



वै.औ.अ.प.- केंद्रीय औषधीय एवं सगंध पौधा संस्थान

CSIR -CENTRAL INSTITUTE OF MEDICINAL & AROMATIC PLANTS

पी.ओ.सीमैप, लखनऊ- 226015) उ.प्र. भारत

P.O. CIMAP, LUCKNOW-226015 (U.P.) INDIA

Email : spo@cimap.res.in/sosp@cimap.res.in Telephone : 0522-2718613,14

Tender Notice No. 134(2)/ 2017/Pur-T-58

Dated: 05.02.18

NOTICE INVITING TENDER For Digital Refractometer THROUGH E-PROCUREMENT

The Director, CSIR-CIMAP invites on-line bids for supply and installation of **Digital Refractometer** to be used in this institute for research and development work. The bidders are requested to submit online bids, strictly as per the specifications, terms & conditions mentioned in the tender document.

The tender document contains the following:

Annexure-I	Instructions for Online Bid Submission
Annexure-II	Schedule of Requirement
Annexure-III	Price reasonability Certificate
Annexure-IV	Questionnaire
Annexure-V	Terms and Conditions
Annexure-VI	Technical Specification
Annexure-VII	Tender Acceptance letter
Annexure -VIII	Manufacturer's Authorization Form
Annexure -IX	Compliance Sheet
Annexure -X	Price Schedule

CRITICAL DATE SHEET

Tender No	134(2)/ 2017/Pur-T-58
Name Of Organization	CSIR-CIMAP, Lucknow
Tender publishing Date	05/02/2018 at 06.30 PM
Document Download Start Date & Time	06/02/2018 at 11:00 AM
Bid Submission Start Date and Time	06/02/2018 at 11:00 AM
Bid Submission End Date and Time	26/02/2018 at 11:00 AM
Date and Time for Opening of Bids (Technical)	27/02/2018 at 11:00 AM
Address for Communication	The Director Central Institute of Medicinal & Aromatic Plants P.O. CIMAP Campus, Lucknow (U.P.)-226015 Email:- spo@cimap.res.in , sosp@cimap.res.in

Section Officer (S&P)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The tender form/bid documents may be downloaded from the web site:
<https://etenders.gov.in/eprocure/app>
2. Bids must be mandatorily submitted Online through Central Public Procurement Portal -
<https://etenders.gov.in/eprocure/app>
3. Bids are invited in **Single bid System**.
4. Manual/Offline bids shall not be accepted under any circumstances.
5. Tenderers/bidders are requested to regularly visit the website:
<https://etenders.gov.in/eprocure/app>. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
6. 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.
7. The Director, CSIR-CIMAP, Lucknow reserves the right to accept or reject any or all the tenders.
8. The Firms are also required to upload copies of the following documents: -
 - a. GST Certificate/Scanned copy of GST No of the Firm.
 - b. Scanned copy of PAN Card in the name of firm/proprietor.
 - c. Scanned copy of completed Questionnaire.
 - g. Scanned copy of RTGS/Bank details of the firm
 - h. Scanned copy of undertaking duly filled in and signed by owner/proprietor of firm with legible name, mobile number & E-mail ID etc.
 - i. Scanned copy of duly Signed and stamped Manufacturer's Authorization Form as per Annexure VIII
 - j. Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure-IX
 - k. The bidders are requested to furnish the user list. Further they are also requested to submit at least 2-3 purchase order copies of similar item(s) supplies to any Govt. R&D institute during the past 6-8 months.

Section Officer (S&P)

SCHEDULE OF REQUIREMENTS

1. Name of Purchaser: The Director
CSIR-Central Institute of Medicinal & Aromatic Plants, Kukrail Picnic
Spot Road, Faridi Nagar, P.O. CIMAP Campus, Lucknow (U.P.)-
226015
2. Shipping Address: The Director
CSIR-Central Institute of Medicinal & Aromatic Plants, Kukrail Picnic
Spot Road, Faridi Nagar, P.O. CIMAP Campus, Lucknow (U.P.)-
226015

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

S. No.	DOCUMENTS REQUIRED
1	Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure III
2	Copy of Duly completed Questionnaire as per Annexure IV
3	Tender acceptance letter as per Annexure VII
4	Manufacturer's Authorization Form as per Annexure VIII
5	Compliance sheet as per Annexure IX
6	Price Schedule as per Annexure X
7	Scanned copy of user list. Further bidders are also requested to submit at least 2-3 purchase order copies of similar item(s) supplies to any Govt. R&D institute during the past 6-8 months
8	Copy of GST No of the firm.

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

Seal and Signature of the tenderer

QUESTIONNAIRE

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW IN CASE A QUESTION DOES NOT APPLY TO A BIDDER THE SAME SHOULD BE ANSWERED WITH THE REMARK "NOT APPLICABLE" BIDDERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EV ASIVE, THE BID WILL BE LIABLE TO BE IGNORED.

1.	Bid No	Date of opening on
2.	Bid Validity is 90 days	(Yes/No)
3.	Brand of Goods offered	
4.	Name of Address of Manufacturer	
5.	Place of the Manufacturer	
6.	Whether Manufacturer authorization certificate attached	
7.	What is your PAN	
8.	What is your GST Number	
9.	Are you a small scale unit currently registered with the National Small Industries corporation (NSIC) under single point Registration scheme for the item(S) quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.	
10.	State whether business dealings with you have been currently banned by any Ministry/deptt. Or Central Govt. or any State Govt	
11.	Whether the billing and supply will be done by the firm directly or by authorized dealer. Please reply and mention all the details including name, mobile number, E-mail of the same. The authorized dealer may be different on the basis of location	

Signature of Tenderer

Terms and Conditions

- 01. Preparation and submission of Bid : SINGLE BID SYSTEM** , Bidding system - *Your quotation should be in the form of Single Bid system.*
Note : The quotation should be preferably submitted by the principal. In case of imported equipments the quotation preferably be in foreign currency.
-A certified copy of the agency agreement between the principal and the agent must be enclosed.
- Foreign bidders to disclose the name and address of agent and representative in india and Indian bidder to disclose their foreign principal or associates.
- 02. Prices : For Indigenous Supplies** :-The prices should be quoted including all charges for packing, forwarding, loading unloading transportation, insurance and installation(if applicable) at CSIR-CIMAP, Lucknow. The bid mentioning vague terms like as applicable, as actual etc will be treated as non responsive and rejected. The prices should be mentioned in both figures and words. If any discrepancy found in both, the price written in word will be treated as final and payment will be made after receipt and installation, if applicable.
For Imported Supplies :- The price may be quoted on FOB/ CIP IGI Airport New Delhi INCOTERMS@2010. Insurance cover must be taken by the supplier to insure the consignment from all risks - from supplier's warehouse to the warehouse of CIMAP, LUCKNOW.
The price bid should be submitted in the prescribed proforma as per Price Schedule Annexure – X in pdf format through e-tender only. No manual submission of bid is entertained. Price bid should indicate item-wise price for all the items mentioned in the technical bid.
- 03. 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.
- 04. Discount**: Institutional discount if any should be mentioned clearly.
- 05. 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-Central Tax (Rate) New Delhi dated 14th November, 2017.
- 06. Custom Duty** : Being R&D organization, CSIR-CIMAP Lucknow is exempted for payment of Custom duty (as per the extant rules) and necessary Duty Exemption Certificate can be issued accordingly if required.
- 07. Validity of rates**: Bid shall remain valid at least for a period of 90 days for indigenous and imports supplies 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 the responses thereto shall be made in writing (or by cable, telex, fax or e-mail).
- 08. Delayed and late bids shall not be considered at all.**
- 09.** The CSIR-CIMAP Lucknow 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 Proforma for evidencing their attendance. In case, the opening date happens to be holiday, the bids will be opened on the next working day
- 10. Warranty/Guarantee**: Quotation should specifically mentioned the warranty period and the warranty period should be start from date of installation of material.
- 11. Reasonability of Price** : The bidders are requested to furnish the user list. Further they are also requested to submit at least 02-03 purchase order copies of similar items(s) supplies to any Govt. R & D institute during the past 06-08 months.
- 12.** The CSIR-CIMAP Lucknow 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.
- 13.** The Director , CSIR-CIMAP Lucknow 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-CIMAP's action .
- 14. Award of order**: The CSIR_CIMAP Lucknow will award the order/Contract to the lowest successful evaluated Bidder whose bids have been determined to be substantially responsive
- 15. Performance guarantee** : Performance guarantee @10% of the PO value has to be submitted by way of DD/ bank guarantee **by the successful bidder only within 14 days of PO.**
- 16. Contract agreement** : you will have to sign a Contract agreement with CSIR-CIMAP Lucknow.

17. **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 organisations, your firm will have to reimburse the excess payment."
18. **Submission of the bids.** All bids complete in all respect must be submitted online on CPP Portal.
19. **Inspections and Tests** The CSIR-CIMAP Lucknow 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_CIMAP Lucknow. The inspections and tests will be conducted at point of delivery and/or at the Goods on final destination. i.e., CSIR-CIMAP Lucknow. Should any inspected or tested Goods fail to conform to the specifications, the CSIR-CIMAP Lucknow 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-CIMAP Lucknow .
The CSIR-CIMAP '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-CIMAP or its representative prior to the shipment of goods.
20. **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.
21. **Delivery and Documents** : Delivery of the goods shall be made by the Supplier with in 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-CIMAP & Supplier.
22. **TERMS OF PAYMENT** :
- a) **For Indigenous supplies** : The payment shall be made within 30 days after the date of receipt and successful installation of the equipment. The Supplier's request(s) for payment shall be made to the CSIR-CIMAP Lucknow 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 in Indian Rupees by way of RTGS/NEFT through State Bank of India, Hazratganj branch, Lucknow. **No advance payment will be made.**
- b) **For imported supplies** :- **As a standard practice In case of import by CSIR-CIMAP Lucknow, payment shall be made through an irrevocable letter of credit to the extent of 90% on production of shipping documents and proof of dispatch and the balance 10% will be paid after completion of installation, commissioning and acceptance of the system/equipment to the entire satisfaction of council/ CSIR-CIMAP and on production of performance bank guarantee for 10% order value valid for warranty period plus two months from the date of acceptance and to be submitted either by the manufacturer or their Indian subsidiary/agents. Consideration of any other terms regarding payment will be prerogative of Director CSIR-CIMAP Lucknow.**
23. **Penalty Liquidated Damage :-** If the Supplier fails to deliver and install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the CSIR, CIMAP Lucknow shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, 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/installed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the CSIR CIMAP Lucknow may consider termination of the Contract .
24. **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 CIMAP Lucknow. The place of the jurisdiction will be Lucknow Uttar Pradesh, India
25. **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. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable to unwilling to act, to the sole arbitration

of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

- (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.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding any reference to arbitration herein,

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

26. 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;

27. **Notices:** For the purpose of all notices, the following shall be address of the CSIR-CIMAP Lucknow.

The Director,
CSIR-Central Institute of Medicinal & Aromatic Plants
P.O. CIMAP, Kukrail Picnic Spot Road,
LUCKNOW-226015 (U.P.) INDIA

Yours faithfully

Section Officer (Stores & Purchase)

Technical specifications of Digital Refractometer

Refractometer (Digital)

- Refractive Index Range: 1.30-1.72
- Resolution: ± 0.0001
- Accuracy: ± 0.0001
- Temperature range: 15-60 degree centigrade (accuracy ± 0.05 degree centigrade)
- Light source: LED
- wavelength: 589nm

Installation, Service & General Conditions

- Necessary accessories must be supplied
- Three year warranty from the date of installation
- Performance compliance at installation site
- On-site operational training & demonstration: demonstration of the application on **essential oil/aroma chemicals**
- List of current users of the quoted model in India should be provided

To

Date :

Sub.: **Acceptance of Terms & Conditions of Tender**

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website (s) namely: _____
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to page No. _____ (including all documents like annexure(s), schedule(s) etc, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public Sector Undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefor or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposited, absolutely

Yours faithfully,

(Signature of the Bidder with official seal)

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 category 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 Goods, manufactured by us (insert the category of Goods), and to subsequently negotiate to sign the Contract.

We hereby confirm that we shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, Packages or defects at the time of supply/usage. In such cases we shall provide free replacement immediately.

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)

Compliance Sheet

S. N.	Name of specifications/part / Accessories of tender/ enquiry	Specifications of quoted Model/ Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

Yours faithfully,

(Signature of the Bidder with official seal)

Annexure X

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6		7		8		9
Sl No	Item Description	Country of origin	Unit	Qty	Unit Price (Mention Currency)		Total price (5x6) (Mention Currency)		Charges for Insurance & transportation to port/ place of destination		Total Price (7+8)
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF/CIP

Total Bid price in foreign Currency _____
 _____ in words.

Signature of Bidder
Name:
Business Address:

Note:

- (a) Indian agents name & address _____
- (b) Installation, commissioning & training charges, if any _____
- (c) The Indian agent's commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents .
- (d) The cost of optional items shall be indicated separately.

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA IN INR

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of Origin	Unit	Qty	Rate	Total price	GST payable, if contract is awarded. With HSN Code.	Packing & forwarding up Lab/Instt, if any.	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.

Total Bid price in Indian Rupees _____
_____ in words.

Signature of Bidder

Name:

Business Address:

Note:

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

(b) Cost of spares _____