Dear Sir,

Sub: Req. Procurement of Spares for FTIR Instruments.

We are interested in e-Procurement of the articles mentioned below as per the terms and conditions attached. Please submit your quotation on www.etenders.gov.in as per the due date and time mentioned above.

<table>
<thead>
<tr>
<th>SI NO</th>
<th>Description of Item</th>
<th>Unit</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Spectrum Two Mainboard Replacement Kit Material NO: L1600125 HSN: 85371000</td>
<td>No(s)</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Switch LED Cable ASSY Material NO: L1600807 HSN: 85444290</td>
<td>No(s)</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Spectrum 2KBr Windows Kit Material NO: L1600241 HSN: 90279090</td>
<td>No(s)</td>
<td>1</td>
</tr>
</tbody>
</table>
1. GENERAL:

a. Online bid is invited on behalf of The Director, CSIR-Central Leather Research Institute, Chennai from Original equipment manufacturers (OEM), authorized dealers or distributors of OEM, supplier. The offer/quotation must be strictly as per required specifications and the tender terms & conditions.

b. Bidder’s from a country which shares a land border with India will not be eligible to participate in this tender, unless the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT) under Order (Public procurement No. 1) issued by Ministry of Finance, Department of Expenditure in line with OM No. F.No.6/18/2019-PPD dt 23rd July, 2020 inserting Rule 144 (xi) in GFR 2017.

   i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

   ii) “Bidder” (including the term ‘tenderer’, ‘consultant’, or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

   iii) “Bidder from a country which shares a land border with India” for the purpose of the Order means:-

   a. An entity incorporated, established or registered in such a country; or
   b. A subsidiary of an entity incorporated, established or registered in such a country; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d. An entity whose beneficial owner is situated in such a country; or
   e. An Indian (or other) agent of such an entity; or
   f. A natural person who is a citizen of such a country; or
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
iv) The beneficial owner for the purpose of (iii) above will be as under:

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

   a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

   b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v) An agent is a person employed to do any act for another, or to represent another in dealings with third person.

vi) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

c. Bidders not having a land border with India are to submit Annexure – V. Firms which do not submit Annexure – V will be considered as non-responsive and could be summarily rejected.
d. **Bidders having a land border with India are to submit Annexure – VI. Firms which do not submit Annexure – VI will be considered as non-responsive and could be summarily rejected.**

e. **Bidders are proactively encouraged to obtain GEM seller ID and quote the same in the tender.**

2. **SUBMISSION OF OFFERS:**

a. Online quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer.

b. All the documents of the bids should be addressed to The Director, CSIR-Central Leather Research Institute, Chennai and uploaded against the relevant tender id through url [http://etenders.gov.in](http://etenders.gov.in)

c. The offer/quotation should be uploaded in one/two/three/four covers as requested in the Tender Notice.

3. **DUE & OPENING DATES:**

The Offer / Quotations must be uploaded and bids must freeze on or before the dates and time mentioned in the Critical Date and Time section of the NIT. The first cover shall be decrypted as per the Date and Time mentioned in the same section. Bidders can see the decryption status online through their login. In case opening date happens to be a holiday, the tender will be opened on next working day at the same time.

The price bids of two bid tender system shall be opened after technical evaluation of technical bids. The date of opening of price bids shall be informed to the bidders found suitable in technical evaluation. In case of single bid system, the techno-Commercial bid would be decrypted as per date and time mentioned.

4. **EMD:**

A bid securing declaration may be submitted on your letter head as per Annexure -IV.

**A bid without the Bid Securing declaration would not be taken up for further evaluation.**

Manufacturers/Enterprises having MSE Certificate issued by NSIC or Udyog Adhar are exempted from the EMD clause subject to the submission of the certificate with the Bid/Technical Bid.

5. **This lab/Institute Is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional GST & IGST are applicable vide Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017.**

6. **The Delivery of the item is to be made to CSIR-CLRI stores section.**
EVALUATION AND COMPARISON OF BIDS

The Purchaser shall evaluate each bid technically and if found suitable the Purchaser shall only use the factors, methodologies and criteria defined below to arrive at the lowest responsive bid.

The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

i. The price of the goods quoted ex-works including all taxes already paid.

ii. GST which will be payable on the goods if the contract is awarded. We are eligible for concessional GST @ 5% vide Notification No. 47/2017 & 45/2017 dt 14.11.2017 from the Ministry of Finance

iii. Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.

iv. The installation, commissioning and training charges.

7. PAYMENT TERMS:

100 percent payment will be released on delivery and acceptance.

8. LIQUIDATED DAMAGES CLAUSE FOR DELAYS:

The Applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.

9. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

10. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.

11. Delivery Period:

Delivery Period required for supplying the material should be invariably specified in the Techno-commercial quotation in case of single bid or in the Technical Bid in case of Two-part bidding. The offered delivery period shall have to be strictly adhered to in case an order is placed.

12. Price Validity:

Price quoted should be net and valid for a minimum period of 90 days from the date of opening of the quotation.
13. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. **The items should be quoted indicating the serial No. of our RFQ.**

14. TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.

15. Kindly furnish your PAN &GST Number etc. in your quotation for our records.

16. **Code of Integrity for Public Procurement:**

   Code of Integrity for Public Procurement pact should be filled and signed by each vendor in order to be eligible to participate in this tender (ANNEXURE- II)

   The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

**Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultants contracts:

   “**corrupt practice**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

   “**Fraudulent practice**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an Obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

   “**anti-competitive practice**: any collusion, bid rigging or anti-competitive arrangement, or any other practice, coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

   “**Coercive practice**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

   “**conflict of interest**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any officials of purchaser who
are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and “Obstructive practice”: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

**Obligations for Proactive disclosures:**

i. The purchaser as well as bidders, suppliers, contractors and consultants, is obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

**Punitive Provisions:**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

i) **If his bids are under consideration in any procurement:**
   a) Forfeiture or encashment of bid security;
   b) Calling off of any pre-contract negotiations; and
   c) Rejection and exclusion of the bidder from the procurement process.
ii) If a contract has already been awarded
   a) Cancellation of the relevant contract and recovery of compensation for
      loss incurred by the purchaser;
   b) Forfeiture or encashment of any other security or bond relating to the
      procurement;
   c) Recovery of payments including advance payments, if any, made by the
      purchaser along with interest thereon at the prevailing rate.

iii) Provisions in addition to above:
   a) Removal from the list of registered suppliers and banning/debarment of
      the bidder from participation in future procurements of the purchaser for
      a period not less than one year;
   b) In case of anti-competitive practices, information for further processing
      may be filed under a signature of the Joint Secretary level officer, with the
      Competition Commission of India;
   c) Initiation of suitable disciplinary or criminal proceedings against any
      individual or staff found responsible.

17. COVER DETAILS - DOCUMENTS TO BE UPLOADED:

1. Cover – 1 - Fee/PreQual/Technical/Finance (Techno-Commercial Details with
   EMD, Price bid of Supply of Spares for FTIR Instruments (Document Type .pdf,
   .xls)

2. (a) Bidder Information Form – Annexure – I; (.pdf)
   (b) Manufacturer’s Authorization Form–Annexure – III; (.pdf)

3. Declaration abiding by the Code of Integrity and no conflict of
   interest for public procurement – Annexure – II; (.pdf)


5. Bidders not having a land border with India are to submit Annexure – V or
   Bidders having a land border with India are to submit Annexure – VI; (.pdf)

6. Certificate with regards to Price reasonability - Annexure – VII;

7. Documentary evidence about the status of the bidder i.e. whether MSE or
   not, owned by SC/ST or not and whether the MSE is owned by a women
   entrepreneur or not.
Kindly follow instructions hereunder to fill Bill of Quantities (BoQ). Any discrepancy in following instructions would lead to rejection of the bid.

Instructions:

- On Opening the BOQ (Bill of Quantity) “Please Enable Macros to View BoQ Information”. Please go to enable editing just below the task bar.
- As macros have to be enabled please click on enable content.

BoQ1

Bidders are requested to fill columns marked in blue only i.e i) BASIC RATE In Figures To be entered by the Bidder Rs. P (Column M), ii) Make / Model (Column AJ), iii) GST (Column AY).

STORES AND PURCHASE OFFICER (FOR & ON BEHALF OF COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
**Annexures to be enclosed with Techno-Commercial Bid**

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<td>Manufacturers’ Authorization Form</td>
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<td>Certificate with regard to the bidder not having a land border with India</td>
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<td>Certificate with regard to the bidder having a land border with India</td>
<td>VI</td>
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<td>7</td>
<td>Certificate with regards to Price reasonability</td>
<td>VII</td>
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</table>
## BIDDER INFORMATION FORM

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

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

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

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<tbody>
<tr>
<td>01.</td>
<td>Bidder’s Legal Name [insert Bidder’s legal name]</td>
</tr>
<tr>
<td>02.</td>
<td>In case of JV, legal name of each party: [insert legal name of each party in JV]</td>
</tr>
<tr>
<td>03.</td>
<td>Bidder’s actual or intended Country of Registration: [insert actual or intended Country of Registration]</td>
</tr>
<tr>
<td>04.</td>
<td>Bidder’s Year of Registration: [insert Bidder’s year of registration]</td>
</tr>
<tr>
<td>05.</td>
<td>Bidder’s Legal Address in Country of Registration: [insert Bidder’s legal address in country of registration]</td>
</tr>
<tr>
<td>06.</td>
<td>Bidder’s Authorized Representative Information</td>
</tr>
<tr>
<td></td>
<td>Name: [insert Authorized Representative’s name]</td>
</tr>
<tr>
<td></td>
<td>Address: [insert Authorized Representative’s Address]</td>
</tr>
<tr>
<td></td>
<td>Telephone/Fax numbers: [insert Authorized Representative’s telephone/fax numbers]</td>
</tr>
<tr>
<td></td>
<td>Email Address: [insert Authorized Representative’s email address]</td>
</tr>
<tr>
<td>07.</td>
<td>Attached are copies of original documents of: [check the box(es) of the attached original documents]</td>
</tr>
<tr>
<td></td>
<td>Articles of Incorporation or Registration of firm named in 1, above.</td>
</tr>
</tbody>
</table>

Signature of Bidder ________________________________

Name ________________________________

Business Address ________________________________
ANNEXURE – II

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder)

Ref.No: __________________________ Date: ________________

To,
________________________________________________________
________________________________________________________
(Name & address of the Purchaser)

Sir,

With reference to your Tender No.________________ dated _____________
I/We hereby declare that we shall abide by the Code of Integrity for Public
Procurement as mentioned under Para 16 of ITB of your Tender document and
have no conflict of interest.

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

a. 

b. 

c. 

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory
Company)
ANNEXURE III

MANUFACTURERS' AUTHORIZATION FORM

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

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 with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

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

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on ____________ day of ________________, _______ [insert date of signing]
ANNEXURE IV

BID-SECURING DECLARATION FORM

Date:___________________
Ref No._________________

To
(insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We 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 having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

Dated on _____________ day of ___________________(insert date of signing)

Corporate Seal (where appropriate)

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

Certificate with regard to the bidder not having a land border with India

Tender No. ______________________________ Date: ______________

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s. _______________________________ is not from such a country.

For and on behalf of _______________________________ (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Director)
Certificate with regard to the bidder having a land border with India

Tender No. ______________________________  Date: ________________

I hereby certify that, M/s. ______________________________ fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority should be attached.]

For and on behalf of (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Director)
Certificate with regard to Price reasonability

Ref.No: __________________________       Date: _________________

To,
______________________________
______________________________
(Name & address of the Purchaser)

I certify that "rates quoted in the tender is not higher than quoted with other CSIR Labs/Instt, Government, Public sector or private organizations"

For and on behalf of
(Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Director)