



CSIR –INDIAN INSTITUTE OF INTEGRATIVE MEDICINE
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Tender Notice No.08(57)/2022-P

Dated: 08.09.2022

Title – Tender for procurement of Planting materials: Rosagrass (CN5 variety slips)

The Director, CSIR-IIIM, Jammu invites bids in sealed envelopes for **Planting materials Rosagrass (CN5 variety slip)** for carrying our research and development experiments / activities. The bidders are requested to submit bids, strictly as per the specifications, terms & conditions mentioned in the tender document.

The tender document contains the following:

Annexure-I	Instructions for Bid Submission
Annexure-II	Schedule of Requirement
Annexure-III	Price reasonability Certificate
Annexure-IV	Terms and Conditions
Annexure-V	Details of Requirement / Specification
Annexure-VI	Bid Securing Declaration

CRITICAL DATE SHEET

Tender No	
Name Of Organization	CSIR-IIIM, Jammu
Tender Publishing Date	07.09.2022 at 4.00 PM
Document Download Start Date & Time	07.09.2022 at 4.00 PM
Bid Submission Start Date and Time	07.09.2022 at 4.00 PM
Bid Submission End Date and Time	22.09.2022 at 4.00 PM
Date and Time for Opening of Bids	23.09.2022 at 4.00 PM
Address for Communication	The Director IIIM- CSIR, Canal Road, Jammu

The Director, CSIR-IIIM Jammu reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

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

INSTRUCTIONS FOR BID SUBMISSION

1. The tender form/bid documents has also been published on <https://eprocure.gov.in/epublish/app> and CSIR-IIIM website, may be downloaded from there.
2. Bids may be mandatorily submitted through Offline mode (Sealed Envelopes)
3. **Price Schedule should be submitted in format along with detailed price bifurcation of items on the letter head prices neatly typed with sign and stamp.**
4. Bids are invited in **Single Bid System / ~~Two Bid System~~**. *For double bid system, bid must be submitted in two separate envelopes i.e. 1) Technical Bid and 2) Price Bid superscribing our Tender / RFQ No. on both envelopes and both these envelopes should be put in single envelope mentioning details viz. Tender No., Due Date of Submission and Date of Opening.*
5. Bidders are requested to regularly visit the website www.iiim.res.in for Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
6. EMD will be **NIL**. EMD, if any mentioned should be in the form of an account payee demand draft, fixed deposit receipt, bank guarantee or banker's cheque in favour of Director, CSIR-IIIM, Jammu. The EMD must be enclosed with the technical offer/bid failing which the tender shall be summarily rejected. **Bid Securing Declaration as per Annexure XIII shall have to be submitted with the bid.**
7. In case, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
9. The Firms are also required to attach copies of the following documents:
 - a. Copy of Aadhar / GST Certificate/Scanned copy of GST No of the Firm.
 - b. Copy of PAN Card in the name of firm/proprietor.
 - c. Copy of RTGS/Bank details of the firm (Cheque copy may be enclosed)
 - d. Duly signed and stamped Certificate regarding Reasonability of Price as per Annexure-IX

Stores & Purchase Officer

For and On behalf of CSIR-IIIM

SCHEDULE OF REQUIREMENTS

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

S. No.	DOCUMENTS REQUIRED
1	Detailed quotation of the items offered giving complete details of items quoted
2	Copy of Aadhar / GST Certificate/Scanned copy of GST No of the Firm
3	Copy of PAN Card in the name of firm/proprietor.
4	Copy of RTGS / Bank details of the firm / copy of Cheque.
5	Signed and stamped Certificate regarding Reasonability of Price as per Annexure
6	Bid Securing Declaration as per Annexure XIII

PRICE REASONABILITY CERTIFICATE

(to be submitted on firm's letterhead)

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

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

Stamp and Signature of the Bidder

Terms and Conditions

01. Preparation and submission of Bid : **Single Bid System / ~~Double Bid System~~**. For double bid system, bid must be submitted in two separate envelopes i.e. 1) Technical Bid and 2) Price Bid superscribing our Tender / RFQ No. on both envelopes and both these envelopes should be put in single envelope mentioning details viz. Tender No., Date of Submission and Date of Opening.
02. **IMPORTANT** A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
03. **The Government of India provisions regarding Make in India, MSME/MSE/ preferred policy etc. will be applicable in this tender. Purchase Preference will be given to Class I Local Supplier as per extant guidelines of Government of India subject to fulfillment of all instructions/guidelines set and amended by the Government from time to time and meeting the tender technical specifications. Bidders may kindly clearly highlight in their bid if they are claiming any benefit/relaxation on account of any of these provisions.**
04. 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 Bids.
05. The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

NOTE : THE QUOTATION SHOULD BE SUBMITTED EITHER BY THE PRINCIPAL MANUFACTURER OR AUTHORISED AGENT / DEALER, BOTH CANNOT BID SIMULTANEOUSLY FOR THE SAME ITEM/PRODUCT IN THE SAME TENDER. BID OF OEM WOULD BE CONSIDERED IN CASE BOTH MANUFACTURER AND AGENT HAVE QUOTED.

- **IF AN AGENT IS SUBMITTING THE BID ON BEHALF OF THE PRINCIPAL/OEM, THE SAME AGENT SHALL NOT SUBMIT A BID ON BEHALF OF ANOTHER PRINCIPAL/OEM IN THE SAME TENDER FOR THE SAME ITEM/PRODUCT.**
- **ONE MANUFACTURER CAN ALSO AUTHORIZE ONLY ONE AGENT / DEALER IN A TENDER.**

A. QUOTATION / TECHNICAL BID SHOULD CONTAIN (In case of TWO BID SYSTEM)

The Quotation / Technical bid should contain detailed specification with make, model number along with required essential/optional accessories, spares, country of origin, etc., supported by technical literature/leaflets/ photographs/engineering drawings etc. (2 copies) AND the following:

- 1.1.1 A brief profile of the company.
- 1.1.2 List of customers in India with name of concerned incharge and contact number including appreciation letters, if any. **Highlight supplies to CSIR Labs in particular.**
- 1.1.3 Detailed technical compliance sheet along with deviations (if any) (Pl. see annexure). **Compliance sheet will not be the basis of technical qualification.** *OEM technical catalogues / brochures*

specifying the products details and features & website link of the product must be provided which will be the basis of verifying technical specifications of the offered instrument / equipment for evaluation purposes.

NOTE - ALTERNATIVE OFFERS / MAKES / MODELS WOULD NOT BE CONSIDERED.

- 1.1.4 Fastest & Exact delivery period/schedule and time required for installation may be indicated.
- 1.1.5 Any other relevant documents which may help the Institute in rightly assessing the quality of the product (e.g. ISO certification).
- 1.1.6 The Bid / technical bid will be opened in the presence of authorized representative(s), if any, of the quoting firm(s) as per the schedule already mentioned.

- 1.1.7 ***Bid Security / EMD will be NIL in the form of an account payee demand draft, fixed deposit receipt, bank guarantee or banker's cheque in favour of Director, CSIR-IIIM, Jammu, must be attached in original along with the technical bid/offer. Bid Securing Declaration as per Annexure XIII shall have to be submitted with the bid.***

B. COMMERCIAL BID SHOULD CONTAIN

The commercial bid should contain a complete financial offer and terms & conditions of offer.

Please note:

- a. Commercial bid will be considered only for those offers, whose technical bid is found acceptable.
- b. The commercial bid of the short-listed bidders will be opened at a later date after giving intimation regarding the date and time of opening.
- c. Certificate to the effect that your offer will be valid for at least 90 days from the date of its opening, may be attached.
- d . **Prices : In FOREIGN CURRENCY - In case of imported equipments the quotation should preferably be in foreign currency. The bidder must clearly indicate the Ex-works price, FOB charges and CIF/CIP charges separately failing which the bid is liable to be rejected. The prices should be mentioned in both figures and words.**
- Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.

Prices : For CSIR-IIIM in INR :-The prices quoted should be complete in all respects with all charges for packing, forwarding, loading unloading transportation, insurance and installation(if applicable) at CSIR-IIIM Jammu. **The bidder must clearly indicate basic price, GST charges or any other applicable charges separately failing which the bid is liable to be rejected.** The bid mentioning vague terms like as applicable, etc will be treated as non responsive and rejected. **The prices should be mentioned in both figures and words.**

e The price bid should be submitted in the prescribed proforma as per Price Schedule Annexure – X in pdf format only. Price bid should indicate item-wise price for all the items mentioned in the technical bid.

- 06. Annual Maintenance Charges :** The party should mention in the quotation, the rate/amount of annual maintenance charges , if we opt for maintenance contract after expiry of the warranty period (If applicable).

If AMC exclusively specified in the attached specification sheet then the AMC mentioned in the specification will have to be quoted by the bidder.

07. **Discount:** Institutional discount if any should be mentioned clearly.
08. **Taxes and Levies:** GST/other Govt. Levies will be paid at actual and the prevailing rates of GST and other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid.. GST will be *5% as per Govt, of India Ministry of Finance Notification No. 45/2017-Cenrtal Tax (Rate) New Delhi the 14th November, 2017.*
09. **Custom Duty :** Being R&D organization, CSIR-IIIM Jammu is exempted for payment of Custom duty (as per the extant rules) and necessary Duty Exemption Certificate can be issued accordingly if required.
10. **Validity of rates:** Bid shall remain valid at least for a period of 120 days from the date of opening of the tender prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the purchaser as non-responsive. In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail).
11. **Delayed and late bids shall not be considered at all.**
12. The CSIR-IIIM Jammu will open all the bids so received before deadlines in the presence of bidder's representatives who choose to attend the bid opening process. They will sign the prescribed Performa for evidencing their attendance. In case, the opening date happens to be holiday, the bids will be opened on the next working day.
13. **Warranty/Guarantee:** Quotation should specifically mention the warranty period (for a period as mentioned in specifications) and the warranty period should be start from date of installation of material.
14. **Reasonability of Price :** **The bidders are requested to furnish the user list with contact details. Further they are also requested to submit at least 02-03 purchase order copies of similar items(s) supplied to any Govt. R & D Institute / Department / University / Organization during the past 1-2 Years OR most recent supplies.**
15. The CSIR-IIIM Jammu will reject a bid which is not substantially responsive. A substantially responsive bid is one, which conforms to all the terms and conditions of the notice inviting tender.
16. The Director, CSIR-IIIM Jammu reserves the right to accept and reject any bid or to annul the bidding process and reject all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the CSIR-IIIM's action.
17. **Award of order:** The CSIR-IIIM Jammu will award the order/Contract to the lowest successful evaluated Bidder whose bids have been determined to be substantially responsive
18. **Performance guarantee :** **Performance guarantee @ (would be mentioned Purchase Order) as per GoI guidelines shall have to be submitted by way of performance bank guarantee by the successful bidder within 21 days of PO.**
19. **Contract agreement :** You will have to sign a Contract agreement with CSIR-IIIM Jammu, if required, otherwise Purchase Order itself will be treated as the Contract and the same must be acknowledged within 14 days of receipt of PO.

20. **Fall Clause** : The fall clause will be applicable : “In case your firm supplies or quotes a lower rate for the tendered item to other Governments, public sector or private organizations, your firm will have to reimburse the excess payment.”
21. **Submission of the bids.** Bids complete in all respect must be submitted at Purchase Section, CSIR-IIIM, Jammu before the deadlines.
22. **Inspections and Tests** The CSIR-IIIM Jammu 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 CSIR-IIIM Jammu. The inspections and tests will be conducted at point of delivery and/or at the Goods on final destination. i.e., CSIR-IIIM Jammu. Should any inspected or tested Goods fail to conform to the specifications, the CSIR-IIIM Jammu 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 CSIR-IIIM Jammu.
23. The CSIR-IIIM's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at its Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the CSIR-IIIM or its representative prior to the shipment of goods.
24. **Packing :-** The Supplier shall provide such packing of the Goods 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.
25. **Delivery and Documents :** Delivery of the goods shall be made by the Supplier within the stipulated period as purchase order in pursuance of notification of award of contract .The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified as agreed between CSIR-IIIM & Supplier.
26. **TERMS OF PAYMENT** : The payment shall be made within 30 days after the date of receipt and successful installation of the equipment. In case of LC, payment would be done 90% on production of shipment documents and balance after satisfactory installation OR as mentioned in Purchase Order. The Supplier's request(s) for payment shall be made to the CSIR-IIIM, Jammu in writing, accompanied by an Tax/Retail invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the contract. Payment shall be made by way of RTGS/NEFT, Wire Transfer, LC etc.. **No advance payment will be made.**
27. No Claim of any type of payment claimed after 3 years will be entertained by the Institute.
28. **Liquidity Damages :-** If the Supplier fails to deliver/supply any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the CSIR-IIIM, Jammu shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, LD, a sum equivalent to 0.5 % per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the CSIR IIIM may consider termination of the Contract . In case of Instruments / Equipments where **installation** is required by the Supplier or their Indian Agent, necessary installation, demonstration, commissioning of the equipment should be completed by the supplier / authorized representative immediately after the arrival of the equipment at CSIR-IIIM but not later than 2 weeks. In case of late installation, demonstration, commissioning of the equipment CISR-IIIM reserves the right to levy LD of 0.5% of the PO value (subject of maximum of 10%) per week for the delayed period.
29. The provisions of Code of Integrity as per rule 175(1) of GFR 2017 will be applicable in this procurement.
30. **Applicable Law** :-The contract shall be governed by the Law of Contract for the time being in force Irrespective of the place of delivery, the place of performance or place of payment under the contract, the

contract shall be deemed to have been made at the place from which the acceptance of tender has been issued i.e. CSIR-IIIM, Jammu. The place of the jurisdiction will be Jammu and Kashmir (UT) only.

31. DISPUTE SETTLEMENT: 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.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

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

- (a) (1) In the event of any question / dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
 - (2) The award of Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required.
 - (3) 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.
- (b) In the case of a dispute between the Purchase 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.

Notwithstanding any reference to arbitration herein,

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

- **All disputes will be subject to Jammu U.T. jurisdiction only.**

32. FRAUD AND CORRUPTION

The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

- i. The terms set forth below are defined as follows:
 - 1. **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - 2. **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - 3. **“Collusive practice”** means a scheme or arrangement between two or more bidders, with or

without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and

4. **“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;
 - ii. 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;

33. **Notices:** For the purpose of all notices, the following shall be address of the CSIR-IIIM Jammu.

The Director,
CSIR-Indian Institute of Integrative Medicine (CSIR-IIIM),
Canal Road, Jammu-180001

Yours faithfully

Stores & Purchase Officer
For and On behalf of CSIR-IIIM

Details of Requirement / Specifications

<u>Sr. No.</u>	<u>Item Name</u>	Quantity	Unit price	Total Amount (INR)
<u>01</u>	Planting materials Rosagrass (CN5 variety Slips)	38,00,000		

Bid-Securing Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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