



**Tender Enquiry Document
For
Supply and Installation of 500 MHz FT-NMR Liquid
State Spectrometer with Solid State Accessory**

CSIR-Central Food Technological Research Institute

Mysore– 570 020, Karnataka-India

Tel #: 00 91 821 2515440/5447

Email: cosp.cftri@csir.res.in/spo.cftri@csir.res.in/sosp.cftri@csir.res.in

Website: www.cftri.res.in



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Invitation for e-Bids / Notice Inviting e-Tender

CSIR- Central Food Technological Research Institute, Mysore, India, is one of the premier institutes under the aegis of Council of Scientific and Industrial Research, an autonomous body of the Department of Scientific and Industrial Research (Government of India), New Delhi. CSIR-CFTRI is a Science and knowledge-based Research & Development (R&D) Organization. It is internationally known for its excellence in Scientific Research in Food Science & Technology.

The Director, CSIR-CFTRI invites e-bids from the Manufacturers, their distributors and Indian Agents of Foreign Principals, if any, for the procurement of the following Goods/Services for its day-to-day Research & Development (R&D). The Technical specifications, allied requirements and scope of supply are given in Chapter 4, appended here with.

Sr. No.	Tender Enquiry No.	Brief Description of item(s)	Quantity	Type of Bid	Mode of Procurement
1	CFTRI/52368/25-26	500 MHz FT-NMR Liquid State Spectrometer with Solid State Accessory (The Technical specifications, allied requirements and scope of supply are given in Chapter 4)	1 NO	Single Stage Two Bid	Global Tender /GTE

1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <https://etenders.gov.in>. The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other mode.
2. Interested Bidders may obtain further information from the office of:

Controller of Stores & Purchase
Central Food Technological Research Institute
Mysore- 570 020, Karnataka-India
Tel #: 00 91 821 2515440/5447
Email: cosp.cftri@csir.res.in
Website: www.cftri.res.in

3. The prospective bidders should adhere to deadlines specified in the Tender Enquiry Document/ corresponding e-Tender portal <https://etenders.gov.in>.
4. (a) A Pre-Bid Conference (PBC) will be held as mentioned below

	Date	Time in hours (IST)	Venue
Pre-Bid Conference	Pre Bid Conference is scheduled on 11-Dec-2025 at 11.00 AM at CSIR-CFTRI, Mysore (By person/Online)		

- Bidders desirous of attending Pre-bid meeting are required to provide the following details: -
1. Prospective Bidders Name & address
 2. Name, designation & mobile number of the representative (s) attending the meeting.
 3. E-mail ID to which the meeting invitation to be sent in case of attending the meeting online.
 4. Pre-bid queries, if any.

The above information should be sent by e-mail to cosp.cftri@csir.res.in / spo.cftri@csir.res.in / sosp.cftri@csir.res.in on or before 2.00pm of 10-12-2025

(b) No Queries, suggestions or representation made after the PBC will be entertained. Changes incorporated to the bidding document subsequent to PBC shall be treated as amendment to the bidding document and will be hosted in the CPP Portal/CFTRI Website www.cftri.res.in

(c) Before formulating and submitting the bids, the Prospective bidders are requested to take cognizance of the amendments if any hosted on CSIR-CFTRI Website and CPP Portal.

5. The Bid prepared by the Bidder shall include the following:

Bid Securing Declaration (BSD)	
	A bidder has to furnish/submit BID SECURING DECLARATION as per FORMAT specified in Chapter-8, Annexure-B.
	The Bid Security Declaration in the name of "The Director, CSIR-Central Food Research Institute, Mysore" to be part of the Technical Bid, without which the bid shall be rejected.
OR	
Bid Security (BS) / Earnest Money Deposit (EMD)	
Alternatively, a bidder shall furnish a bid security valid for 45 days beyond the validity of the bid for Rs 34,00,000.00 or equivalent amount in foreign currency, if it is submitted by a foreign supplier.	
The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee/Demand Draft/FDR/ Insurance Surety Bonds (ISB) issued by any scheduled bank in India drawn in favor of "The Director, CSIR-CFTRI, Mysore". If the bank guarantee is issued by a foreign bank, then the same should be confirmed by a scheduled commercial bank in India. The original Bid Security/EMD must be delivered to address mentioned at Sl. No.2 above before closure of bid submission date and time as mentioned in "SL.NO -6 failing which, the bid shall be summarily rejected.	
For further details, refer Clause No.1.16 of standard Tender document uploaded in CFTRI website	

6. The Schedule for Submission of e-Bids and Opening of e-Bids is as follows:

Last Date & Time of Submission of e-Bid		Date and Time of Opening of e-Bid	
Date	Time (IST)	Date	Time (IST)
12-01-2026	15:00 Hrs	13-01-2026	15:30 Hrs

7. CSIR-CFTRI is a Public Funded Research Institute under the Department of Scientific & Industrial Research, Government of India and concessional Custom duty @ 0/5.15% is applicable for the goods purchased for Research purposes vide Government of India vide Notification No.51/96-Customs dated 23-July-1996, as amended from time to time. CSIR-CFTRI is not eligible to issue any GST concessional rate certificate. GST @ prevailing rate is applicable. Hence, the bidder may submit their bid accordingly.

8. The bids failing to comply with the following clauses will be summarily rejected.

- The bidders proposing to supply finished products directly/indirectly from Bidders of Countries sharing the land border with India should submit a copy of registration with the Ministry of Home Affairs and the Ministry of External Affairs. under Rule 144(xi) of the GFR 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/Dealer in terms of Order No.P-45021/112/2020-PP(BE-II) (E-43780) dated 24-Aug-2020 of the Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, as amended from time to time as on the date of issue of Order
- If the products supplied are not sourced from Countries sharing a Land border with India, the bidders should enclose a declaration to this effect as per Annexure-L

9. As per the Government of India Public Procurement policies, the purchaser intends to give purchase/price preference to Class-I local supplier and Micro & Small Enterprises for procurement of goods produced and services rendered by them. It is not applicable in the case of trading activities.
10. The Integrity Pact duly signed by the same signatory who signed the bid, must be attached with the technical bid. Any bid not accompanied by Integrity Pact shall be considered to be non-responsive and shall be rejected straightaway. The model format of Integrity Pact is in Chapter 8. The names of independent external monitors are as under:
 1. SHRI JAGADIP NARAYAN SINGH, IAS (Retd),
E-Mail: jagadipsingh [at] yahoo [dot] com
 2. SHRI ARUN KUMAR GUPTA, Ex-CMD, SCI,
E-Mail: guptaarun55 [at] rediffmail [dot] com
11. Bidders are requested to refer CSIR-CFTRI website www.cftri.res.in for the Other General Tender's Terms and Conditions, which are also an integral part of this tender. [Path: Home Page → Tender → Standard Tender Document (Scrolling Text)]
12. The Director, CSIR-CFTRI, Mysore, India, reserves the right to accept or reject any bid or accept bids either in part or in full or to split the order, or to annul the bidding process without assigning any reasons therefor.

Controller of Stores & Purchase
For and on behalf of CSIR

General Instructions to Bidders: -

01. For participation in e-procurement all bidders (including Foreign bidders) need to enroll themselves on the CPP Portal (<https://www.etenders.gov.in>). Only enrolled/registered bidders with the said portal shall be allowed to participate in the e-tendering process.
02. Tender Documents may be downloaded from Central Public Procurement Portal <https://www.etenders.gov.in>. Aspiring Bidders who have not enrolled/ registered in e-procurement should enroll/ register before participating through the website <https://www.etenders.gov.in>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'. For any technical queries/issues related to online bid submission, Bidders must directly approach support service of CPP Portal as per the details given on their website.
03. Tenderers can access tender documents on the website (For searching in the NIC site <https://www.etenders.gov.in>, kindly go to Tender Search option, select tender type and select 'Council of Scientific and Industrial Research' in organization tab and select CFTRI-Mysore-CSIR' in department type. Thereafter, Click on "Search" button to view all CSIR-CFTRI, Mysore tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://www.etenders.gov.in> as per the schedule. The tender document is available on website www.cftri.res.in also.
04. CSIR-CFTRI neither operates nor manages the CPP Portal where online bids are submitted and therefore will not be responsible for any technical issues related to bid submission (viz., not being able to upload bid, blank/missing/part documents etc.,). If bid is incomplete on account of these, it will be treated as such and evaluated further.

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CHAPTER – 1

INSTRUCTIONS TO BIDDERS

For details kindly refer Standard Tender Documents uploaded at CSIR-CFTRI website i.e. www.cftri.res.in →Tender

CHAPTER 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT (GCC)

Note: The General Conditions of Contract shall form the part of Purchase Order / Contract.

For details kindly refer Standard Tender Documents uploaded at CSIR-CFTRI website i.e. www.cftri.res.in →Tender

B. SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Sl.No.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is: The Director CSIR-Central Food Technological Research Institute Mysore– 570 020, Karnataka-India Tel #: 00 91 821 2515440/5447 Email: cosp.cftri@csir.res.in Website: www.cftri.res.in
2	GCC 2.1.1(m)	The Final Destination is: CSIR-Central Food Technological Research Institute Mysore– 570 020, Karnataka-India Tel #: 00 91 821 2515440/5447 Email: cosp.cftri@csir.res.in Website: www.cftri.res.in
3	GCC 2.13.1	Performance Security The amount of the Performance Bank Guarantee shall be 5% of the contract value in form of Bank Guarantee(BG) /Demand Draft/Insurance Surety Bonds (ISB)/FDR to be submitted within 21 days from the date of PO/order acceptance valid up to 60 days after the date of completion of performance obligations including warranty.
4	GCC 2.16.3	Delivery – Mode of Transportation/ Shipment a) In case of supplies from within India, the mode of transportation shall be by Road etc., b) In case of supplies from abroad, the mode of transportation shall be by AIR. c) DELIVERY TERM: FOR CSIR-CFTRI, Mysore for Indigenous supply. For imports CIP Bangalore/DDP CFTRI, Mysore. d) Delivery period 12 weeks from the date of establishment of L/C for import cases and 90 days in case of supply from within India from the date of acceptance of purchase order.

5	GCC 2.17.1	<p>Insurance</p> <p><u>From Abroad</u> The Insurance shall be for an amount equal to 110% of the CIP/DDP value of the contract from “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion.</p> <p><u>Within India</u> The terms of delivery shall be FOR (Destination) and Insurance shall be arranged by the supplier on “all risk basis” including strikes, riots and civil commotion till completion of installation and commissioning.</p>
6	GCC 2.21.3	<p>The Warranty Period for this tender shall be as below:</p> <p>The warranty shall remain valid for a period as specified in chapter –IV i.e. specifications and allied technical details. If it is not mentioned in chapter- IV, minimum one-year warranty from date of satisfactory installation and acceptance shall be applicable.</p>
7	GCC 2.22.1	<p>Payment Terms</p> <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A Payment for Goods supplied from abroad</p> <p>Payment of foreign currency portion shall be made in currency of the Contract in the following manner:</p> <p>(a) On Shipment: Seventy percent (70 %) of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16.</p> <p>(b) On Acceptance: Thirty percent (30%) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.</p> <p>(c) The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the CIP value/DDP value.</p> <p>(d) <ul style="list-style-type: none"> ➤ The L/C will be confirmed at the supplier's cost, if requested specifically by the supplier. ➤ All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the purchaser. ➤ If L/C is requested to be extended/ reinstated/amended for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. </p> <p>(e) Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of invoice supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>B Payment for Goods and Services supplied from India</p> <p>(a) 100% on bill basis against supply, installation, commissioning and training</p> <p style="text-align: center;">OR</p> <p>(b) The payment shall be made in Indian Rupees, as follows: (a) After shipment: Seventy percent (70%) of the Contract Price shall be paid on receipt of the Goods in good condition and upon submission of the documents specified in GCC Clause 16.1 (b) On Acceptance: The remaining Thirty percent (30%) of</p>

			The Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate Issued by the Purchaser
		(c)	E-Payment: CSIR-CFTRI prefers to make ElectronicTransfers (NEFT/RTGS) through scheduled bank
		(d)	All payments due under the Contract shall be paid after deduction of statutory levies at source (like TDS, Income Tax, TCS etc.), wherever applicable.
8	GCC 2.27.1	Liquidated Damages (LD)/Penalty	
		(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to, otherwise will have to forfeit the EMD/PS and also LD clause will be applicable / enforced.
		(b)	If the Supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay LD/penalty of 0.5% of order value per week of delay in supply/installation subject to maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the Supplier
		(c)	CSIR-CFTRI reserves the right to cancel the Purchase Order in case the delay in supply is more than 10 weeks. Penalties, if any, will be deducted from the PS.
9	GCC 2.34.1	Applicable Law / Jurisdiction	
		The place of jurisdiction is Mysore, India.	
10	GCC 2.35.1	For notices, the Purchaser's address is The Director Attention: The Controller of Stores & Purchase CSIR-Central Food Technological Research Institute Mysore- 570 020, Karnataka-India Tel #: 00 91 821 2515440/5447 Email: cosp.cftri@csir.res.in	
11	GCC 3.2	This tender is governed by the Government of India rules for Integrity Pact (IP). Failing to sign & enclose the integrity pact along with the Technical bid would result in the disqualification of the bidder. Integrity Pact (IP) would be implemented through a panel of Independent External Monitors (IEMs) who have been appointed by the CSIR in consultation with the Central Vigilance Commission. Names and contact details of the Independent External Monitor(s) are listed below	
		SHRI JAGADIP NARAYAN SINGH, IAS (Retd), E-Mail: jagadipsingh [at] yahoo [dot] com jagadipsingh@yahoo.com	SHRI ARUN KUMAR GUPTA, Ex-CMD, SCI, E-Mail: guptaarun55 [at] rediffmail [dot] com guptaarun55@rediffmail.com

CHAPTER 3

(To be filled by the bidder and enclosed with the Technical Bid)

SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify the time frame required (Schedule) for delivery of goods and services to be completed by the bidder (in reference to Scope of Supply given in Clause-4.2 of Chapter-4) if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

A) Delivery Schedule:

Sr. No.	Brief Description of Goods and Services	Quantity & Unit	Delivery Schedule
1	500 MHz FT-NMR Liquid State Spectrometer with Solid State Accessory	1 No	

B) Period of delivery shall start from : _____

C) Term of Delivery / Delivery Term (named port of shipment or named place of delivery:

Goods from Abroad	CIP, Bangalore/DDP, CFTRI, Mysore
Goods from India	FOR, CSIR-CFTRI, Mysore

D) Scope of Supply:

E) Time frame required for conducting installation, commissioning of the equipment, acceptance test, training, etc. after the arrival of consignment or before dispatch of equipment:

Sr. No.	Activity	Time Frame
1	Site Preparation (if required)	
2	Installation & Commissioning	
3	Acceptance Test	
4	Training (Location, No. of persons, period of training, nature of training)	
5		

Place : _____ Signature of the Bidder : _____

Date : _____

Notes for Bidders:

(1)	1. The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.
(2)	2. The date or period for delivery should be carefully specified, taking into account the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules.

Chapter 4

Specifications and Allied Technical Details for Supply, Installation and Commissioning of 500 MHz FT-NMR Liquid State Spectrometer with Solid State Accessory

4.1 End Use: Research and Development

4.2 Detailed Technical Specifications for 500 MHz FT-NMR Liquid State Spectrometer with Solid State Accessory

A state of the art 500 MHz FT-NMR liquid state spectrometer and solid state accessory

Instrument components	Specification
Magnet	Ultra shielded super-conducting magnet with an operational frequency of 500 MHz for proton
	Standard bore size - 54 mm
	Low drift rate (less than 10 ppb /h (5 Hz/h) of the Magnetic field.
	Liquid Helium hold time (280 days or more)
	Liquid Nitrogen time (14 days or more)
	Helium flow system connectivity option to Helium recovery system
	Digital monitors for Helium and Nitrogen levels
	Built in cryo and room temperature shims
	Appropriate damping stand system facilitating upright position of the magnet
Console	State-of-the-art 500 MHz FT-NMR console with Z-Gradient, equipped with double resonance (Two Channels) having capabilities for further upgrading to more channels.
Console General electronics	500 MHz FT-NMR console needs to support both liquid state and solid state(CP-MAS) experiments and for Variable temperature recording (including Low temperature and high temperature spectral recording for ^1H and other broad band nuclei.
	Console needs to have capability to support future HRMAS probe upgrade and HRMAS experiments
	Console must encompass appropriate preamplifiers to support both liquid state and solid state(CP-MAS) 1D and 2D experiments, Preamplifier with multi nuclei receive capability is preferable
	Console needs to be compatible with fully integrated automatic tuning and matching with ATM probes

	Console need to support room temperature Shim system (more than 20)
	Console need to support digital NMR lock for ^2H / ^{19}F
	Console needs to support VT Control experiments
Console specifics	<p>RF Channels having broad band transmittance and also broadband receiving capability</p> <p>Proton channel: 5 ns to 12.5 ns timing resolution</p> <p>X nuclei channel range: 5 ns to 12.5 ns timing resolution</p>
	<p>RF Amplifier:</p> <p>Proton channel RF power more than 300 W</p> <p>X nuclei channel RF power: 500 W</p>
	Gradient Amplifier for Z gradient : more than 40 G/cm
Probes	
Liquid state probe	Broad band liquid state recording probe designed for direct X-nuclei observation with ^1H decoupling and ^1H (indirect observation). The X-nuclei range to be including ^{19}F and other having ^{13}C and other nuclei including ^{31}P to ^{109}Ag . Probe to be capable to offer single or multiple solvent suppression with sensitivity for X and ^1H detection facilitating the qNMR for both X and ^1H .
	To be compatible with Automatic tuning and matching
	The probe to support for ^2H lock, include Z gradient,
	Probe need to support VT temperature range of ($-100\text{ }^{\circ}\text{C}$ to $+150\text{ }^{\circ}\text{C}$ ($-150\text{ }^{\circ}\text{C}$ to $+150\text{ }^{\circ}\text{C}$ is preferable),
	Standards kit to be provided
	Rotors (Spinners) 4 nos (2 plastic and 2 ceramic)
Solid state probe	4mm CPMAS probe compatible with standard bore magnet
	The solid state probe to be equipped with an automatic tuning and matching unit (ATMA) supporting tuning and matching of all channels and frequencies as well as automated magic angle (MA) adjustment
	X nuclei range to include ^{13}C , ^{15}N to ^{31}P , ^{39}K , ^{109}Ag
	Mas rotations frequency more than 12 kHz
	Temperature range: ($-80\text{ }^{\circ}\text{C}$ to $+150\text{ }^{\circ}\text{C}$) ($-80\text{ }^{\circ}\text{C}$ to $+200\text{ }^{\circ}\text{C}$ preferable)
	Solid standards kit to be provided

Accessories	MAS pneumatics/controller accessory for solid state NMR to be provided
	Zirconium oxide rotors for solid state NMR (5 Nos)
	VT accessory for solid state probe and liquid state probe to be provided
	Helium transfer line and nitrogen filling kit to be provided for facilitating liquid Helium and liquid Nitrogen filling
	Appropriate 10KVA online UPS with batteries for minimum backup for 60 mts of full load conditions
	Liquid Nitrogen cans: 4Nos, Can Capacity-51.5 L
	Liquid Nitrogen and liquid Helium to be supplied for the installation
	Liquid Helium supply and filling support for two years after first refilling from the installation
Data storage and Software	A high end work station connected to spectrometer and also additional system for data processing comprising following configuration Work station with i7 processor, 32 GB RAM, 4GB GPU, 2TB SSD, 31.5 inch full HD LED monitor with preinstalled OS compatible with NMR software,
	Appropriate data acquisition and data processing software including quantification, with at least 1 additional licence
Training	Onsite training is essential to the end user
Warranty	Onsite comprehensive warranty for three years from the date of satisfactory commissioning
Qualification	Installation qualification, Performance qualification, Operation qualification are essential

4.3 Scope of Supply and incidental works: Scope of Supply includes the following:

- I. Supply of the equipment / system along with the accessories.
- II. Installation, Commissioning and Acceptance by the end user
- III. Training as specified in tender
- IV. On site comprehensive Warranty as specified in SCC
- V. Annual Maintenance Contract / Maintenance Support as specified in BoQ
- VI. Delivery Schedule as specified in SCC

4.4.2 Manufacturer's Inspection Certificate

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's facility by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

4.4.3 Installation, Commissioning and Acceptance Test

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

On the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.

The acceptance tests at the final destination include the following:

a)	
b)	

4.5 Training

1)	Location	
2)	Number of persons	
3)	Period of Training	
4)	Nature of Training	

CHAPTER-5

Price Schedule forms

Bidders are requested to upload their financial bid with detailed price breakup in PDF along with the BOQ. If the price is quoted in foreign currency, the delivery terms shall be CIP Bangalore/DDP Mysore whereas for INR quotation, the delivery terms shall be FOR, CSIR-CFTRI, Mysore. No optional item shall be included in the detailed PDF price bid. The total price given in the PDF should exactly match the price quoted in the BOQ. In case of any difference, the price quoted in the PDF shall prevail.

CSIR-CFTRI is a Public Funded Research Institute under the Department of Scientific & Industrial Research, Government of India and concessional Custom duty @ 0/5.15% is applicable for the goods purchased for Research purposes vide Government of India vide Notification No.51/96-Customs dated 23-July-1996, as amended from time to time.

CSIR-CFTRI is not eligible to issue any GST concessional rate certificate. Hence, the bidder may submit their bid accordingly.

CHAPTER-6

Qualification Requirements

6.1 Eligibility Criteria

a) Legal Valid Entity:

The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Indian Companies Act, 1956 or as per rules prevailing in the country of origin/shipment

Bidder may be Joint Venture, Consortium or Association so long as they are formed and registered prior to the bid submission date.

Copy of Certificate of Incorporation issued by Registrar of firms/companies is to be submitted in support of this criterion or as per rules prevailing in the country of origin/shipment

b) In case of Global Tender Enquiry, Indian Agent quoting on behalf of Foreign Principal Supplier should submit a certified copy of an Agreement/Memorandum of understanding (MOU) between both the parties, detailing services to be rendered by the Agency.

c) An undertaking (self-certificate) is to be submitted to demonstrate that the bidder satisfies the bidders' eligibility criteria, as mentioned in ITB Clause 1.1.2 in the form of declaration by the Bidder for Code of Integrity & conflict of interest as per **Chapter-8: Annexure-H**.

d) Declaration by the bidder on letter head that he has not been disqualified or black listed or suspended by any other lab of CSIR or any other Govt. Organization/Govt. of India establishment or suspended by CPPP or GEM portals, in the past 24 months.

6.2 Technical Qualification

Criteria 1 - Experience and Past Performance:

- a) The bidder (manufacturer or principal or authorized representative – hereinafter referred simply as 'The Bidder') should have regularly for at least the last **5 (Five)** years, ending 31st March of the previous financial year (hereinafter called 'The relevant Date'), manufactured and supplied (/erected/ commissioned 500 MHz FT-NMR Liquid State Spectrometer with Solid State Accessory with same or higher specifications (herein after called 'The Product'). The bidder should submit the manufacturer authorization form as appended in Chapter-8 and
- b) 'The bidder' should have manufactured and supplied (erected/commissioned) at least **TWO** numbers in any Institute of Govt. of India/PSU/Universities (herein after referred as 'The Qualifying Quantity') of 'the Product' and out of which at least **one** in the last three years

Criteria 2 - Capability- Equipment & manufacturing Facilities: NA

'The bidder' must have an annual capacity to manufacture and supply (/erected/ commissioned) at least
NA (The Qualifying Quantity)

Note: In case of multiple products in a tender, this criterion shall be applicable product wise. For example, in case of Printing Paper of different specifications/sizes, it shall be applicable to quantity of paper manufactured and supplied specification/size wise.

6.3 Financial Qualification Criteria -NA

- a) The average annual financial turnover of 'The bidder' during the last three years, ending on 'The relevant Date', should be at ₹.....NA..... as per the annual report (audited balance sheet and profit & loss account) of the relevant period.
- b) A copy of the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries, is to be submitted in support of this criterion. NA
- c) The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on 'The Relevant Date' and also ii) should have not eroded by more than 30% (thirty percent) in the last three years. Self-declaration on letterhead of the company to be provided in support of this.
(Documentary evidence or supporting document).

Note: In case of Indian Bidders/companies (manufacturer or principal of authorized representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.

Applicability in Special Cases:

- a) **Applicability to 'Make in India':**
Bidders (manufacturer or principal of authorized representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

i)	their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
ii)	the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
iii)	the bidder (manufacturer or principal of authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by them self and such foreign Manufacturer for satisfactory manufacturing, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

- b) **Authorized Representatives:**
Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:

i)	their principal manufacturer meets all the criteria above without exemption, and
ii)	the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
iii)	the bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

c) **Joint Ventures and Holding Companies:**

Credentials of the partners of Joint ventures cannot be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

Note for Bidders:

a) **'Doctrine of Substantial Compliance':**

The Pre-Qualification Bidding (PQB) and Pre- Qualification Criteria (PQC) are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

b) 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 or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

c) In case of agents quoting in offshore procurements, on behalf of their principal 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:

i)	The Principal manufacturer directly or through one Indian agent on his behalf; and
ii)	Indian/foreign agent on behalf of only one principal.

d) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining their available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

e) Supporting documents submitted by the bidder must be certified as follows:

i)	All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.
ii)	All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

f) A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.

g) Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.

CHAPTER 7

Contract Form

For details kindly refer Standard Tender Documents uploaded at CSIR-CFTRI website i.e. www.cftri.res.in →Tender

CHAPTER 8

Other Standard Forms

(To be enclosed as indicated below)

TABLE OF CONTENTS

Sl. No.	Name	Annexure
1	Bid Security Form (to be enclosed with the technical bid)	A
2	Bid Securing Declaration. (to be enclosed with the technical bid)	B
3	Bidder Information Form (to be enclosed with the technical bid)	C
4	Bid Form	D
5	Manufacturers' Authorization Form (to be enclosed with the technical bid)	E
6	Performance Statement Form (to be enclosed with the technical bid)	F
7	Service Support Detail Form (to be enclosed with the technical bid)	G
8	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder (No applicable for the tender)	H
9	Certificate of local content with percentage	I & J
10	Integrity Pact (to be enclosed with the technical bid)	K
11	Self-Certification (to be enclosed with technical bid)	L
12	Deviation Statement Form (to be enclosed with the technical bid)	M
13	Performance Security Form (to be submitted on award of Contract)	N
14	Acceptance Certificate Form (to be submitted on award of Contract)	O
15	Non-Blacking declaration	P
16	Check List	

Note: Please refer clause 1.10.1 of the bidding documents for other documents to be attached with the bids/offers

For details kindly refer Standard Tender Documents uploaded at CSIR-CFTRI website i.e. www.cftri.res.in →Tender

The Terms and conditions of Standard Tender Documents uploaded at CSIR-CFTRI website i.e. www.cftri.res.in →Tender is integral part of this tender.

CHAPTER- 9

Check List

Tender No.		
Sr. No.		
1	Approximate weight & dimension of the Consignment	Approximate dimensions of the consignment
2	Indian Customs Tariff No. and HSN No. (ICT & HSN No.)	
3	Country of Origin	
4	Type of Supplier	
5	Mode of Shipment By Air / Road	
6	Delivery Term (INCO Term), as the case may be if supplied from abroad	
7	Delivery Schedule including Supply, Installation, Commissioning, Training & Acceptance	
a)	Delivery of the Item as per Chapter-4/BoQ [In weeks / Days / Months] from the date of PO/ establishment of LC	
b)	Installation & Commissioning from the date of Delivery of item [In weeks/Days/Months]	
c)	Training from the date of Installation & Commissioning of item [In weeks/Days/Months]	
d)	Acceptance from the date of Training [In weeks/Days/Months]	
8	Installation & Commissioning (if any) Quoted Price inclusive	Yes/No
9	Training (if any) Quoted Price inclusive	Yes/No

10	Payment Term	
11	Currency of Bid/Quotation	
12	Statutory Levies [GST/IGST or any other taxes, duties] % of tax to be mentioned.	
13	Bidder GST No.	
14	Bidder Bank Details along with Cancelled cheque	
15	Insurance Coverage as per GCC/SCC Clause No.2.17.1	
16	Warranty	
17	Agree to submit Performance Security as per GCC/SCC Clause No.2.13.1	
18	Validity of offer as per Tender document	
19	Order to be placed [Full address, Tel #, Fax #, Email Id, Contact Person]	
20	Any other	
21	Total Price quoted as per BoQ/Price Schedule/List of Deliverables inclusive of tax	Yes/No (Price not to be revealed)
22	Self-declaration (Annexure-L), if country of Origin is Foreign, Bidders may provide the details, as per GOI Procurement Policies (DIPP Order No.P-45021/2/2017-PP (BE-II).	

Tender No.:

ANNEXURE-A

BID SECURITY FORM

Whereas

_____ (hereinafter called the tenderer)

has submitted their offer dated _____
for the supply of _____
(hereinafter called the tender)

Against the Purchaser's Tender No. _____

KNOW ALL MEN by these presents that WE _____
of _____ having our registered office at
_____ are bound unto _____ (hereinafter called the "Purchaser")

In _____ the _____ sum _____ of _____

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender OR
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(a)	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(b)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Tender No.:

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 <ul style="list-style-type: none"> (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)

Tender No.:

ANNEXURE-C

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 of 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]*

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

Signature of Bidder _____

Name _____

Business Address _____

Tender No.:

ANNEXURE-D

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Tender No. :

To : Director, CSIR-CFTRI, Mysore

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, including Addenda No.: <i>[insert the number and issuing date of each Addenda]</i>
(b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services <i>[insert a brief description of the Goods and Related Services] as specified in Chapter 4</i>
(c)	The total price of our Bid, excluding any discounts offered in item (d) below, is: <i>[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]</i>
(d)	The discounts offered and the methodologies for their application are: Discounts. If our bid is accepted, the following discounts shall apply. <i>[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]</i>
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.17.1, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
(g)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: <i>[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]</i>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

(h)	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
(i)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed : *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name : *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, *[insert date of signing]*

Tender No.:

ANNEXURE-E

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 in accordance with Clause 2.20 of the General Conditions of Contract, 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]*

PERFORMANCE STATEMENT FORM

Details of similar equipment / systems supplied & installed during past 3 years in India & Abroad

Tender No.:

Name of the Bidder_____

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed/ working satisfactory? (Attach a certificate from the purchaser / Consignee)	Name of Contact person along with Telephone No., Fax No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Tender No.:

SERVICE SUPPORT DETAIL FORM

Sr. No.	List of similar type of equipment's serviced in the past 3 years	Address, Telephone Nos., Fax No. and e-mail address of the buyer	Nature of training Imparted/ service provided	Name and address of service provider

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

Tender No.:

ANNEXURE-H

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/Madam,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 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 Seal

Tender No.:

ANNEXURE-I

Certificate of Local Content
(to be enclosed along with Technical Bid)

We M/s. _____ (Name of Bidder) hereby certify that we meet the minimum
Local content for the Goods and services offered vide our offer/bid No. _____ dated
_____ as specified below:

- Class-I Local Supplier with local content of 50% and above
OR
- Class-II Local Supplier with local content of 20% and above but less than 50%
(Tick appropriate category of Local Supplier)

We are not claiming the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Signed : [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name : [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Tender No.:

ANNEXURE-J

**Certificate of Price break up of Local Content
(to be enclosed along with Price Bid)**

Ref: Clause 1.30.9 and Chapter-9(Part-A) of the Tender No. _____

We M/s. _____ (Name of Bidder) hereby certify that we meet the minimum

Local content for the Goods and services offered vide our offer/bid No. _____ dated _____ as specified below:

- Class-I Local Supplier with local content of 50% and above
OR
- Class-II Local Supplier with local content of 20% and above but less than 50%
(Tick appropriate category of Local Supplier)

Minimum Local content is _____ % as per Price break up given below:

Component of Cost		Imported Product		Domestic value addition to product	
		In Foreign Currency US% or specify	In Rupees Exchanged Rate 1 US\$ - Rs.	In Rupees	Location of value addition
Goods					
i)	Material				
ii)	Equipment				
iii)					
	Total Quoted Price = [X + Y]		X=	Y=	

$$\% \text{ Local Content} = \left[\frac{Y}{X + Y} \right] \times 100$$

We are not claiming the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as Local value addition.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Signed : [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name : [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____,

Format of Integrity Pact**INTEGRITY PACT**

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as "The Principal".

Andherein referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as

mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The persons signing IP shall not approach the courts while representing the matters to IEMs and he / she will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex - "B".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

- (1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness 1:(Name & Address): _____

Witness 2:(Name & Address): _____

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

SELF CERTIFICATION

With reference to Clause No. 1.1.3 of this tender and Gol Ministry of Finance Order No.: F. No. 6/18/2019-PPD dated 23rd July, 2020 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)" & OM No. F. No. 18/37/2020-PPD dated 8thFebruary, 2021 and as amended from time to time on the date of issue of Tender:

It is certified that

- ☐ We are not a bidder of a country which shares a land border with India.

OR

- ☐ We are a bidder of a country which shares a land border with India, however, we are eligible to bid in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (Gol) Order No. 6/18/2019 – PPD dated 23rd July 2020. Copy of valid registration is attached.

- ☐ Tick as

applicable Place:

Date:

Authorised Signatory Name:
Company Seal

Tender No.:

DEVIATION STATEMENT FORM**PART –I**

The following are the particulars of deviations from the requirements of the tender specifications:

Sl.No.	Name of Specifications/ Parts/Accessories of Tender Enquiry	Specifications of quote Model / Part / Accessory	Compliance whether YES/NO	Deviation, if any to be indicated in unambiguous terms (The compliance/ Deviation should be supported by relevant Technical Literature)	Technical justification for the deviation, if any. If specification is superior / inferior than asked for in the enquiry, it should be clearly brought out in the justification

Signature of Bidder

- If the Bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- The Technical and Commercial deviations should be indicated separately.
- If the Bidder fails to enclose the compliance statement, his bid is likely to be rejected.
- Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Place:

Date:

Signature and seal of the Manufacturer/Bidder

Tender No.:

PERFORMANCE SECURITY FORM/STAND-BY LETTER OF CREDIT**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY/ STAND-BY LETTER OF CREDIT**

To,

.....

WHEREAS..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No. dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, Name & Address of the Issuing Branch of the Bank

Note:

Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Tender No.:

Annexure - 0

Acceptance Certificate					
PO No.				Date:	
Sub: Certificate of Supply, Installation, Commissioning, Training and Acceptance of Goods & Services					
1	This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed, commissioned and accepted.				
(a)	Contract No.				
	Date				
	Value				
	Mode of Shipment				
(b)	Description of the Equipment				
(c)	Name of the Consignee		CSIR-CFTRI, Mysore		
(d)	Scheduled date of Delivery of the Consignment to the Laboratory/Institute				
(e)	Details of LC Established				
	Date of Establishment		Date of Shipment		Date of Expiry
(f)	Actual date of receipt of Consignment by the Laboratory/Institute				
	Date of Shipment		Date of Receipt at CSIR-CFTRI		
(g)	Scheduled date for completion of Installation, Commissioning and acceptance				
(h)	Actual date of completion of Installation, Commissioning and acceptance				
(i)	Penalty for Late Delivery (at Laboratory / Institute level) Rs.				
(j)	Penalty for Late Installation, Commissioning and Acceptance (at Laboratory / Institute level) Rs.				
2	Details of accessories/items not yet supplied and recoveries to be made on that account				
Sr. No.	Description			Amount to be recovered	
3	The acceptance test has been done to our entire satisfaction. The Supplier has fulfilled his contractual obligations satisfactory - Yes				
	OR				
	The Supplier has failed to fulfill his contractual obligations with regard to the following:				
Sr. No.	Description			Amount to be recovered	
The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Para 3					
4	Liquidated Damages/Penalty Percentage				
	No. of Days / Weeks delayed				
5	Warranty Details				
6	Training, if any		COMPLETED/ NOT COMPLETED (attach training Certificate/document, if any)		
7	Details of Performance Security submitted in the form of Bank Guarantee / Demand Draft				
	BG No.	Date	Amount in Rs.	Valid till	% of BG
For Purchaser (Indenting Officer)			For Purchaser (Project Leader)		
Signature			Signature		
Name			Name		
Designation			Designation		
Name of the Laboratory/Institute		CSIR-CFTRI	Name of the Laboratory/Institute		CSIR-CFTRI
Date			Date		
For Supplier					
Signature					
Name					
Designation					
Name of the Supplier					
Date					

Annexure- P

Non-Blacklisting declaration
(To be given on Company Letter Head)

Date:

**To,
The Director,
CSIR-CFTRI, Mysore**

Sub: Undertaking for not being black listed

Tender Reference No.:

We confirm herewith that our company is not blacklisted, debarred or prosecuted by any Central Government or State Government department/Government Organization/PSU for corrupt, fraudulent or any other unethical business practices, we do not have any litigation pending with any of the Govt. Organizations.

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**