ON-LINE BIDS (*To be read carefully by the interested bidders)*

1. Tender documents may be downloaded from Central Public Procurement Portal https://www.etenders.gov.in. Aspiring bidders who have not enrolled / registered in e-procurement should enrol/ register before participating through the website https://www.etenders.gov.in. The portal enrolled is free of cost. Bidders are advised to go through the instructions provided at "instructions for online bid submission".

2. Tenderers can access tender documents on the website (for searching in the NIC site https://www.etenders.gov.in, kindly go to Tender Search option, select tender type and select Council of Scientific and Industrial Research in organization tab and select CSIR-CIMAP, Lucknow in department type. Thereafter, click on "Search" button to view all CSIR-CIMAP, Lucknow tenders). Select appropriate tender and fill them with all relevant information and submit the completed tender document online on the website https://www.etenders.gov.in.

3. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://etender.gov.in/eprocure/app.

REGISTRATION-

4. Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: https://etender.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charges.

5. As part of the enrolment process, the bidder will be required to choose a unique username and assign a password for their accounts.

6. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

7. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode /eMundra etc.), with their profile.

8. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

9. Bidder then in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS-

10. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

11. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tender' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.

12. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS-

13. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

14. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

15. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS /RAR/ DWF /JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

16. To avoid the time and effort required in uploading the same set of slandered documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificate etc.) has been provided to the bidders. Bidders cab use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part Technical Bid.

SUBMISSION OF ONLINE BIDS-

17. Bidder should log into the site well in advance for bid submission so that they can upload the online bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.

18. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

19. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidders should follow this time during bid submission.

20. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

21. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

22. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

23. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

24. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS/TENDERERS/SUPPLIERS

25. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender of the relevant contact person indicated in the tender.

26. 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.

27. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the central Public Procurement Portal for e Procurement Portal for e Procurement https://www.etenders.gov.in

CHAPTER 1

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A. Introduction

1.1. **Eligible bidders**

1.1.1 This Invitation for Online bid is open to all suppliers to submit their online bids through https://etenders.gov.in/eprocure/app

1.1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Online bids.

1.2. **Cost of Online bidding**

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

1.3. **Fraud and corruption:**

1.3.1 The purchaser requires that the bidders/ suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined: "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"collusive practice" means a scheme or arrangement between two or more online bidders, with or without the knowledge of the purchaser, designed to establish online bid prices at artificial, non-competitive levels; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

1.3.2 The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

1.3.3 The Purchaser reserves the right to take punitive action against the firms/suppliers and their related identities, if any, at any stage if they breach the procurement process or contract agreement by taking the following steps in accordance of the CSIR guidelines-

(i) Holiday listing: Temporary debarment or suspension from CSIR-CIMAP procurement for 12 months.
(ii) Removal from the list of registered vendors: for 12 months to 24 months.
(iii) Banning of firms (a) Country wide banning: for three years (b) Banning from CSIR

B. The Online Bidding Documents

1.4. **Cost of Online bidding Documents**

1.4.1 Interested eligible bidders will download the **online bidding documents from** https://etenders.gov.in/eprocure/app **as** indicated in the Invitation for Online bids/e-ender/ e-NIT **at free of cost.**

1.5. **Content of Online bidding Documents**

1.5.1 The goods required, online bidding procedures and contract terms are prescribed in the online bidding documents which should be read in conjunction. The online bidding documents, apart from the **invitation for online bids have been divided into following chapters as under:**

Chapter 1: Instructions to bidder (ITB)
Chapter 2: (a) General Conditions of Contract (GCC)
(b) Special Conditions of Contract (SCC)
Chapter-3: Forms- (1) Contract form
(2) Acceptance Certificate form
(3) Performance Security form
(4) Integrity pact form (applicable if specifically mentioned)

Chapter 4: Schedule of Requirements

Part-1 (online Technical bid)

(1) Bidder's information form
(2) Manufacturer's authorization form
(3) Bid securing Declaration/ EMD Declaration form as indicated in the e-tender
(4) Performance statement form
(5) Specifications and allied technical details
(6) Deviation form (technical)
(7) Service support details form
(8) Qualification requirements
(9) Documentary evidence establishing that the bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.
(10) Documents establishing goods eligibility and conformity to the online bidding documents.
(11) Valid certificate(s) in case the item under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

Part-II (online Financial bid)-

to be submitted with required captions/markings on it.

(1) Financial forwarding letter
(2) Price schedule form-
(a) Goods/services from abroad
(b) Goods/services within India
(3) Deviation form (financial)

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

1.6. **Clarification of online bidding documents**

1.6.1 A prospective bidder requiring clarification, if any, of the Online bidding Documents shall contact the Purchaser through 'seek clarification' on Tender Management of Government e-Procurement Portal https://etenders.gov.in/eprocure/app, as well as also an e-mail to SPO should be sent within the stipulated date stated in e-tender.

1.7. **Corrigendum to the Online bidding Documents**

1.7.1 At any time prior to the deadline for submission of online bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the online bidding documents by corrigendum.

1.7.2 Corrigendum, if any, to the online tender will be separately indicated in the e-procurement portal https://etenders.gov.in/eprocure/app

1.7.3 In case of corrigendum to the e-tender, the Purchaser, at its discretion, may extend the deadline for the submission of online bids.
1.7.4 Before submission of the bids the bidder is required to ensure that corrigendum if any, has to be incorporated in his online bid documents.

C. Preparation of Online bids

1.8. **Language of Online bid**

1.8.1 The online bid prepared by the bidder, as well as all correspondence and documents relating to the online bid exchanged by the bidder and the Purchaser, shall be written in English language only especially when the details are technical.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9. **Documents Comprising the Online bid**

1.9.1 The online bid prepared by the bidder shall also include the following documents in the prescribed formats-

(a) Bidder Information Form
(b) Online bid security as specified in the Invitation to Online bids.
(c) Service support details form;
(d) Deviation Statement Form;
(e) Performance Statement Form;
(f) Manufacturer's Authorization Form.
(g) Documentary evidence establishing that the bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.
(h) Online bid form.
(i) Documents establishing goods eligibility and conformity to online bidding documents.
(j) Applicable Price Schedule Form.
(k) Valid certificate in case the item under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

1.10. **Online bid form and price schedule**

1.10.1 The bidder shall complete the Online bid Form and the appropriate price schedule form furnished in the online bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the required information. Firm has to submit price bid in both BOQ- Excel Format and BOQ-PDF with details. In case of any discrepancy between BOQ (Excel Format) and BOQ-PDF, the price bid submitted in BOQ-PDF format will be considered as final for evaluation and ranking. BOQ-PDF gives scope for detail and breakup of the Pricing.

1.11. **Online bid Prices**

1.11.1 The bidder shall indicate on the appropriate **price schedule** form, the unit prices and total online bid prices of the goods it proposes to supply under the contract.

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:
Firm has to submit price bid in both BOQ- Excel Format and BOQ-PDF with details. In case of any discrepancy between BOQ (Excel Format) and BOQ-PDF, the price bid submitted in BOQ-PDF format will be considered as final for evaluation and ranking. BOQ-PDF gives scope for detail and breakup of the Pricing.

(a) **For Goods manufactured within India**

(i)The price of the goods quoted Ex -works including taxes already paid.
(ii) GST and other applicable taxes & duty etc. admissible will be payable on the goods if the contract is awarded.
(iii) **Banker's details such** as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.
a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
b. The installation, commissioning and training charges including any incidental services, if any.

(b) **For Goods manufactured abroad**

(i) Bidders must note that-The Price of the goods quoted in the Online Price bid should be provided with a clear breakup of various heads- Ex-Works, Packing & forwarding, insurance (ex-works to CIMAP Stores), shipment/airfreight, custom clearance charges & statutory levies, transportation from airport to CIMAP Stores, loading/unloading charges (if any), Installation, Commissioning including any incidental services, training, additional yearly warranty, AMC/CMC on annual basis, Agency commission, if payable then source should be clearly mentioned and any other applicable charges must be quoted as this is essential for proper price comparison. Competent Authority reserves the right to reject such online bid on non-compliance.
However, CSIR-CIMAP can place the order on FCA/FOB/CIF/CIP or any other applicable INCOTERMS to the selected online bidder.
(ii) The agency commission charges, if any, should be clearly specified.
(iii) **Banker's details such** as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc. Bank details are also required for opening of Letter of Credit.

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

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

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

1.11.6 In case the bid validity is requested for extension the same will be made by the supplier without altering the price bid.

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

1.11.8 The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty at **a** concessional rate is levied as per the prevalent Government of India's orders. If IGST is applicable, then full and concessional against DSIR Registration both rates should be clearly specified.

1.11.9 Concessional/Amended Taxes/duties as permitted by Government of India, are applicable for purchase of any equipment for R&D purpose service charges are not concessional and the GST Charges is as per the applicable HSN code. However, the supplier has to bifurcate the comprehensive annual maintenance (CAMC) in percentages of the spare parts/goods and the services clearly for arriving at the tax applicability. If CAMC charges are not bifurcated the full tax rate of services will be applicable of the CAMC charges for evaluation.

1.11.10 Bidders will be sole responsible for the tax/GST rates and HSN Codes submitted by them, therefore, they are advised to check the prevalent tax/GST rates before submitting their tenders.

1.12. Bid Currencies

1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries. For this purpose the price bid should be submitted in BOQ (Excel format) as well as PDF, in case of any discrepancy between the two, the price bid in PDF will be considered for evaluation and ranking. PDF gives scope for detail and breakup of the Pricing.

1.13. Documents Establishing bidder's Eligibility and qualifications

1.13.1 The participating bidder has to ensure that the eligibility criteria and other qualifications stipulated in the tender are fulfilled by them before participating in the NIT.
1.13.2 The bidder shall furnish, as part of his online bid, documents establishing the bidders' eligibility and qualification to perform the contract if the online bid is accepted. The documentary evidence of the bidder's qualification to perform the contract if the online bid is accepted shall establish to the purchaser's satisfaction that;

(a) The bidder meets the qualification criteria listed in online bidding documents, if any.

(b) Bidder that doesn't manufacture the goods it offers to supply **shall submit to Manufacturers' Authorization** Form (MAF) using the form specified in the online bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

(c) In case a bidder not doing business within India it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3 Conditional Online bids shall not be accepted**.**

1.14. Documents Establishing Goods' Eligibility and Conformity to Online bidding Documents

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

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

(a) A detailed description of the essential technical and performance characteristics of the goods;
(b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, pre requisites/ utility materials etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the online Priced bid ; and
(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
1.14.3 For purposes of the commentary to be furnished pursuant to above, the bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The bidder may substitute these in its online bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15. Earnest Money Deposit (EMD)/ Bid Security (BS)/ Bid Securing Declaration (BSD) - whichever is applicable

1.15.1 If Bid Security is required then- the bid security should be valid for minimum 45 days beyond the validity of the online bid. Bid Security/ EMD valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser.

1.15.2 In case BSD is asked in the NIT then- Bid Securing Declaration (BSD Declaration) shall be mandatorily submitted on the firm's letter head in the prescribed form and should be attached with the techno-commercial bid documents-Part-I (online) by the all participating bidders of different categories in the tender. Please note carefully that the non-submission of the appropriate Bid Securing Declaration(BSD) with the techno-commercial bid, the bid will summarily be rejected and no further communication will be entertained in this regard.

1.15.3 The firms registered with NSIC, MSME, Make in India, start-up India, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./ Institutions, if any, are exempted from payment of Bid Security Ernest Money deposit (BS/EMD) provided *such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.* The bidder must submit copy of valid registration in the support of the claim in their technical bids, in the absence of same the bid will be rejected. However, they have to submit the BSD document with their bids, if required as per the NIT.

1.15.4. If the Supplier is selected for giving the Purchase order/ GoI and if they fail to honour the terms & conditions stipulated in it, the Institute may take deemed fit action against it.

1.15.5 While Bid Securing Declaration (BSD) should be submitted on the firm's letter head and is a **mandatory requirement**, tenders without bid security/bid securing declaration will be rejected.

1.15.6 The bid security amount, if any, of unsuccessful bidder will be discharged/ returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest, provided that there is no legal/administrative matter involved/pending.

1.15.7 The successful Bidder's bid security amount, if any, will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/ BC.

1.15.8 In case a bidder intimates at the time of tender opening in writing that the bid is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security (in case of offline)
1.15.9 The bid security may be forfeited.

(a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

1.16. Period of Validity of Online bids.

1.16.1 Online bids shall remain valid for **minimum of 180 days** after the date of online bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser.

1.16.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. The non-acceptance of same will lead to the rejection of the bid. A bidder granting the request will not be required nor permitted to modify its online bid.

1.16.3 Online bid evaluation will be based on the online bid prices without taking into consideration the above corrections.

1.16.4 The online bids may be submitted as specified in the Invitation for Online bids.

1.16.5 In case the online bids are invited **on two- bid system**, the bidder shall submit the bids in two separate parts. Part –I i.e. **Techno-commercial bid** shall comprise all documents listed under clause relating to Documents Comprising the commercial terms, except price schedule. Part-II i.e., **Price bid** shall contain the comprising of duly filled bid form and price schedules.

1.16.6 The online bid shall be digitally signed by the bidder or a person or persons duly authorized, all pages of the online bid, printed literature/catalogue/ Brochure / leaflet, shall be signed by the person or persons signing the online bid.

1.16.7 Any interlineations, erasures or overwriting shall be valid only if they are signed by the persons or persons signing the online bid.

D. Submission of Online bids as per e-tender instruction

1.17. Format and signing of Online bid

1.17.1 All bidders are requested to go through the "Instructions to bidder for submitting the on-line bids (*to be read carefully by the interested bidders)"given in the beginning of this NIT document.*

1.17.2 Deadline for Submission of Online bids

1.17.3 The online bids must be uploaded well before the last date & time for submission of online e tender. Institute will not be responsible for any cause of non-submission of the online bids due to technical fault/website congestion /Late/Delay.

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

E. Opening and Evaluation of Online bids

1.18. Opening of Online bids by the Purchaser.

1.18.1 The Purchaser will open all technical online bid or Part-1 online bid in case of two online bidding system as per the schedule given in invitation for online bids. In the event of the specified date of Online bid opening being declared a holiday for the Purchaser, the Online bids shall be opened at the appointed time on the next working day. In two bid system, the financial online bid shall be opened only after technical evaluation.

1.19. Confidentiality.

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

1.19.2 Any effort by a bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the online bids or contract award decisions may result in the rejection of its Online bid and deemed fit action can be initiated by the competent authority.

1.20. Clarification of Online bids.

1.20.1 To assist in the examination, evaluation, comparison and post qualification of the online 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 online bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest online bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.20.2 For clarification purpose supplier is required to provide the historical documents i.e. those documents which existed before publication/floating of this NIT.

1.21. Preliminary Examination.

1.21.1. The Purchaser shall examine the online bids to that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted and if certain clarification is required the same shall be furnished by the bidder without altering the NIT parameters.

1.21.2 The Purchaser shall check that the following documents and information have been provided in the On-line bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Online bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;

All the bids received will first be scrutinized to see whether the bid meet the basic requirements as incorporated in the bid enquiry document. The bid, which does not meet the basic requirements, will be treated as unresponsive and ignored.

The following are some of the basic important requirements, for which the bid may be declared as unresponsive and liable to be ignored/rejected at initial stage or any point of time of processing:

(i) The Online bid is unsigned.
(ii) The bidder is not eligible- not complying the basic eligibility criteria
(iii) The Online bid validity is shorter than the required period/ non receipt of proper extension.
(iv) The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
(v) Bidder has not submitted the required Bid Security Declaration (BSD), performance security (PBG) as per the requirement of the NIT.
(vi) The goods quoted are sub-standard, not meeting the required specification etc.
(vii) Against the schedule of Requirement (incorporated in the e-tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
(viii) The Bidder has not agreed to essential condition(s) incorporated in their Bid.
(ix) The Bidder fails to timely respond to query/clarification sought by the Purchaser during the bid evaluation.
(x) Online bid submitted by the Indian agent of the foreign Principal, who are not authorized by their OEM will be rejected.

1.22. Responsiveness of Online bids.

1.22.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each online bid to the online bidding documents. For purposes of this clause**, a substantive responsive online bid is one, which confirms to all terms and condition of the online bidding documents without material deviations, reservations or omissions.**

A material deviation, reservation or omission is one that:
(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
(b) limits in any substantial way, inconsistent with the Online bidding Documents, the Purchaser's rights or the bidder's obligations under the Contract; or
(c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive online bids.

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

1.22.3 **If an online bid is not *substantially responsive*, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation or omission.**

1.23. Non-Conformity, Error and Omission.

1.23.1 Provided that an Online bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Online bid that do not constitute a material deviation.

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

1.23.3 Provided that the online bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

1.24. Examination of Terms & Conditions, Technical Evaluation.

1.24.1 The Purchaser shall examine the Online bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation.

1.24.2 The Purchaser can seek clarification from the supplier on his online bid submitted, for arriving at a clear position; this will be without altering the NIT specifications. To evaluate an Online bid, the Purchaser may constitute a Technical Sub Committee (TSC) which will use all the factors, methodologies and criteria defined in NIT. In order to arrive at a more clear position, it can also ask for physical or live demonstration of the quoted model from the online bidder. For the demonstration CSIR-CIMAP will not bear any monetary/ documentary liability. The venue and date of demonstration will be intimated by the Purchaser.

1.24.3 The Purchaser shall evaluate the technical aspects of the online bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Online bidding Documents have been met without any material deviation or reservation.

1.24.4 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Online bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the Online bid.

1.25. Conversion to Single Currency.

1.25.1 To facilitate price bids evaluation and comparison, the Purchaser will convert all bid prices expressed in various currencies in to INR at the selling exchange rate established by Reserve Bank of India/on xe website. The currency conversion date will be the

date of online bid opening in the case of single bid / **the date of opening of the Price bids** in the case of two-bid system. For this purpose, exchange rate notified in www.xe.comor www.rbi.org or any other website could also be used by the purchaser.

1.26. Evaluation and comparison of online bids.

1.26.1 The Purchaser shall evaluate price bid of each responsive technically qualified price bid for the strictly as per NIT requirements/ specifications.
1.26.2 In case of optional items/ requirements: - No Optional items are to be quoted. All expenditure incurring up to handing over the consignment will be taken in to account for evaluation and comparison. The essential requirement will be decided by the Institute strictly on the basis of NIT.
1.26.3 If the bidder has quoted certain optional items, these items will not be taken into consideration for the evaluation of the bid unless the specifications of the optional item quoted by the vendor are a part of NIT specifications.
1.26.4 The online bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

[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 like excise duty etc. which will be payable on the goods if the contract is awarded.
(iii) Charges for inland transportation, insurance, loading, unloading and other local services required for delivering the goods at the desired destination.
(iv) The installation, commissioning, training and additional warranty (if any) charges including incidental services, if any.
(v) Concessional/Amended Taxes/duties as permitted by Government of India, are applicable for purchase of any equipment for R&D purpose service charges are not concessional and the GST Charges is as per the applicable HSN code. However, the supplier has to bifurcate the comprehensive annual maintenance (CAMC) in percentages of the spare parts/goods and the services clearly for arriving at the tax applicability. If CAMC charges is not bifurcated the full tax rate of services will be applicable of the CAMC charges for evaluation.

[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 online bidding document.
(ii) IGST and other taxes like custom duty etc., wherever applicable, which will be payable on the goods if the contract is awarded.
(iii) Charges for inland transportation, insurance, loading, unloading and other local services required for delivering the goods at the desired destination.
(iv) The installation, commissioning, training and additional warranty (if any) charges including incidental services, if any.
(v) Bidder may also submit his rates for bringing the consignment to final destination i.e. CSIR-CIMAP Stores on DDP/DDU, apart from giving the rates for other inco-terms- FoB/FCA/CIP etc.

1.27. Comparison of Online Bids.

1.27.1 (i) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and Ex-works/FoB /FCA basis respectively. However, the Ex-works/FoB/FCA prices quoted by any foreign bidder shall be loaded further as under:-
Towards custom clearance, insurance, freight movements, exchange rate fluctuations etc.-statutory levies on services, as applicable, essentially required for smooth delivery of the consignment from Airport to CSIR-CIMAP- 20% of the Ex-works/FOB/FCA value excluding applicable rates of IGST, if any. The Bidder must quote the applicable IGST rate for the quoted items.

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

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

Note: **Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. they will be deemed to covered in the given cost and supplier will not be allowed to include them at later stages. If done so, such offers shall be rejected as incomplete.**

1.27.2 In the case of Purchase of many items against one e-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 the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

1.27.3 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Inco terms 2020 as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR Labs/Institutes or Headquarters.

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

1.27.5 The GCC and the SCC shall specify the mode of transport i.e. whether by air/ocean/road/rail.

1.27.5 The Purchaser shall compare all substantially responsive online bids to determine the lowest evaluated online bid, in accordance with ITB Clause 1.30.

1.28. Contacting the Purchaser

1.28.1 Subject to ITB Clause 1.24, it must be noted no bidder shall contact the Purchaser on any matter relating to its online bid, from the time of the bid opening to the time the Contract is awarded.

1.28.2 Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's online bid.

1.29. Post qualification

1.29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.

1.29.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Online bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.29.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's online bid.

F- Award of Contract

1.30. Negotiations

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

1.31. Award Criteria

1.31.1 Subject to ITB Clause 37 the Purchaser will award the contract to the successful bidder whose online bid has been determined to be substantially responsive and has been determined to be the lowest evaluated online bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

1.32. Purchaser's right to vary Quantities at Time of Award

1.32.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 25% within the delivery period. This may be done by the Purchaser on issuing a separate purchase order with additional quantities on the unchanged price and other terms and conditions. The Supplier has to accept it unconditionally.

1.33. Purchaser's right to accept Any Online bid and to reject any or All Online bids

1.33.1 The Purchaser reserves the right to accept or reject any online bid, and to annul the online bidding process and reject all online bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders.
1.33.2 The Purchase reserves the right to accept even a single participating bid, if it responsive and meets the NIT criteria.

1.34. Notification of Award- Pre and Post requirements

1.34.1(i) Before the issue of the purchase order-cum-Letter of intent/Notification of Award, the Director, CSIR-CIMAP reserves the right for inviting the Lowest quoting qualified firm for a price negotiation meeting before the Competent Committee. If the price negotiation meeting is not successful, the concerned procurement case will be treated as closed.
1.34.1 (ii) When specifically asked by the Purchaser, the supplier is required to submit the clear copies of recent Past Purchase order for the same/similar nature items required by the Purchaser for price justification and establishing the price reasonability of the quoted item as per NIT.
1.34.2 Prior to the expiration of the period of online bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the online bid has been accepted and a **separate purchase order** shall be issued. **Based upon the information provided by the bidder, the Purchase order/Award letter/Contract will include acknowledgement, price (if negotiated), delivery period, Inco-term, payment terms, Indian Agency Commission, country of origin, port of shipment, port of destination, mode of dispatch, banker's details & charges, penalty, warranty, installation, commissioning & training, freight forwarder-Indian/foreigner, PBG etc. wherever required.**

1.34.3 Until a formal contract is prepared and executed, the notification of award/LOI/Purchase order should constitute a binding contract.
1.34.4 On receipt of the Award letter/P.O the firm will contact the User for intimating the pre-requisites, if any, for the timely and smooth installation of the item.
1.34.5 Purchaser will also be informing the successful supplier for furnishing of the signed Contract Form, if applicable, on Rs. 100/- on judicial stamp paper issued from Lucknow and performance security pursuant to ITB Clause 1.41, the purchaser will promptly notify each unsuccessful bidder and will discharge its online bid security, if any, provided there is no administrative or legal matter involved/pending.

1.35. Signing of Contract and submission of the PBG

1.35.1 Promptly after notification, the Purchaser shall send the successful bidder the Agreement/ Purchase Order/contract.

1.35.2 Within twenty-one (21) days of date of the Agreement/ Purchase Order/contract, the successful bidder shall sign, date, and return it to the Purchaser.

1.35.3 Within 21 days of signing of the contract the Performance security (as specified in the Purchase Order/ LoI/ Agreement) should be submitted by the supplier, which will be confirmed from the issuing bank.

1.35.4 All the Bank Guarantees/Performance Bank Guarantees/Extended BG/PBGs will be verified from the issuing bank before release of payment.

1.36. Order Acceptance/Acknowledgement

1.36.1 The successful bidder should submit Order acceptance **within 15 days** from the date of issue, **failing which it shall be presumed that the vendor is not interested and his online bid security** is liable to be **forfeited** pursuant to clause 15.9 of ITB.

1.36.2 The order confirmation must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited e-tenders irrespective of the value shall be invited from the responding firms after forfeiting the online bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.37. Performance Security:

1.37.1 **Within 21 days of receipt of the notification** of award of the Agreement/ Purchase Order/ contract, the Supplier shall furnish performance security in the amount specified in SCC, **valid till 60 days after the warranty period**. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. *The position for submission of Performance Security will be specified in the purchase order/ LoI/ Contract.* The BS should be kept valid till such time the PS is submitted, wherever applicable.

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

1.37.3 The Performance Security shall be **denominated in Indian Rupees** for the offers received for supplies within India and **denominated in the currency of the contract** in the case of offers received for supply from foreign countries.

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

1.37.5 The **Performance Security** (will be accepted subject to verification by the Institute) shall be in one of the following forms: -

(a) A Fixed Deposit Receipt pledged in favour of the Purchaser i.e. Director, CSIR-CIMAP
Or,
(b) A Bank guarantee (including e-bank guarantee) or stand-by Letter of Credit issued by a Commercial bank located in India or a foreign bank with its operating branch in India in the form provided in the online bidding documents.
Or
(c) Account Payee demand draft in favour of the Purchaser.
Or
(d) Insurance Surety Bonds
Or
(e) Online payment through NEFT/RTGS/e-PBG

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

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

1.37.8 The order confirmation should be received within 15 days from the date of notification of award. However, the purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation/ PS are not received, the contract shall be cancelled and limited e-tenders irrespective of the value would be invited from the responding firms after forfeiting the online bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

CHAPTER 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

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2.1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d) "Day" means calendar day.
(e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f) "GCC" means the General Conditions of Contract.
(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
(h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
(i) "SCC" means the Special Conditions of Contract.
(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose online bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
(m) "The final destination," where applicable, means the place named in the SCC.

2.2. Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
2.2.1 If mutually agreed by the Purchaser and the Supplier, the Contract can be amended, though not deviating from its fundamental features such as scope of supply, unit price, specifications etc..

2.3 Fraud and Corruption (same as contained under Para 1.3)- Please refer the Annexure-14 on code of integrity.

2.4 Joint Venture, Consortium or Association etc. (also known as collaborations)

If the supplier is a joint venture, consortium or association etc. (also known as collaborations), all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association etc. The composition or the constitution of the joint venture, consortium or association etc. (also known as collaborations) shall not be altered without the prior consent of the Purchaser. Such collaboration should be existing before the floating of the NIT, after NIT such collaborations will not be considered.

2.5. Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified in the **Schedule of Requirements.**

2.6. Suppliers' Responsibilities

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.7 Contract price

2.7.1 **Prices charged** by the Supplier for the Goods supplied and the Related Services performed under the Contract shall **not vary from the prices quoted** by the Supplier in its online bid.

2.8 Copy Right

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

2.9. Application

2.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10. Standards

2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.
Equivalent Indian Standards approved by BIS may also be considered.

2.11. Use of Contract Documents and Information

2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
2.11.4 In case of any RTI query sought from the Purchaser on the NIT, bid of the Supplier (both techno-commercial and price) or any other related documents, the same may be shared as RTI reply and the Supplier will not have any objection to such RTI replies.

2.12. Patent Indemnity

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in India;
(b) the sale in any country of the products produced by the Goods.

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.13 Performance Security: (same as contained under Paras 1.35 &1.37)

2.14. Inspections and Tests

2.14.1 The Supplier shall at its **own expense** and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.

2.14.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at **no extra cost to the Purchaser**. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

2.14.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

2.14.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission of consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

2.14.5 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

2.14.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

2.14.7 The Supplier shall provide the Purchaser with a report of the results of any such test and /or inspection.

2.14.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.15. Packing

2.15.1 The Supplier shall provide such packing of the Goods (export worthy) as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

2.16. Delivery and Documents

2.16.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

2.16.3 The mode of transportation shall be as specified in SCC.

2.17. Insurance

2.17.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser. The Supplier will ensure that he will be handing over the damage-free equipment/item with export worthy packing to the freight forwarder of the Purchaser through an inspection note or any other agreed manner.

2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay**.**

2.18. Transportation

2.18.1 Where the Supplier is required under the Contract to deliver the Goods **FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.**

Where the Supplier is required under the Contract to deliver the Goods **FCA**, **transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.**

2.18.2 Where the Supplier is required under the Contract to deliver the Goods **CIF or CIP**, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.19. Incidental Services

2.19.1 The supplier may be required to provide any or all of the services, if any, specified in SCC.

2.20. Spare Parts

2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty/Comprehensive Maintenance obligations under the Contract; and
(b) In the event of termination of production of the spare parts:
(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
(c) The Supplier shall provide the list of consumable or non-consumable spare parts/accessories/optional items clearly indication whether or not covered under free warranty.

2.21. Warranty and AMC/CMC

2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

2.21.3 Unless otherwise specified in the Specifications/SCC/GOI/Contract, the warranty shall remain valid for **twelve (12) months** after the Goods or any portion thereof as the case may be, have been accepted at the final destination indicated in the SCC. Chapter-4 of the NIT may be noted for further clarification.

2.21.3 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

2.21.4 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

2.21.5 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

2.21.6 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.
2.21.7 Bidders may note that the, additional cost of warranty, (as the case may be, if sought in the NIT) applicable after the completion of the standard warranty, should be quoted separately with annual price breakup, as it will be included in the final price evaluation. In the final award letter/ purchase order/ agreement/ GoI the Extended warranty, if any, cost will be mentioned and freeze, but will be applicable and payable only after successfully completion of warranty period on the terms and conditions stated in the LOI/Purchase Order/Contract.

2.21.8 After completion of warranty period, if Purchaser wishes, he can enter into (AMC/CMC) the Annual/comprehensive Maintenance Contract.

2.21.9 Bidders are also required to provide the AMC/CMC (as the case may be, if sought in the NIT) cost in their Price Online bid on annual basis for a period specified in the NIT. This charge will be included in the final price evaluation. In the final award letter/ purchase order/ agreement/ LoI the AMC/ CMC, if any, cost will be mentioned and freeze, but will be applicable and payable only after successfully completion of warranty period/extended warranty period and on the terms and conditions stated.

2.21.10 Concessional Taxes/duties as permitted by Government of India, are applicable for purchase of any equipment for R&D purpose service charges are not concessional and the GST Charges is as per the applicable HSN code. However, the supplier has to

bifurcate the comprehensive annual maintenance (CAMC) in percentages of the spare parts/goods and the services clearly for arriving at the tax applicability. If CAMC charges is not bifurcated the full tax rate of services will be applicable of the CAMC charges for evaluation.

2.21.11 In case the NIT is for more than one unit/set in that case each unit/set will come under warranty period after the successful installation and commissioning. Any delay before installation and commissioning will not be covered in the warranty.

2.22. Terms of Payment

2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the Purchase order/GoI.

2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after ***fulfilling all the terms and conditions of the purchase order with requisite supporting documents***.

2.22.4 Payment shall be made in currency as indicated in the contract/ Purchase Order after completion of all the contractual obligations by the Supplier.

2.23. Change Orders and Contract Amendments.

2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) The method of shipping or packing;
(c) The place of delivery; and/or
(d) The Services to be provided by the Supplier.
(e) The delivery schedules.
(f) In case quantity is increased/decreased within 25% before the delivery period.

2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.24. Assignment

2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

2.25. Subcontracts

2.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the online bid. Such notification, in the original online bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

2.26. Extension of time

2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

2.26.2 If at any time during performance of the Contract, the Supplier/ authorized representative encounters conditions impeding timely delivery of the Goods and performance of Services, then he shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for performance with or without penalty. The discretion of the Director of CSIR-CIMAP will be binding. If the supplier’s request is accepted the same will be accordingly, communicated either by post or by e-mail, to which supplier will acknowledge.

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

2.27. Penalty clause

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable clause or as per the decision of the Competent Authority based upon the merit of the case.
2.27.2 Waiving off imposition of penalty with or without penalty is at the discretion of the Institute.

2.28. Termination for Default

2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
(b) If the Supplier fails to perform any other obligation(s) under the Contract.
(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:
a) The Performance Security may be forfeited;
b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
c) however, the supplier shall continue to perform the contract to the extent not terminated.

2.29. Force Majeure

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof **within 21 days of its occurrence**. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30. Termination for Insolvency

2.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.31. Termination for Convenience

2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

2.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
(a) To have any portion completed and delivered at the Contract terms and prices; and/or
(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed
Goods and for materials and parts previously procured by the Supplier.

2.32. Settlement of Disputes

2.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.32.2 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.

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

(a) Any difference/dispute arising out of the Agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi high Court, New Delhi.

(c) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
(d) In the event of any question/disputed/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 or appointment of Arbitrator to adjudicate the dispute.
(e) 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.
(f) 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."

2.32.4 **The venue of the arbitration shall be the place from where the purchase order or contract is issued or 2.23.3 (a), whichever is prevalent.**

2.32.5 Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b) The Purchaser shall pay the Supplier any monies due the Supplier.

2.33. Governing Language

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

2.34. Applicable Law

2.34.1 The Contract between the Supplier and the Purchaser shall be governed by the laws of India and/or UNCITRAL. Under this contract shall be taken by the parties only in Lucknow, India to competent jurisdiction

2.35. Notices

2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.36. Taxes and Duties

2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

2.36.3 After implementation of GSTIN, the bills submitted by the bidders should state their own as well as CSIR-CIMAP GST number and required HSN code in their online quotations, bills and references. While the bills are submitted there should a clear breakup of CGST, SGST and IGST. The bills will be raised in the name of "The Director, CSIR-Central Institute of Medicinal & Aromatic Plants, Lucknow".

2.36.4 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.36.5 Concessional/Amended Taxes/duties as permitted by Government of India, are applicable for purchase of any equipment for R&D purpose service charges are not concessional and the GST Charges is as per the applicable HSN code. However, the supplier has to bifurcate the comprehensive annual maintenance (CAMC) in percentages of the spare parts/goods and the services clearly for arriving at the tax applicability. If CAMC charges is not bifurcated the full tax rate of services will be applicable of the CAMC charges for evaluation.

2.37. Right to use Defective Goods

2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation**.**

2.38. Protection against Damage

2.38.1 The system shall not be prone to damage during power failures and trip outs.
The normal voltage and frequency conditions available at site as under:
a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)
b) Frequency 50 Hz.

2.39. Site preparation and installation

The Purchaser will be responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchasers site immediately after notification of award/contract.

2.40 Local Content/ Make in India

(i) Make in India procurement Preference (Ministry of Commerce and Industry, GoI, letter no. P-45021/2/2017 PP(BEII) dated 04.06.2020) *"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. The supplier has to declare the percent of local content in his product or services as per NIT requirement. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined under this order. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50% as defined under this order. 'Non- local suppler' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than 20% as defined under this order. Eligibility of 'Class-I local supplier'/ 'Class-II local suppler'/ 'Non-local suppliers' for different types of procurement (a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier, as defined under the order, shall be eligible to bid irrespective of purchase value. (b) In procurement of all goods, services or works, not covered by sub-Para In global tender enquires, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers. (c) For the purpose of this order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts. *False declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Finance 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. *A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below. Local Content Certificate, name of nodal ministry and copy of annexures for the quoted item may be submitted with the Bid. The purchaser intends to give purchase preference to local suppliers* in the cost Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where

the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from Make in India procurement preference. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of the order. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises (MSME).

(ii) This tender invites the participation from the MSE (Micro Small Enterprises), Make in India Firms and Start Up firms. They will be governed under the relevant provisions of Govt. of India guidelines. However, they have to fulfill the technical parameters. They are exempted from the EMD, but are required to submit Ernest Money declaration (EMD), if any; past experience and turn over criteria.
(iii)In order to avail the relaxation in the above categories the firms are required to submit the necessary documents supporting their claim, if any under the prevalent guidelines issued by the government of India/Competent Authority.

Discretion of Director, CSIR-CIMAP
The Director, CSIR-CIMAP, reserves the right to accept/ reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

B. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall act as a general guideline and shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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Special conditions of contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 2.1(l) The Purchaser is: **THE DIRECTOR, CSIR-CENTRAL INSTITUTE OF MEDICINAL & AROMATIC PLANTS, LUCKNOW-226015 (UP) INDIA.**

GCC 2.1 (m) The Final Destination is: CISR-CIMAP Lucknow ***(unless otherwise mentioned in the Purchase Order/Contract)***

GCC 2.13.1 The amount of the Performance Security shall be*: **3% (three percent) OF THE CONTRACT/ ORDER VALUE VALID BEYOND TWO MONTHS OF THE WARRANTY PERIOD.***

GCC 2.14.1 The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows:

PRE-DESPATCH INSPECTION if required: After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier/ purchaser representative as specified in purchase order, prior to shipment to check whether the goods are in conformity with the technical specifications.
Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents.
The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

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

In the event of the ordered item failing to pass the acceptance test, **a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test**, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed goods and equipment's shall also be the responsibility and at the cost of the Supplier.

Manuals together with drawings: Before the goods and equipment's are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment's built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract. **Unless and otherwise agreed,** the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.

On **successful completion of acceptability test,** receipt of deliverables, etc. and after the **Successful Commissioning:** Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

GCC 2.15.2 The marking and documentation within and outside the packages shall be:

a. Each package should have a packing list within it detailing the part No(s)., description, quantity etc.
b. Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
c. Each package should be marked as 1/x, 2/x, 3/x……x/x, where "x" is the total No. of packages contained in the consignment.
d. All the sides and top of each package should carry an appropriate indication/label/sticker indicating the precautions to be taken while handling/storage.

GCC 2.16.1 Details of Shipping and other Documents to be furnished by the Supplier are
(i) For Goods manufactured within India:
Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.
(a)Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;
(b)Packing list;
(c)Certificate of country of origin;
(d)Insurance certificate, if required under the contract;
(e)Railway receipt/Consignment note;
(f)Manufacturer's guarantee certificate and in-house inspection certificate;
(g) Inspection certificate issued by purchaser's inspector, if any and
(h) Any other document(s) as and when required in terms of the Purchase Order/ Contract.

Note: 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)

2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses/ any delay/ any penalty.

(ii)For Goods manufactured abroad: Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/ scan copies all requisite documents through e-mail under intimation over phone/ e-mail to the purchaser, Bankers, insurance provider and Purchaser's freight forwarder & clearing agent. It will be governed under the clause 2.22.1(Commercial Terms).
(i) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
(ii) Packing list;
(iii) Certificate of country of origin;
(iv) Manufacturer's guarantee and Inspection certificate;
a) Inspection certificate issued by the Purchaser's Inspector, if any;
b) Insurance Certificate, if required under the contract/ Purchase order;
c) Name of the Vessel/Carrier;
d) Bill of Lading/Airway Bill;
(v) Port of Loading;
a) Date of Shipment;
b) Port of Discharge & expected date of arrival of goods and
c) Any other document(s) as and when required in terms of the contract/Purchase Order.

Note: 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract/ Purchase Order. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)

2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses/ demurrage/ additional expenses.

GCC 2.16.3 In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road. In case of supplies from abroad, the mode of transportation shall be by Air/ocean. (Confirm only *one in online bid/ online quotation which is applicable).*

GCC 2.17.1 The **Insurance s**hall be for an amount equal to 110% of the CIF or CIP value of the contract from within **"Source warehouse to warehouse (final destination)"** on "all risk basis" including strikes, riots and civil commotion. Insurance cost from **"Source warehouse to CIMAP- Stores will be taken account at the time of evaluations.**
GCC 2.19.1 The incidental services (transportation, insurance, installation, training and initial maintenance and other such obligations if any) to be provided are as under:
1.
2.
3……
The cost shall be included in the contract

GCC 2.21.3 The period of validity of the Warranty shall be: MINIMUM STANDARD ON SITE COMPRESHENSIVE WARRANTY OF ONE YEAR FROM THE DATE OF INSTALLATION/COMISSIONING/ FINAL ACCEPTANCE BY THE USER. INCASE OF LONGER STANDARD WARRENTY/EXTENDED WARRANTY, IT WILL BE APPLICABLE (IF MENTIONED CATEGORICALLY IN THE E-TENDER DOCUMENTS)

2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Commercial terms

Payment for Goods supplied from abroad: LETTER OF CREDIT OR OTHERWISE STATED IN THE PURCHASE ORDER
Payment of foreign currency portion shall be made in *currency stated in the Contract/Purchase Order* in the following manner:

(a)On Shipment and confirmation of the receipt of consignment in good condition: EIGHTY PERCENT (80%) of the Contract Price of the Goods shipped shall be paid through irrevocable usance letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16and receipt of the consignments in good condition at CSIR-CIMAP stores.

(b)On Acceptance: TWENTY PERCENT (20%) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning and upon submission of claim supported by the acceptance certificate and fulfilling the terms and conditions of the purchase order/agreement/LoI with supporting documents issued by the Purchaser after the verification of Performance security of 3% Contract/Purchase order value (if mentioned in contract/Purchase order).

The L/C will be confirmed at the supplier's cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. Any discrepancy charges by the banker will be payable by the beneficiary. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.

Payment for Goods and Services supplied from India:

Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:
100 % against installation, commissioning, final acceptance of user and fulfilling the terms and conditions of the purchase order with supporting documents issued by the Purchaser subject to submission of performance security of 3% Contract/Purchase order value (if mentioned in contract/Purchase order).

GCC 2.27.1 The penalty shall be: 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. However, if genuine grounds of delay beyond the control of the suppliers are requested, it is on the discretion of the Director to either accept it or reject it.
GCC 2.27.2 The maximum amount of liquidated damages shall be: 10% of the order value for late delivery and delay in installation and commissioning.

The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services of the contract/Purchase Order value.

GCC 2.34.1 The place of jurisdiction/arbitration is LUCKNOW.

GCC 2.35.1 For notices, the **Purchaser's address is-**
Kind Attention: **STORES AND PURCHASE OFFICER**
Address for correspondence: The DIRECTOR, **CENTRAL INSTITUTE OF MEDICINAL & AROMATIC PLANTS, PO-CIMAP, KUKRAIL PICNIC SPOT ROAD, LUCKNOW-226015 (UP) INDIA.**
Telephone: **0522-2718-613/614/615**
Electronic mail address: *direcotor@cimap.res.in, cosp@cimap.res.in spo@cimap.res.in ajeetverma@cimap.res.in*

CHAPTER-3

Contract form
(Applicable only to the successful bidder)

Contract No. _____ Date: _____
THIS CONTRACT AGREEMENT is made
the *[insert: number]* day of *[insert: month], [insert: year]*.
BETWEEN
(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India
represented by _____*[insert complete name and address of Purchaser* (hereinafter called "the Purchaser"), and
(2) *[insert name of Supplier]*, a corporation incorporated under the laws
of*[insert: country of Supplier]* and having its principal place of
business at *[insert: address of Supplier]* (hereinafter called "the
Supplier").
WHEREAS the Purchaser invited online bids for certain Goods and ancillary services,
viz., *[insert brief description of Goods and Services]* and has accepted a Online bid by the
Supplier for the supply of those Goods and Services in the sum of *[insert Contract
Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called
"the Contract Price").
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as
are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the
Purchaser and the Supplier, and each shall be read and construed as an
integral part of the Contract:
(a) This Contract Agreement
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(b) Special Conditions of Contract
(c) General Conditions of Contract
(d) Technical Requirements (including Schedule of Requirements and
Technical Specifications)
(e) The Supplier's Online bid and original Price Schedules
(f) The Purchaser's Notification of Award
(g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event
of any discrepancy or inconsistency within the Contract documents, then
the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the
Supplier as hereinafter mentioned, the Supplier hereby covenants with the
Purchaser to provide the Goods and Services and to remedy defects therein
in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the
provision of the Goods and Services and the remedying of defects therein,
the Contract Price or such other sum as may become payable under the
provisions of the Contract at the times and in the manner prescribed by the
Contract.
IN WITNESS whereof the parties hereto have caused this Agreement to be
executed in accordance with the laws of Union of India on the day, month and
year indicated above.
For and on behalf of the Council of Scientific & Industrial Research
Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*
Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier
Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

II- Acceptance certificate form
(Applicable only to the successful bidder)

(To be filled: when the equipment is installed at Purchaser's site in the presence of supplier's representatives)

No. Dated:

M/s _____
_____
_____

Sub: Certificate of commissioning of equipment (Computer/Server, etc.)

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

The same has been installed and commissioned.

(a) Contract No. _____Date_____
(b) Description of the equipment_____
(c) Name of the consignee_____
(d) Scheduled date of delivery of the consignment to the Lab./Instts._____
(e) Actual date of receipt of consignment by the Lab./Instts._____
(f) Scheduled date for completion of installation/commissioning_____
(g) Actual date of completion of installation/commissioning_____
(h) Penalty for late delivery (at Lab./Instts. level)Rs._____
(i) Penalty for late installation (at Lab./Instts. level Rs._____
Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No. Description Amount to be recovered

1. The acceptance test has been done to our entire satisfaction.
The supplier has fulfilled his contractual obligations satisfactorily
or
The supplier has failed to fulfill his contractual obligations with regard to the following:
(a)……
(b) ……..….
(c)……
(d)……...

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

For Supplier
Signature…… For Purchaser
Name……. Signature
Designation…… Designation
Name of the firm…… Name of the Lab/ Instt
Date……. Date

III- PERFORMANCE SECURITY FORM

(Applicable only to the successful bidder)

To:_____(Name of Purchaser) WHEREAS_____(Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. _____ dated _____ 2007 to supply _____ (Description of Goods and Services) hereinafter called "the Order" AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the sum or sums within the limit of _____ (Amount Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____day of _____

Signature and Seal of Guarantors

Date
Address

All correspondence with reference to this guarantee shall be made at the following address:
_____
_____
_____
(Name & address of the lab)
Company Seal

Chapter-4 (Part-1: online techno-commercial bid & Part-II: Price online bid)

(PART-I)

(Online Techno-commercial bid letter- be given on the bidder/firm's letter head)

The Director
Central Institute of Medicinal &Aromatic Plants,
P.O. CIMAP, DISTT: LUCKNOW,
PIN - 226015, UP, INDIA

Sir,

Reference: Your Tender No._____ dated _____
Subject: Submission of Techno-commercial Online bid for_____.

Sir,

Having examined the online bidding documents and agreeing to the terms and conditions including GCC & SCC mentioned in it, we, the undersigned, hereby submit the **Techno-commercial Online bid (Part-1)** for supply of goods and services as per the schedule of requirements and in conformity with the said online bidding documents.

We hereby offer to supply the **technical and commercial details** related to the Goods/Services as sought by the purchaser in this NIT. We do hereby undertake that, in the event of acceptance of our online bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Online bid document and that we shall perform all the incidental services. We accept the evaluation criteria of the Techno-commercial (Part-I) bid as per NIT.

In case of any **technical clarification or/ and demonstration** sought by the purchaser to arrive at the clear position, we will provide the same without altering our price online bid and without any monetary/ documentary liability on CSIR-CIMAP. For clarification purpose, we shall be submitting the historical documents i.e., those documents which exists before the floating of this tender. On demand by CSIR-CIMAP, we shall furnish the original document/ certificate submitted with this online quotation for the purpose of verification we understand that its mis-match can lead into rejection of our online bid at any level of the concerned procurement process. We shall be submitting the quote of imported item(s), if any, in foreign currency in our Price bid.

We agree that our online bid validity is for a period of ***One Hundred Eighty (180) days*** from the date fixed for opening of the online bid documents and that we shall remain bound by a communication of acceptance within that time. If desired by CSIR-CIMAP we will be extending the duration of our bid validity accordingly without any change in the Price-bid.

We have carefully read and understood the terms and condition of the online bid document and we do hereby undertake to supply as per these terms and conditions. The Technical Deviation are only those mentioned in the statement of deviation from technical terms and conditions.

We enclose herewith the signed complete Techno-commercial Online bid along with the Techno-commercial Online bid Letter in the prescribed e-tender format along with the check list documents required at annexures-A (non-technical) & B (technical) as per this NIT requirement.

We do hereby undertake, that until a formal work order is prepared and executed, this online bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

1. bidder's Legal Name *[insert bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. bidder's Year of Registration: *[insert bidder's year of registration]*
5. bidder's Legal Address in Country of Registration: *[insert bidder's legal address in country of registration]*

All corrections/ deletions should invariably be duly attested by the person authorized to sign the online bid document).

Dated this day of_____ Signature of bidder

Details of enclosures

Full Address:
Telephone No.
Telegraphic Address:
E-mail:

COMPANY SEAL

Caution to the Bidders: The offer must comprise of the following documents in the serial of Annexures as stated below in the Check list (submit the information in the prescribed format on firm's letter head)-

Check List- (Techno-commercial Online bid/Part-I) A (Non-technical)

Please Note- (i)Information to be furnished on the firm's letter head and in requisite formats to be correct and updated. (ii) The bidder shall attach documentary evidences, catalogues, brochures, drawings etc. showing that it meets the NIT requirement(s):

S.N.	Document (as Annexure) (Additional Sheets may be attached, if required)	Enclosed with the online bid (Yes/ No)	If yes, Page No. in the bid document is-
1.	Bidder's information form (*Annexure-1*)		
2.	Manufacturer's authorization form (*Annexure-2*) Proof of Manufacturer's authorization Warranty Service Provider Agreement between the manufacturer and the Service Provider (if applicable)		
3.	Online Bid Securing Declaration (BSD Declaration) form (*Annexure-3*)		
4.	No Blacklisting Certificate (*Annexure-4*)		
5.	Acceptance of NIT terms & conditions/ Deviation form (Commercial) (Undertaking *Annexure- 5*)		
6.	Lowest rate Certificate (*Annexure- 6*)		
7.	Item Non-Hosting on GEM (*Annexure- 7*)		
8.	Undertaking Valid registration certificate in case the item(s) under procurement fall(s) under the restricted category of the current export-import policy of government of India (if applicable) (*Annexure-8*)		
9.	Copy of the Last Audited Balance Sheet of the company (*Annexure- 9*)		
10.	Income Tax Registration Certificate/GST Registration/ PAN No. and latest Income Tax Clearance Certificate (*Annexure-10)*		
11.	Local Content certificate (Format as *Annexure- 11*)		
12.	Land Boarder Certificate (Format *Annexure- 12*)		
13.	Undertaking for Agreeing for Compliance of the proper submission of prices in Price Bid Schedule with taxes/duties/levies (*Annexure-13*)		
14.	Code of Integrity (Format as *Annexure- 14*)		
15.	Apart from above, any other relevant document/ information. *Annexure- 15*		

Check List- (Techno-commercial Online bid/Part-I) B (Technical)

S.N.	Document	Enclosed with the online bid (Yes/ No)	If yes, Page No. in the bid document is-
1.	Performance, past experience, order copies & service support detail form-in past three years. Details of Performance, past experience, order copies & service support detail form-in past three years in other CSIR Labs/ Institutions/ Govt. org./ Govt. research Laboratory/ Govt. University/ Autonomous body/ PSU/ Govt. Academics with contact details & addresses *Annexure- 16*		
2.	Specifications, delivery schedule and allied technical details, Annexure- *17(a), (b) & (c)* & to be supported with adequate documents		
3.	Deviation form (technical), *Annexure - 18*		
4.	Qualification requirements. *Annexure- 19*		
	(a)Documentary evidence establishing that the bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted. Provide it at *Annexure- 19*		
	(b)Documents establishing goods eligibility and conformity to the online bidding documents. Provide it at *Annexure- 19*		
8.	Firms under MSE, make in India etc. willing for the relaxations in the NIT are required to submit their complete and updated documents issued by the Competent Authority. Any false declaration will lead into breach of procurement process/contract and deemed fit action will be taken by the Institute apart from being rejection of the bid. Provide it at *Annexure- 20*		
9.	Apart from above, any other relevant document/ information. Annexure- Provide it at *Annexure 21*		

Bidder's authorized Signatory with Company Seal
Name: _____
Designation: _____

Techno-commercial Online bid Forms

(To be carefully filled by the interested bidders and to be enclosed with the techno-commercial online bid)

Annexure–1

Bidder Information Form

(Refer para 5.1.2 (ix)(a) of the CSIR Manual)
(On the Letter Head of the Bidding firm)

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

The Director,
CSIR-CIMAP,
Lucknow-226015

Sir,

With reference to your Tender No._____ dated _____

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

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 and Registration in India: [insert Bidder's legal address and 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] Email Address: [insert Authorized Representative's email address]
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.

Bidder's authorized Signatory with Company Seal
Name: _____
Designation: _____

Annexure–2

MANUFACTURERS' AUTHORIZATION FORM

(Refer para 5.1.2 (ix)(b) of the CSIR Manual)
(On the Letter Head of the Authorizing firm)

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

The Director,
CSIR-CIMAP,
Lucknow-226015

Sir,

With reference to your Tender No._____ dated _____

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

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

To: [insert complete name and address of Purchaser]

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 of the General Conditions of Contract, with respect to the Goods offered by the above firm for this NIT No____ dated___ specifically. We have not authorized any other dealer to quote for this NIT.

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]

Annexure–3

Online Bid Securing Declaration (BSD Declaration) form

(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)
(On the Letter Head of the Bidding firm)
(***Non-submission of BSD/EMD Declaration will result in summarily rejection of the bid***)

Date: _____

Bid No. _____

The Director,
CSIR-CIMAP,
Lucknow-226015

Sir,

With reference to your Tender No._____ dated _____

I/We. The undersigned, declare that:

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

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

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).
Name: (insert complete name of person signing he Bid Securing Declaration)

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

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

Bidder's authorized Signatory with Company Seal
Name: _____
Designation: _____

(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-4

No Holiday listing/ debarred / Blacklisting Certificate

(On the Letter Head of the Bidding firm)

The Director,
CSIR-CIMAP,
Lucknow-226015

Sir,

With reference to your Tender No._____ dated _____

I/We hereby certify that our firm_____ has/have not been declared Holiday listing/ debarred / Blacklisting by CSIR-CIMAP or any other CSIR Labs or Institutes / Government or public sector or private organizations/ Enterprises/ Company/ Association / Institute/ Academy/ University etc,. In case it is found wrong/ incorrect/ false, then CSIR-CIMAP can also take deemed fit action against our firm and our bid may be rejected at any time.

Date & Signature of authorized person
For name of supplier / bidder
Company seal

Annexure-5

Deviation Statement form (Commercial)

(On the Letter Head of the Bidding firm)

The Director,
CSIR-CIMAP,
Lucknow-226015

Sir,

With reference to your Tender No._____ dated _____

I/We have gone through this NIT & all terms & conditions, which is/ are completely acceptable to me/us/ our firm or The following are the particulars commercial of deviations from the requirements of the NIT terms & conditions:

e-tender Clause/Terms & conditions	Deviation	Remarks (including justification)

Date: Bidder's authorized Signatory with Company Seal
Name: _____
Designation: _____

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "*No Deviations*".

Annexure- 6

Lowest Rates quote certificate

(On the Letter Head of the Bidding firm)

The Director,
CSIR-CIMAP,
Lucknow-226015

Sir,

With reference to your Tender No._____ dated _____

I/We hereby certify that the rate(s) / Price (s)/ charge (s) quoted by me for procurement of ……in response of the tender ref No……. is/ are the same and not higher than those quoted with other CSIR Labs/Inst, Government, public sector, or private organizations. In case it is found wrong/ incorrect/ false, then the excess amount may be recovered from firm's bill, if it is not possible the same will be paid by our firm. CSIR-CIMAP can also take deemed fit action against our firm.

Bidder's authorized Signatory with Company Seal
Name: _____
Designation: _____

Annexure-7

Declaration on non-availability / Non-Hosting of Item(s) on GeM

(On the Letter Head of the Bidding firm)

The Director,
CSIR-CIMAP,
Lucknow-226015

Ref: Tender No. …… Date _____

Sir,

With reference to your Tender No._____ dated _____

I/we here by checked and declare that the Item(s)…… quoted by M/s…….. (bidder name) for the procurement vide the tender ref No……. is/ are not uploaded on GeM Portal of Govt. of India by Original Manufacturer/ Distributor/Dealer/Stockiest or any other supplier.

This is also confirmed that if the item will be uploaded/ sold on GeM, will be intimated to CSIR-CIMAP in advance. In case it is found wrong/ incorrect/ false, CSIR-CIMAP can also take deemed fit action against our firm.

Bidder's authorized Signatory
Name: _____
Designation: _____

Annexure-8

Undertaking for restricted / non restricted category
(On the Letter Head of the Bidding firm)

The Director,
CSIR-CIMAP,
Lucknow-226015

Ref: Tender No. …… Date _____

Sir,

With reference to your Tender No._____ dated _____

This is to certify that I/we here by Undertake and declare that the Item(s)…… quoted by M/s…….. (bidder name) for the procurement vide the tender ref No……. is/ are not under restricted category for sell /import / export under the any rules and regulation of National trade / International trade / restricted category of the current export-import policy of government of India.
or
It is under restricted category and undertake & declare that taken valid registration certificate (Copy enclosed) in case the item(s) under procurement fall(s) under the restricted category of the current export-import policy of government of India (if applicable)

In case it is found wrong/ incorrect/ false, CSIR-CIMAP/ Govt. Authority can also take deemed fit action against our firm.

Bidder's authorized Signatory
Name: _____
Designation: _____

Annexure-9

(On the Letter Head of the Bidding firm)

The Director,
CSIR-CIMAP,
Lucknow-226015

Sir,

With reference to your Tender No._____ dated _____
We hereby attach the attested copy of the last three financial years' Audited Balance Sheets of our firm i.e. M/s_____, which is participating in this NIT.

Bidder's authorized Signatory
Name: _____
Designation: _____

Annexure-10

(On the Letter Head of the Bidding firm)

The Director,
CSIR-CIMAP,
Lucknow-226015

Sir,

With reference to your Tender No._____ dated _____
We hereby attach attested documents of firm's GST/Income Tax Registration Certificate/PAN Card and last three financial years' Income tax clearance certificates.

Bidder's authorized Signatory
Name: _____
Designation: _____

Annexure-11

Local Content Certificate

(In case if the turnover is more than Rs. 10 crores then it should be signed by Charted Accountant/Company Secretary)

(On the Letter Head of the Bidding firm)

No:

The Director,
CSIR-CIMAP,
Lucknow-226015

Date:

Sub:- Local Content Certificate

Ref:- (i) Order. P-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India.
(ii) CSIR-CIMAP NIT Ref No…… Date……
(iii) Bid Ref No. (E-tender ID) ……..... Date...……

Sir,

With reference to your Tender No._____ dated _____

This is to certify that the bidder M/s……..as supplier is declaring here by the percent of local content in our quoted item as per CSIR-CIMAP NIT requirement as under:-

'Local content' means the amount of value added in India which shall be as, It has been prescribed by the Nodal Ministry/ has not been prescribed by the Nodal Ministry' for our quoted item, be the total value of the items has to be procured as per this NIT (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.

I/ we M/s……..as 'Class-I local supplier/ Class-II local supplier/ Non- local suppler' hereby declare that our offered quoted items i.e., …… (Name of item(s)) as per referred CSIR-CIMAP NIT No…….date…….. having local content ('*', '**' & '***' strike off which is not applicable)-

(i) *'equal to or more than 50% (or percent as prescribed by respective nodal ministry for Class-I local supplier)/
(ii) **more than 20% but less than 50% (or percent as prescribed by respective nodal ministry for Class-II local supplier)/
(iii) less than 20% (or percent as prescribed by respective nodal ministry for Non- local supplier)' *** of the total value of the items to be procured as per aforesaid NIT & prescribed in Order. P-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India.

Following are the details of the location(s) at which the local value addition is made-
1…….
2…….

I hereby undertake that the content of the certificate is true in all respect.

Bidder's authorized Signatory and Seal
Name: _____
Designation: _____

Annexure-12

Land Border Declaration Undertaking

(To be furnished on the Bidding Firm's Letter Head)

Ref No. Dated:

The Director,
CSIR-CIMAP,
Lucknow-226015

Sub:- Land Border certificate

Ref: (i) Ministry of Finance, department of Expenditure, Public Procurement Division OM F.No.6/18/2019-PPD dated 23rde July 2020
(ii) CSIR-CIMAP NIT Ref. No……..Date……

Sir,

With reference to your Tender No._____ dated _____
Procurement of ……

Certificate for the Land Border Declaration

"I have read the clause regarding restrictions on procurement from the bidder of a country which shares a land border with India.

*I certify that this Bidder is not from Land border country as stipulated in the aforesaid OM of Ministry of Finance a country, department of Expenditure, Public Procurement Division OM F.No.6/18/2019-PPD dated 23rde July 2020.

OR

**I hereby certify that this bidder is from land border country stipulated in the aforesaid OM of Ministry of Finance a country, department of Expenditure, Public Procurement Division OM F.No.6/18/2019-PPD dated 23rde July 2020 and fulfils all requirements in this regard and is eligible to be considered for this procurement The valid registration certificate issued by the Competent Authority is attached.

I hereby undertake that the content of the certificate is true in all respect.

Bidder's authorized Signatory
Name: _____
Designation: _____

(Seal)
*/**strike off which is not applicable.

Annexure–13

Undertaking for complying the proper submission of the Price Bid entries

(To be furnished on the Bidding Firm's Letter Head)

Ref No. Dated:

The Director,
CSIR-CIMAP,
Lucknow-226015

Sir,

With reference to your Tender No._____ dated _____
We, hereby, undertake that we have complied the Price entries as per the NIT requirement in given Price Bid Schedule.

Bidder's authorized Signatory
Name: _____
Designation: _____

Annexure–14

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

(Refer para 3.2.1 & 5.1.2 (ix)(m), 5.1.4 (02) (i) of the CSIR Manual)

(On the Letter Head of the Bidding firm)

Ref. No: _____ To, Date _____

The Director,

CSIR-CIMAP,

Lucknow-226015

Sir,

With reference to your Tender No._____dated_____I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3 of ITB of your Tender document, Refer para 3.2.1 & 5.1.2 (ix)(m),5.1.4 (02) (i) Conflictof Interest among Bidders/Agents of the CSIR Manual of procurement of goods 2019 & subsequent amendments and have no conflict of interest.

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

a

b

c

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

Thanking you,

Bidder's authorized Signatory and Seal

Name:_____

Designation: _____

Annexure-15

Bidder can use addition sheet to submit any other updated relevant document/information, if any

Annexure- 16

Performance, past experience, order copies & service support detail form-In Past Three Years

Name of the Firm…….

Order placed by (Address /e-mail of the Purchaser)	**Order No. and date**	**Description And quantity of the ordered equipment**	**Value of the order**	**Date of completion of the delivery as per contract**	**Date of actual completion of delivery**	**Remarks of late delivery if any**	**Has the equipment been installed satisfactory? (Documentary evidence)**	**Details of the Contact person (phone fax, email etc)**

Please provide documents in support of the above entries.

Signature and Seal of the manufacturer/ bidder…….
Place:
Date:

Annexure- 17

NIT Specifications and allied Technical Details Form

Brief information of CIMAP/PUR-15(03)/2026– **Fluid bed Processor** are as follows: -

Technical Specifications

1. Machine: Fluid Bed Processor (Good Manufacturing Practices (cGMP) compliant).

2. Capacity: Gross bowl volume: 2 L, working volume (1-2 L), working capacity (0.2-1 Kg).

3. Function: For coating (bottom spray) and granulation (top spray).

4. Materials of construction: contact parts stainless steel (SS) 316 and non-contact parts SS 304. The product-contact parts surface finish should be mirror-polished, and the non-contact parts surface finish should be matt, polished.

5. Inlet air plenum-air handling unit
   - Inbuilt inlet air handling unit should consist of double-skinned and glass wool insulation.
   - Inlet air transition cone and 10-20-micron pre-air coarse filter should be provided.
   - Heating coil section: 2-4 K.W. electric heaters.
   - Pre-HEPA filter 5 microns and 0.3 microns HEPA filter with 99.9% efficiency should be provided.

6. Process equipment
   - The lower section should be made of SS 304, which connects the side of the chamber to the inlet air plenum. The lowest part of the inlet air section should be equipped with water drain port for ease of cleaning.
   - The product container should be pneumatically sealed with the expansion chamber.
   - The expansion chamber should be made of SS 316 with a sight window at the front.
   - Eyeglass window, explosion vent, exhaust pipe and light-fixing arrangement should be included.
   - All contact part gaskets should be of silicone quality, and the machine should be supplied with an emergency stop button.
   - Filter bag shaking and sealing arrangement should be provided.
   - Differential pressure gauges should be provided for HEPA, product bag and filter bag.

7. Product container
   - Product container should be made of SS 316, sealed pneumatically, and an observation window should be included.
   - Silicone gaskets should be provided.
   - The container should be conical in shape and mirror polished surface inside.
   - Product sieve and sampling pot should be included.
   - Temperature sensing: Atmospheric and dehumidifier temperature display, product temperature probe, inlet air sensor probe (set point controls), product bed and exhaust air (display & high set value shutoff) should be included.
   - Sampling port should facilitate withdrawal of any number of samples for in-process quality control tests, without interrupting the fluidization process.
   - Bottom chamber should be made of SS 316 as seal for the product container, connection for inlet air and drain connection with a ball valve.

8. Solution spraying device
   - Air atomizing top and bottom spray nozzles should be made of SS 316 with orifice size (0.8, or 1.0 or 1.2 mm).

- Peristaltic pump should be provided with forward and backward flow (flow rate: 1 to 100 ml/minute), 0.25-0.5 hp or better, pump speed: 1-100 rpm.
- A separate solution tank should be provided with stirring option: SS 316, capacity: 1-3 L.

9. Filter bag chamber
   - The filter bag housing should be made of SS 316. The filter bag should be fitted within the chamber with pneumatic cylinder for shaking.
   - The filter bag should be made of P.P. cloth-20 micron or better, 4 bags.
   - The filter bag retains particles above 10-20 microns and larger; the filter should be suspended on a stainless-steel ring. The filter bag should be easily removable for cleaning.
   - Finger bag shaking should be allowed by a pneumatic cylinder.

10. Compressor should be provided: screw type 40-50 cfm, 5-7 bar pressure, 250 L or more tank capacity, with an inbuilt dryer should be provided.

11. Exhaust air assembly
    - Internally mounted centrifugal type fan with aluminium impeller duly painted, housed in SS 304/316 casing should be provided. Impeller should be statically & dynamically balanced.
    - Blower motor capacity: 1-2 HP, airflow: 150 cfm or better, drying temperature: 20°C to 100°C and compressed air consumption @ 6 bar pressure: 30 m^3/h.
    - The fan should be directly coupled to a 3-phase motor with a squirrel cage rotor.
    - Blower air should be controlled by Variable Frequency Drive (VFD); dust collector and outlet filter assembly should be provided.

12. Low air pressure alarm should be provided for safety. All necessary safety provisions should be provided.

13. Operating and control Panel: Programmable Logic Controller (PLC) controls with Human-Machine Interface (HMI) touch screen should be provided.

14. Warranty: 1 Year

(B) Delivery Schedule (IO/PL to fill it carefully)

Schedule	Period	Reference
	Purchaser's requirement	
Expected delivery period, Expected installation & commissioning period, & Expected Period of Demonstration, observation and training	**6-8 weeks**	From the date of issue of the Purchase Order
		From the date of delivery in the respectivesites of CSIR-CIMAP
		From the date of Installation &commissioning in the respective sites of CSIR-CIMAP

C. Allied Technical Details-

S.N.	Allied technical details	bidder's response
1.	Product catalogues/ user manual/ other informative material/ sketches/ drawings etc.	Enclosed (Yes/ No) (Ensure that it should be up to date and page numbered)
2.	Country of origin	
3.	Place of dispatch of consignment	
4.	Banker's details	
5.	Free Warranty/Guarantee for a period of **one year**	
7.	Installation, commissioning & training,	
8.	Details of service provider for after sales/complaints etc.	
9.	Details of accessories (if any)	
10.	List of non-consumables (if any)	
11.	List of consumables (if any)	
12.	Any other relevant detail	

Annexure- 18

DEVIATION STATEMENT FORM (Techno-commercial/Part-1 Bid)

1) The following are the particulars of deviations from the requirements of the e-tender specifications:

e-tender Clause/specifications	Deviation	Remarks (including justification)

Place:

Date:

Signature and seal of the
Manufacturer/ bidder

NOTE:

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

Annexure- 19

Qualification requirements
(Pre-Qualification/Eligibility Criteria)

(a) Techno-commercial Capability: The bidder shall attach **documentary evidences** that it meets the following financial requirement(s):

i. Details of Local service centers (Nearest place to the Purchaser)

(b) Experience and Technical Capacity: The bidder shall attach the documentary **evidences** to demonstrate that it meets the following experience requirement(s):

i. Client list with contact detail, responsive phone No., e-mail & address for the same/similar products
ii. Product rage of similar Scientific Equipment/ Plant for research and development process.
iii. Copies of relevant work orders
iv. Details of supplies, if any, of identical or similar equipment made to other CSIR labs/ Institutions for the preceding three years together with price eventually or finally paid.

(c) **Usage Requirement:** (By the Purchaser)- The bidder shall attach documentary evidence to demonstrate that the GOODS it offers, meets the usage requirement.

(d)The bidder should be an Indian manufacturer/authorized representative of OEM original equipment manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification" as per NIT requirement. The MAF must be enclosed with the technical online bid. Such equipment's must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Online bid Opening.

Signature and Seal of the manufacturer/ bidder…….
Place:
Date:

Annexure- 20

If applicable, the bidder under MSE, make in India etc. willing for the relaxations in the NIT is required to submit its complete and updated documents issued by the Competent Authority.

Please Note that any false declaration will lead in to breach of procurement process/contract and deemed fit action will be taken by the Institute apart from being rejection of the bid.

Annexure-21

Apart from above, any other relevant document/ information.

PART-II

Financial Online bid Forms

(On the Letter Head of the firm submitting the Online bid Document) (to be submitted in a separate envelope mentioning the details on it)

List of standard forms-

(1) Financial Online bid Letter

(2) Price Schedule-
(i) For abroad items
(ii) For indigenous items

(3) Statement for deviations from financial terms and conditions.

1. Financial Online bid Letter

The Director
Central Institute of Medicinal and Aromatic Plants
P.O. CIMAP, DISTT: Lucknow
PIN - 226016, Uttar Pradesh, INDIA

e-tender Reference No:
File reference No:

Subject: Price Online bid for_____.

Sir,

Having examined the online bidding documents and having submitted the technical online bid for the same, we, the undersigned, hereby submit the Financial Online bid for supply of goods and services as per the schedule of requirements and in conformity with the said online bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Financial Online bid. We shall be submitting the quote of imported item(s), if any, in foreign currency in our Price bid. We also accept the Price Bid, Part- II evaluation criteria in this NIT.

We do hereby undertake that, in the event of acceptance of our online bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Online bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including installation and commissioning charges in the CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS, P.O-CIMAP, Near Kukrail Picnic Spot Lucknow-226015
We enclose herewith the complete Financial Online bid in the prescribed e-tender format as per your requirement in accordance with provisions contained under Para 1.11. This includes:

(1) Financial on-line bid letter
(2) Price Schedule- (*Enclose whichever is applicable*)
(i) Price Schedule for Goods being offered from ABROAD
(ii) Price Schedule for Goods being offered within INDIA
(3) Statement for deviations from financial terms and conditions.

We agree to abide by our offer for a period of ***One Hundred Eighty (180)*** days from the date fixed for opening of the online bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and condition of the online bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviation are only those mentioned in the statement of deviation from financial terms and conditions.

We do hereby undertake, that until a formal work order is prepared and executed, this online bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

1. bidder's Legal Name *[insert bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. bidder's Year of Registration: *[insert bidder's year of registration]*
5. bidder's Legal Address in Country of Registration: *[insert bidder's legal address in country of registration]*

All corrections/deletions should invariably be duly attested by the person authorized to sign the online bid document).

Dated this day of_____ Signature of bidder

Details of enclosures

Full Address:
Telephone No.
Telegraphic Address:
E-mail:

COMPANY SEAL

]

2.Price Schedule Form

PRICE SCHEDULE FOR GOODS BEING OFFERED WITHIN INDIA

Sl. No.	Description/ PartNo./Make Mode*	Quantity	Unit Price (in INR)	Total Amount (in INR)
1.				
2.				
3…….				
Ex-Works Price-				
Packing & forwarding				
Transportation				
Insurance up to Destination /handover (in case of fabrication)				
Installation & Commissioning charges				
Training charges				
GST/IGST (their rate(s)as the case may be, clearly specified)				
FOR (CIMAP Stores)				

*(On the basis of the technical specifications submitted) ** strike off, if not applicable.

Total Online bid price _____
In words_____
Note:
Cost spare parts may be indicated separately

Signature of bidder
Name _____
Business
Address_____

(iii) STATEMENT OF FINANCIAL DEVIATIONS

Following are the financial deviations and variation(s) from the exceptions to the specifications and documents for the online bid document. These deviation(s) and variation(s) are exhaustive.
Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

Sl No.	Section No.	Clause No.	Statement of Deviations / Variations

S. No. Section No. Clause No. Statement of deviation(s) and variation(s)

Signature of the bidder
Name:
Place:
Date:
Address:
Company Seal