

# Tender Document For Supply and Installation of CHNS Elemental Analyser

CSIR-Central Food Technological Research Institute Mysore – 570 020, Karnataka-India Tel #: 00 91 821 2515440/5447

Email: <a href="mailto:cosp.cftri@csir.res.in/spo.cftri@csir.res.i

Website: www.cftri.res.in



#### 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

#### 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 In dia), 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 No.	Brief Description of item(s)	Quantity	Type of Bid	Mode of Procurement
1	CFTRI/52365/25-26	CHNS Elemental Analyser	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, <a href="https://etenders.gov.in">https://etenders.gov.in</a>. The submission of e-Bids will be only through the e-Tender portal <a href="https://etenders.gov.in">https://etenders.gov.in</a>. 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: <a href="mailto:cosp.cftri@csir.res.">cosp.cftri@csir.res.</a>in Website: <a href="mailto:www.cftri.res.in">www.cftri.res.in</a>

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

	Date	Time in hours (IST)	Venue
Pre-Bid Conference	Pre Bid Cor	nference is sched	uled on 03-Nov-2025 at
	12.00 AM at	t CSIR-CFTRI, M	ysore (By
	person/Onl	ine)	
	-		

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 <u>cosp.cftri@csir.res.in/spo.cftri@csir</u>

- (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 2,80,000.00 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 guaranty 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 SI. 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 Subr	nission of e-Bid	Date and	Fime of Opening of e-Bid
Date	Time (IST)	Date	Time (IST)
24-11-2025	15:00 Hrs	25-11-2025	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.
- a. 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
- b. 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 intents 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. Bidders are requested to refer CSIR-CFTRI website <a href="www.cftri.res.in">www.cftri.res.in</a> 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)
- 11. 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: -**

- O1. 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.
- O2. Tender Documents may be downloaded from Central Public Procurement Portal <a href="https://www.etenders.gov.in">https://www.etenders.gov.in</a>. Aspiring Bidders who have not enrolled/ registered in e-procurement should enroll/ register before participating through the website <a href="https://www.etenders.gov.in">https://www.etenders.gov.in</a>. 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 <a href="https://www.etenders.gov.in">https://www.etenders.gov.in</a>, 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 <a href="https://www/etenders.gov.in">https://www/etenders.gov.in</a> as per the schedule. The tender document is available on website <a href="https://www.cftri.res.in">www.cftri.res.in</a> 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  $\rightarrow$ 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.

SI.No.	GCC Clause Ref	Condition		
1	GCC 2.1.1(I)	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	Insurance
	0.00 =.=	
		From Abroad
		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.
		Within India
		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.
6	GCC 2.21.3	The Warranty Period for this tender shall be as below:
		1. Three Years Onsite Comprehensive Warranty for Complete Instrument from the date of successful installation
7	GCC 2.22.1	Payment Terms
		The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
		A Payment for Goods supplied from abroad
		Payment of foreign currency portion shall be made in currency of the
		Contract in the following manner:
		(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.
		(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.
		(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.
		(d) Fig. The L/C will be confirmed at the supplier's cost, if requested
		<ul><li>specifically by the supplier.</li><li>All bank charges abroad shall be to the account of the beneficiary</li></ul>
		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.
		(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.
		B Payment for Goods and Services supplied from India
		(a) 100% on bill basis against supply, installation, commissioning and
		training OR
		(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
		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

# **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)	Delive	ery Sc	hedule:			
Sr.	No.			ription of Goods Services	Quantity & Unit	Delivery Schedule
1		CHN	S Elemental An	alyser	1 No	
B)			lelivery shall star			
C)			elivery / Delivery <sup>-</sup> rom Abroad	CIP, Bangalore/DDF	shipment or named pl P, CFTRI, Mysore	ace of delivery:
	Go	ods fr	rom India	FOR, CSIR-CFTRI,	Mysore	
D)	Scop		supply:			
	t <u>raini</u>	ng, et		al of consignment or b	before dispatch of equ	_ <del>-</del>
	Sr.	No.		Activity	y	Time Frame
		1	Site Preparation	on (if required)		
		2	Installation & 0	Commissioning		
		3	Acceptance Te	st		
		4	Training (Location, No. (	of persons, period of t	training, nature of trai	ning)
		5				
Place	e :			Si <sub>{</sub>	gnature of the Bidder	:
Date	:_					
	s for E (1)			cohodulo chall clearly	indicate the time ne	riod within which the successful
	<b>1</b> )	-	bidder must from the dat for installation	deliver the consignme of contract etc. It sh	nent in full from the nould also indicate sep	date of establishment of LC or parately the time period desired after arrival of the consignment
(	(2)			of delivery terms stip		ecified, taking into account the ions to Bidders pursuant to the

# Chapter 4

<u>Specifications and Allied Technical Details for Supply, Installation and Commissioning of</u> CHNS Elemental Analyser

# 4.1 End Use: Research and Development

# 4.2 Detailed Technical Specifications for CHNS Elemental Analyser

# Fully Automated PC controlled Elemental Analyser for automatic determination of C-H-N-S

# 1. Sample type

1.1 The Analyzer should be capable of analysing a wide range of food samples including solids, liquids, pastes, gels, blends and suspensions.

# 2. **Detection range**

2.1 0 to 100% for CHNS. The absolute measuring range for all elements may be mentioned with proof/documentation.

# 3. Sample size

3.1 0.1 to 100 mg or better.

# 4. Analysis Time

 $4.1 \le 8 \text{ minutes}$ 

#### 5. Standard deviation

 $5.1 \le 0.1\%$  of absolute for all elements

# 6. Gas Flow Control

- 6.1 Must be equipped with electronic mass flow controller and digital flow sensors for accurate readout of flow.
- 6.2 All pressure and flow sensors must be electronic for better accuracy. There should be no analogue pressure gauges.
- 6.3 Flow meters on the analyser must be computer controlled.

# 7. Furnace System:

- 7.1 Two zone furnace system, separate for combustion/reduction with independent temperature control for each furnace in CHNS mode.
- 7.2 It should be possible to set different temperature for combustion and reduction.
- 7.3 The controlled furnace temperature should be 1100°C or more and documentary proof has to be attached.
- 7.4 Should have possibility to use ceramic/quartz ash finger to handle high inorganic/halogen or fluorine contents sample.

# 8. Gas Separation:

- 8.1 Advanced chromatographic separation of gases.
- 8.2 It is known that Sulphur needs to be analysed with higher column temperature than Nitrogen, Carbon, and Hydrogen. Hence, all necessary accessories/options in this regard should be quoted as mandatory items.

#### 9. **Detector System:**

9.1 Oxygen free temperature stabilised TCD detector or IR detector for measurement of CHNS.

# 10. Autosampler System:

- 10.1 Electronic/ electro- mechanical auto sampler system with 120 positions or more.
- 10.2 Liquid, solid sample preparation accessories / sealing device should be included.
- 10.3 The autosampler should ensure zero blank setting and complete removal of atmospheric gases before sample injection into the reactor/ furnace.

#### 11. Microbalance:

- 11.1 Microbalance (Mettler/Sartorius make only) should have a readability of 0.001 mg or better, accuracy of  $\pm 0.002$ mg traceable to NIST and it should be interfaced with analyser to enable for direct transmission of weighing data.
- 11.2 Calibration should be fully internalised and automatic.
- 11.3 The balance should have high readability and excellent repeatability.
- 11.4 Should be equipped with anti-vibration features and draft shields to minimize external influences on measurements.

#### 12. Software:

- 12.1 Must be Windows based, compatible with the recent version i.e., windows 11 or newer and should have display set and actual pressures, flow rates, temperatures, number of samples analysed with provision for setting maintenance interval with warning when maintenance needed.
- 12.2 Should have the feature of Data Export CSV, PDF, LIMS Integration via USB/Ethernet.
- 12.3 Should have automated protein calculation.
- 12.4 Should have segmented leak check through software to enable identification of exact position of leaks.
- 12.5 A branded PC(Dell/HP) with CPU Intel i7, 14<sup>th</sup> generation or better,32GB Ram, 512GB SSD and 1TB HDD, Windows 11 OS, 1 additional LAN card with 21" Monitor and Duplex Laser printer MFP needs to be supplied.
- 12.6 If any upgrade in Windows OS, OEM should provide compatible software upgrade free of cost in future, for a period of 10 years

# 13. Warranty:

- 13.1 Three Years Onsite Comprehensive Warranty for Complete Instrument from the date of successful installation
- 13.2 Five Years Onsite Comprehensive Warranty on TCD or IR detector
- 13.3 Ten Years Onsite Comprehensive Warranty on the Furnace.

#### 14. Consumables

14.1 Consumables for 5,000 sample analyses in CHNS mode to be supplied. This should include tin capsules, tin boats, reagents and chemicals for refilling, catalysts, ash fingers, combustion/reduction tubes, etc.

#### 15. Gases

15.1 UHP grade Helium and Oxygen gas cylinders with double stage SS 316 grade regulator needs to be quoted along with suitable tubings.

# 16. Installation & Training

16.1 Installation should be done by a qualified Service Engineer. On-site training to the CSIR-CFTRI staff, regarding, instrument configuration, experimental set-up, calibration, maintenance, data acquisition and report generation should be provided by the application specialist.

#### **Eligibility Criteria and General Compliance**

- 1. A point wise compliance statement as per the specifications must be submitted along with the offer. All specifications must be clearly highlighted n the brochure for verification and all eligibility conditions should be verifiable.
- 2. Original Equipment Manufacturers (OEM), its subsidiary, and authorized dealers in India can quote for this instrument. If the Authorised Vendor of the OEM is quoting, then an official letter on the Letter Head to be attached from the OEM indicating the Tender Number that the OEM will be completely responsible for the Supply and Service/Repair, etc., during the warranty and postwarranty for a period of 10 years and provide the required spares for minimum of 10 years, from the date of satisfactory installation.
- 3. The quoted model product catalogues attached along with the tender bid, should be available in the Global Public Platform (example in their official website or any other authentic source) and if CSIR-CFTRI requires to verify with the OEM, the complete contact details of the official, who is authorized by the OEM, to be provided, along with their Mobile/Telephone Number. E-Mail ID, Postal Address, etc., in the Technical Bid.
- 4. The bidder should provide the user list in India, along with the complete contact details including E-Mail ID, Mobile/Telephone No., etc. and the bidder should have installed minimum Five CHNS instrument in any Government Research Organizations such as CSIR, ICMR, ICAR, IISc, IITs, etc. in India.
- 5. The supplier must submit OEM technical brochures and proper application notes/manuals adequately explaining and confirming the availability of the features in the model of the equipment being quoted.
- 6. All future software upgrades done by OEM, and also consequent to MS Windows OS upgrades, to be provided free-of-cost, during the life-time of the instrument.
- 7. Number of service engineer(s) employed by them who is/are competent to service the equipment being quoted with their locations in India.
- 8. Service to be provided as and when the request is raised and the service engineers must be stationed in Mysuru/Bengaluru.
- 9. All consumables for trouble free operation should be supplied including tin capsules, tin boats, combustion/reduction tubes, ash fingers, chemicals for refilling, etc.
- 10. Perform IQ/OQ tests and provide the certificates with suitable traceable standards.
- 11. On-site training to be provided for operation, maintenance, calibration, application software, method development, data acquisition, post run analysis, qualitative and quantitative analysis, report generation, printing the results and also analyze some food samples at the time of installation.
- 12. To provide relevant published application notes and methods for food analysis by the OEM.

# 4.3 <u>Scope of Supply and incidental works</u>: 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 ac	The acceptance tests at the final destination include the following:		
a)			
b)			

#### 4.5 Training

1)	Location	
<b>O</b> )	No	
2)	Number of persons	
3)	Period of Training	
4)	Nature of Training	
,	<b>3</b>	

#### 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 of authorized representative hereinafter referred simplyas 'The Bidder') should have regularly for at least the last **5** (**Five**) years, ending **31**st March of the previous financial year (hereinafter called 'The relevant Date'), manufactured and supplied (/erected/ commissioned CHNS Elemental Analyser 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 <u>Five</u> numbers in any Institute of Govt. of India/PSU/Universities (herein after referred as 'The Qualifying Quantity') of 'the Product'.

'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

- 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 equivalentin 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) whohave 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.
	5 71 5
iii)	the bidder (manufacturer or principal of authorized representative) furnishes along
	with the bid a legally enforceable undertaking jointly executed by them self and
	suchforeign 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 tenderenquiry. 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 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**

Name	Annexure
Bid Security Form (to be enclosed with the technical bid)	А
Bid Securing Declaration. (to be enclosed with the technical bid)	В
Bidder Information Form (to be enclosed with the technical bid)	С
Bid Form	D
Manufacturers' Authorization Form (to be enclosed with the technical bid)	E
Performance Statement Form (to be enclosed with the technical bid)	F
Service Support Detail Form (to be enclosed with the technical bid)	G
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)	Н
Certificate of local content with percentage	I & J
Self-Certification ( to be enclosed with technical bid)	L
Deviation Statement Form (to be enclosed with the technical bid)	M
Performance Security Form (to be submitted on award of Contract)	N
Acceptance Certificate Form (to be submitted on award of Contract)	0
Non-Blacking declaration	Р
Check List	<u> </u>
	Bid Security Form (to be enclosed with the technical bid)  Bid Securing Declaration. (to be enclosed with the technical bid)  Bidder Information Form (to be enclosed with the technical bid)  Bid Form  Manufacturers' Authorization Form (to be enclosed with the technical bid)  Performance Statement Form (to be enclosed with the technical bid)  Service Support Detail Form (to be enclosed with the technical bid)  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)  Certificate of local content with percentage  Self-Certification ( to be enclosed with the technical bid)  Deviation Statement Form (to be enclosed with the technical bid)  Performance Security Form (to be submitted on award of Contract)

Note: Please refer clause 1.10.1 of the bidding documents for other documents to be attached withthe 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**

	Спеск	List
Tender No.	CFTRI/52365/25-26	
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, Insta	Illation, 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	of tax	(Price not to be revealed)
22		of Origin is Foreign, Bidders may provide the s (DIPP Order No.P-45021/2/2017-PP (BE-II).

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

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)