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|  | <b>सी.एस.आई.आर- हिमालयजैवसंपदाप्रौद्योगिकीसंस्थान</b><br><b>CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY</b> |  |
|   | (वैज्ञानिकतथाऔद्योगिकअनुसंधानपरिषद्/ Council of Scientific & Industrial Research                                   |   |
|   | पोस्टबॉक्सनं.-06, पालमपुर-176061 / Post Box No.06, Palampur-176 061<br>(हिमाचलप्रदेश/Himachal Pradesh), भारत/India |   |
|   | email: spo@ihbt.res.in, Phone: 91-1894-233339, Extn. 333   |   |

*निविदाकेलिएनिमंत्रण* / INVITATION TO TENDER

सं./No. 4/5(466)21-Pur

January 7, 2022

सेवामें/To

प्रियमहोदय/Dear Sirs,

We are interested in procuring of the following materials as per the terms and conditions given below. Kindly submit your detailed tender **through e-procurement portal** (*etenders.gov.in*): **Latest by 27.01.2022 – 3.00 PM. To be opened on 28.01.2022 at 3.00 PM.**

| क्रमांक<br>Sl. No. | वस्तुकाविवरण/DESCRIPTION OF ITEM  | मात्रा/QTY. | Unit/इकाई |
|--------------------|---|-------------|-----------|
| 1.                 | Mobile Workstation with following basic specifications:<br>1) Processor: Intel Xeon W-11855M OR Higher<br>2) RAM: 128GB DDR4 3200 MHz<br>3) Storage HDD: At least 4 TB Solid State Drive with scope of expandability to higher capacity<br>4) GPU Card: NVIDIA RTX A5000<br>5) OS: Ubuntu Linux<br>6) Battery: 6 Cell with at least 90 Wh or higher<br>7) Accessories: Inbuilt webcam, USB and HDMI ports, speaker and microphone, Battery charger/Adaptor with Indian cords etc.<br>8) Screen Size: 15 inches or higher<br>9) Warranty: At least 3 years | 01 (One)    | No        |

**निबंधनएवंशर्तें/ Terms & Conditions**

**1. Price:** The Price shall be quoted on FOR, CSIR-IHBT, Palampur (HP) basis. However, GST has to be paid at concessional rates @ 5% under notification no. 45/2017 and 47/2017 Department of Revenue, Ministry of Finance (Government of India) dated 14/11/2017.

**2. Delivery Schedule:** The delivery period is the essence of the supply; hence it must be indicated specifically in the quotation.

**3. Reasonability of Prices:**

a) Please quote best minimum prices applicable for a premiere Research Institution, **leaving no scope for any further negotiations on prices.**

b) A certificate should be given to the effect that the quoted prices are the minimum and they have **not quoted** the same item on lesser rates than those being offered to **CSIR-IHBT** to any other customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.

**4. Payment Terms:** 100% will be made after acceptance of materials in good conditions.

**5. PENALTY CLAUSE FOR LATE DELIVERY:**

Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.

In case of delay in supply on part of the supplier, a penalty @ 0.5% per week of Order/FOB value will be charged for delayed period.

If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the CSIR-Institute of Himalayan Bioresource Technology Palampur, H.P. shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.

The same rate of penalty shall be applicable for late installation of the equipment/instrument also.

**8. GUARANTEE/WARRANTY:** The warranty of the all equipment should have 36 **months** warranty from the date of acceptance. During the warranty period upgrades of the software, if any should be provided free of cost.

**9. Validity Period:** Your offer should be valid for 90 days from the date of opening of quotations.

10. This institute is registered with Department of Scientific & Industrial Research(DSIR) for the purpose of availing customs duty exemption in terms of Government Notification No.51/96-Customs dated 23<sup>rd</sup> July 1996. Further this institute is entitled to concessional GST @ 5% under notification no. 45/2017 and 47/2017 Department of Revenue, Ministry of Finance (Government of India) dated 14/11/2017.

**11. FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, 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 beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual 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. 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.

**12. DISPUTE SETTLEMENT:** All disputes arising out of this contract shall be referred to the sole arbitration of the Director General of Council of Scientific & Industrial Research (CSIR) and Secretary, Department of Scientific & Industrial Research (DSIR) Govt. of India or his nominee, who is overall controlling authority of this laboratory as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be **Palampur (INDIA)**.

**13. Arbitration:** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The dispute settlement mechanism/ arbitration proceedings shall be concluded as under:

- a) 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 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 Delhi International Arbitration Centre ( DIAC) New Delhi. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties.
- b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration. In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order/contract is issued. Notwithstanding any reference to arbitration herein, a) the parties shall continue to perform their respective

obligations under the Contract unless they otherwise agree; and b) the Purchaser shall pay the Supplier any monies due the Supplier.

14. Conditional tender will not be accepted.

15. **JURIDICION:** Any dispute will be subject to Indian Law and local courts at **Palampur**, India only.

16. The Director, CSIR-IHBT, Palampur reserves the right to accept and reject any bid or to annul the bidding process and reject all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the CSIR-IHBT action.

The quotation should be addressed to the **Director, CSIR-Institute of Himalayan Bioresource Technology, Palampur (HP) India.**

भवदीय/Yours faithfully,

**Stores & Purchase Officer**

THE FOLLOWING CHECK LIST OF DOCUMENT MAY NEED TO BE  
SUBMITTED/COMPLETED BY THE BIDDER  
*(prescribed formats for some of documents are enclosed above)*

| Sl. No. | Document (s) required  | Submission Status<br>Yes/No | Remarks |
|---------|--|-----------------------------|---------|
| 1       | Acceptance of Terms & Conditions of Tender   |                             |         |
| 2       | Bidder Information Form  |                             |         |
| 3       | Manufacturers' Authorization Form  |                             |         |
| 4       | Format of declaration of abiding by the code of integrity and conflict of interest |                             |         |
| 5       | Price Schedule (BoQ)   |                             |         |
| 6       | Pan Card   |                             |         |
| 7       | Copy of GST No.  |                             |         |
| 8       | Balance Sheet <i>(for last 02 Years)</i>   |                             |         |
| 9       | Certificate of Price reasonability   |                             |         |
| 10      | Government eMarket(GeM) Registration ID  |                             |         |

**Format for Acceptance of Terms & Conditions of Tender**

To

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Tender Reference No. \_\_\_\_\_ Name of Tender: \_\_\_\_\_

Dear Sir,

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

Yours faithfully,

(Signature of the Bidder with official seal)

**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]*

Page 1 of \_\_\_\_\_ pages

|     |  |
|-----|--|
| 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<br>Name: <i>[insert Authorized Representative's name]</i><br>Address: <i>[insert Authorized Representative's Address]</i><br>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i><br>Email Address: <i>[insert Authorized Representative's email address]</i> |
| 07. | Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i><br>Articles of Incorporation or Registration of firm named in 1, above.  |

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**MANUFACTURERS' AUTHORIZATION FORM ( MAF )**  
**( TENDER SPECIFIC )**

***[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 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 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 2.21 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



