



सी एस आई आर - केंद्रीय नमक व समुद्री रसायन अनुसंधान संस्थान
गिजूभाई बधेका मार्ग , भावनगर -364002 गुजरात (भारत)

CSIR-CENTRAL SALT & MARINE CHEMICALS RESEARCH INSTITUTE
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TENDER NO: AMC(208)/23-24/PB/T-138

Date: 15.02.2024

To
M/s Malvern Panalytical (OEM)
Through
M/s Spectries Technologies Pvt Ltd.
Gargano 122001, Haryana

Dear Sirs,

Sub: Supply of "AMC for PXRD Empyrean"

INVITATION FOR OFFLINE BIDS

Director, CSIR-CSMCRI, Bhavnagar herein after called as the 'Purchaser' invites bids from Manufacturer (OEM) or exclusively authorized service Provider who are either **Eligible** as per the Order No. P45021/2/2017-PP) BE-II), dated: 16 September 2020 issued by DIPP, Ministry of Commerce and Industries, GoI for purchase of items listed below:

Sr. No.	Description of items	Qty
1	AMC for PXRD Empyrean Model No: EMPYREAN Powder X-Ray diffractometer (SR. No. DY1251) AMC Period: One Year No. of Visits: (1) Preventive Maintenance Visits: 02 (2) Breakdown Visits: 01 Scope of Work: Routine Services, maintenance and check-up of Empyrean Powder X-Ray diffractometer instrument.	1
(The prospective Bidder is requested to kindly go through the terms and conditions before formulating and submitting your bids)		

1. You may obtain further information from our website <https://www.csmcni.res.in>. Alternatively, the bidding documents can be downloaded directly from our website www.csmcni.res.in /<https://www.eprocure.gov.in/epublish/app> free of cost. However, the bid is to be **submitted offline only i.e. (hardcopy/email)** on or before the date and time indicated below in para 3.

2. Bid will be opened offline on the specified date and time as mentioned. In event of the date specified for opening of bid being declared as a closed holiday for purchaser's office, the due date for submission of opening of bid will be the following working day at the Appointed time

3. The bid must be submitted offline on or before **19.02.2024** (Date) up to **18:00** hours (IST) and shall be opened on **21.02.2024** (Date) at **11:00** hours. (IST)

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

Yours faithfully,

(Stores and Purchase Officer)
For and on behalf of CSIR

NOTE:

1. The tender form. Bid documents may be downloaded from the website: <https://etenders.gov.in>

2. Bids must be mandatorily submitted online through Central Public Procurement Portal- <https://etenders.gov.in>

3. Tender ID: 2023_CSIR_746060_1

4. Tender Reference number: AMC(208)/23-24/PB/T-138

Terms & Conditions

Eligibility in case of Land Border Share: (please refer OM No. F.No. 7/10/2021-PPD(1) dated 23/02/2023 of Department of Expenditure, Min of Finance, GOI)

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

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

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

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

IV. The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [Applicable for Works contracts, including Turnkey contracts only] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Documents Comprising the Bid

The bid prepared by the Bidder shall include:

- a) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- b) OEM's Authorization Form, in case Bidder is not the OEM
- c) Integrity Pact, if required;
- d) Other documents, if any
- e) Price Bid (in pdf);
- f) Applicable Price Schedule Form ;

Bid Prices

- a) The Bidder shall indicate on the appropriate price schedule form (provided with the Tender), the unit prices of the service it proposes to supply under the contract.
- b) Prices indicated on the price-schedule form shall be entered separately in the following manner:
 - i. The price of the AMC service quoted excluding taxes already paid.
 - ii. GST and other taxes, if any which will be payable on the service if the contract is awarded.
- c) The price quoted shall remain fixed during the contract period and shall not vary on any account.
- d) All listed details must be priced separately.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like TDS etc.), wherever applicable.

Bid Currencies

Prices shall be quoted in Indian Rupees only.

Period of Validity of Bids

Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall 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 (by post, fax or e-mail).

Liquidated Damages

Subject to Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. The maximum amount of penalty shall be 10%.

Force Majeure

Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

Settlement of Disputes

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:

If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause

shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

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; and

Taxes and Duties

For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within and outside India.

For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, GST etc.) wherever applicable.

Right to use Defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

Order Acceptance

The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB.

Payment Term: Payment for Goods and Services supplied from India:

- a. The payment shall be made in Indian Rupees
- b. 100% after completion of annual maintenance contract period subject to satisfactory service certificate given by the concerned user. In special case subject to approval of competent authority, "50% after completion of first six months subject to satisfactory service certificate given by the concerned user and remaining 50% after completion of contract period subject to satisfactory service certificate given by the concerned user.

Note:

All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.

Other Standard Forms
(To be enclosed as indicated below) Table of Contents

S.no	Name
1.	Manufacturers' Authorization Form (MAF) (to be enclosed with the technical bid)
2.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder (to be enclosed with the technical bid)
3.	E-payment details (to be enclosed with the technical bid)
4.	Model Certificate for Land Border Share

OEM' AUTHORIZATION FORM

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

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 Service, manufactured by us *[insert name and or brief description of the Service]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 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]*

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

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,
With reference to your Tender No. _____ dated _____ I/We

hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 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

सीएसआईआर -केंद्रीय नमक व समुद्री रसायन अनुसंधान संस्थान
गिजूभाई बधेका मार्ग , भावनगर 364002 - गुजरात) भारत(
इलेक्ट्रॉनिक फंड ट्रांसफर खाता विवरण

1	खाताधारक का नाम /Name of account holder	
2	पता/ Address	
3	ईमेल पता / e-mail address	
4	दूरभाष संख्या/मोबाईल नंबर/ Phone No./Mobile No .	
5	फेक्स संख्या / Fax No .	
6	स्थायी खाता नंबर/ PAN No	
7	बैंक खाता का विवरण/ Particulars of Bank Account	
)क (बैंक का नाम / A. Name of the Bank	
)ख.(शाखा का नाम / B .Name of the Branch	
)ग.(शाखा कोड नंबर / C .Branch Code	
)घ .(पता / D. Address	
)च .(दूरभाष संख्या / E .Telephone No	
)छ .(खाता संख्या / F .Account No.	
)ज .(प्रकार/ G. Type of Account	
)झ .(आई ऍफ़ एस सी कोड)आर.टी.जी.एस/ऍन.इ.ऍफ़.टी(H .IFSC Code)RTGS/NEFT(
)ट .(एम.आई.सी.आर .कोड / I. MICR code	

हम /मैं यह घोषित करता हूँ की ऊपर दिए गए विवरण पूर्ण एवम् सत्य हैं। अगर अपूर्ण एवम् असत्य जानकारी के कारण कारोबारी में देरी/विफलता होती है तो इसके लिए सी.एस.एम.सी.आर.आई .किसी प्रकार से ज़िम्मेदार नहीं होगा .

खातेदार के हस्ताक्षर

We/ I hereby declare that the particulars given above are correct and complete .If the transaction is delayed or lost because of incomplete or incorrect information, I /we would not hold CSMCRI responsible.

Signature of the account holder
बैंक प्रमाणपत्र

यह सत्यापित किया जाता है कि मेसर्स _____ का खाता संख्या _____ हमारे बैंक/शाखा में हैं और ऊपर दिए गए विवरण हमारे अभिलेखन/रिकार्ड के अनुसार सत्य है.

दिनांक : / /

स्थान:

प्राधिकृत अधिकारी का हस्ताक्षर एवम् बैंक

का मुहर

Bank Certificate

It is certified that M/S _____ has an Account No _____ with our Bank and it is confirmed that the details given above are correct as per our record

Date/ /:

Place:

Signature of the Authorized Official
of Bank with seal

Annexure 4

Land Border Sharing Certificate
Compliance to be submitted on company's letter head

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Sr No.	Description	Bidder's confirmation
1	<i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i>	Agreed

OR

Sr No.	Description	Bidder's confirmation
1	<i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</i> <i>Evidence of valid registration by the Competent Authority is attached.</i>	Agreed

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids)

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

Bidder's authorized signatory with stamp & seal

Format for declaration by the Bidder for Reasonability of Prices
(On the Letter Head of the Bidder)

Ref.No:

Date:

To,
The Director,
CSIR-CSMCRI,
G B Marg Bhavnagar-364002.

Sir,

With reference to your Tender No._____ dated _____ I/We hereby
certify that the price/s offered vide our Quotation No.
_____dated _____is reasonable.

We further certify that the quoted prices are the minimum and we have not quoted the same item/s on lesser rates than those being offered to CSIR-CSMCRI, to any other customers.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal