



CSIR-Indian Institute of Integrative Medicine

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TENDER NO: 04(16)/2023-P Date 27.07.2023

E-TENDER DOCUMENT

FOR

THE PURCHASE OF

SUPPLY OF SPARE PARTS OF FERMENTER

TERMS & CONDITIONS

1. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Hand written Quotations will not be considered.
2. As per Govt. of India procurement policies,
 - a. **Only class-I Local Supplier and class-II Local Supplier defined under the Department of Promotion of Industry and Internal Trade (DPIIT) order date 4th June, 2020 shall be eligible to participate.**
 - b. The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is in the range of more than Rs 5.00 lakhs and up to Rs. 200.00 lakhs.
 - c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

*"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 29.05.2019 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.

Model Clauses for Tenders

- 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 falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in a such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in a such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in a such a country; or
 - d. An entity whose beneficial owner is suited in a 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.
Explanation----
 - 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 an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of 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 trustees, 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. [To be inserted in tenders for Works contracts, including Turnkey contracts] 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.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

3. Origin of the each item should be mentioned by the bidders.

4. It may kindly be noted that your bid should

- A) be in **Single part bidding**
- B) accompany No Bid Security

4. Each quotation must be sent electronically in single cover through e-procurement portal (etenders.gov.in)
5. The acceptance of the quotation will rest with the competent authority of Indian Institute Of Integrative Medicine Jammu, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
6. Price quoted should be net and valid for a minimum period of 120 days from the date of opening of the quotation.
7. Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure. It may be noted that Conditional/Unsigned tenders shall not be considered
8. The bidder must submit the applicable Price Schedule Form as Annexed to the tender document available on the website.
9. **Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable.**
10. 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.

In cases of agents quoting on behalf of their foreign manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The foreign manufacturer directly or through one Indian agent on his behalf; or
 2. Indian/foreign agent on behalf of only one principal.
11. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. **Agency commission payable to the Indian Agent should be clearly indicated.** The Agency commission would be payable only in Indian Rupees after acceptance.
 12. The mode of dispatch/transportation of the items must be by **Air/Sea/Rail/Road only. (Retain one only).**
 13. In case the items in the enquiry are covered by any rate contract or running contract finalised by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
 14. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
 15. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.

16. 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.
17. 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.
18. TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.
20. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
21. Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material at our site in good condition. Please inform your Bank details for RTGS payment.
22. All disputes shall be settled in the courts of Jammu (J&K) Jurisdiction only.
23. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
24. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
25. Instructions to Bidders, General Conditions of Contract applicable to limited tenders originating from S&P Division along with different formats can be viewed on our website <http://www.iiim.res.in> under the heading tenders.

Yours faithfully,

Sd/-

Store & Purchase Officer

STANDARD FORMS

Annexure-I

Bidder Information Form

(a) [The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to this 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]

Page 1 of _____ pages

01.	Bidder's Legal Name [insert bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended country of registration]
04.	Bidder's Year of Registration: [insert bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert bidder's legal address in country of registration]
06.	Bidder's authorised representative information Name: [insert authorised representative's name] Address: [insert authorised representative's address] Telephone/Fax numbers: [insert authorised representative's telephone/fax numbers] Email Address: [insert authorised 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.

Signature of Bidder _____

Name _____

Business Address _____

Manufacturer's Authorisation Form

[The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorisation 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 authorise *[insert complete name of the 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 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorised to sign this authorisation on behalf of: *[insert complete name of bidder]* Dated on _____ day of _____, _____ *[insert date of signing]*

Place:

Date:

Signature and seal of the Manufacturer/Bidder

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

(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. ___ dated ___/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.15 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 Seal

Bid-Securing Declaration

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(s) 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 /We is/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 authorised to sign the bid for an on behalf of: (insert complete name of the 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. The joint venture shall be formed before the date of publication of the bid.

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, to any other customer nor will do so till the validity of offer or execution of purchase order, whichever is later.

Signature and seal of the Manufacturer/Bidder

Tender Ref: _____ Dated : _____

Certificate for Local Content under PPP for Make in India

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dated 15.06.2017, (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020) by Govt. of India, We hereby Certify that we M/s _____ (Name of the manufacturer) are local supplier meeting the requirement of minimum local content as defined in above orders.

Following details are as follows:-

Category of Local Supplier (Specify clearly either Class-I or Class II)	Percentage of local Content (in %)	Details of locations at which local value addition will be made.

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

Authorized Signatory of Bidder

Date:

Seal of the Firm

Note:

2. In case of Authorized dealers/ Local Suppliers have quoted against the Tender, both the Authorized dealer and their Principals should submit the above mentioned certificate

Tender Ref: _____ Dated : _____

Certificate Regarding Procurement from a bidder of a country which shares a land border with India

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance, under F. No. 6/18/2019-PPD and we hereby certify that our firm is not from such a country and is eligible to be considered”

Or

However if any bidder falls in the category of bidders as indicated in the Definitions clause at Cl. No.6,7,8,9,and 10 of Oder (F.NO. 6/18/2019-PPD, Public Procurement no. 1) Dt. 23-07-2020, should submit the certificate as under:

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance, under F. No. 6/18/2019-PPD and we hereby certify that our firm is from such a country and has been registered with Competent Authority (Specified in Annexure-I of Order (F.No. 6/18/2019-PPD, Public Procurement no. 1) dated 23.07.2020 and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.”

Authorized Signatory of Bidder

Date:

Seal of the Firm

Note:

1. Choose any one of the above mentioned conditions, whichever is applicable.2. In case of Authorized dealers/ Local Suppliers have quoted against the Tender, both the Authorized dealer and their Principals should submit the above mentioned certificate.

Check List: Duly filled check list to be submitted along with the technical bid.

Sl. No.	Requirement of Tender	Compliance	Document Submitted
1	A certificate agreeing to all the terms of the tender	Yes/No	Yes/NA
2	Bidder Information Form (Annexure I)	Yes/No	Yes/NA
3	Manufacturers Authorisation Form / Self Declaration of the Bidder being the OEM. (Annexure II)	Yes/No	Yes/NA
4	declaration by the Bidder for Code of Integrity & <u>conflict of interest (Annexure III)</u>	Yes/No	Yes/NA
5	Bid Securing Declaration (Annexure IV)	Yes/No	Yes/NA
6	Price reasonability certificate (Annexure V)	Yes/No	Yes/NA
7	Certified copy of the agency agreement between the principal and the agent. (MAF)	Yes/No	Yes/NA
8	A copy of GST Registration Certificate	Yes/No	Yes/NA
9	Certificate for Local Content under PPP for Make in India (Annexure VI)	Yes/No	Yes/NA
10	Certificate Regarding Procurement from a bidder of a country which do not shares a land border with India (Annexure VII)	Yes/No	Yes/NA

Yours sincerely,

Sd/-
STORES & PURCHASE OFFICER

