## **Government eProcurement System**

**Tender Details** 

Date: 23-Aug-2023 05:19 PM



Basic Details	Basic Details			
Organisation Chain	Council of Scientific and Indu	strial Research  CDRI-Lucknow - CSIR  Pur	chase-CDRI - CSIR	
Tender Reference Number	CDRI/2023/IND72371	CDRI/2023/IND72371		
Tender ID	2023_CSIR_165451_1	Withdrawal Allowed	Yes	
Tender Type	Single	Form of contract	Supply	
Tender Category	Goods	No. of Covers	1	
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No	
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No	
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No	

<b>Cover Deta</b>	Cover Details, No. Of Covers - 1				
Cover No Cover Document Type Description					
1	Fee/PreQual/Technical/Finance	.pdf	Credentials of the firm		
		.pdf	Technical and Price Bid		
		.xls	Financial Bid		

Tender Fee Details, [Total Fee in ₹ * - 0.00]			
Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

	EMD Fee Details			
	EMD Amount in ₹	0.00	EMD through BG/ST or EMD Exemption Allowed	No
	EMD Fee Type	fixed	EMD Percentage	NA
_	EMD Payable To	Nil	EMD Payable At	Nil

Click to view modification history

Work /Item(s)						
Title	Spare Parts f	pare Parts for Shimadzu HPLC System Model No-LC-20AD Sr. No 64776				
Work Description	FILTER Cat.	pare Parts (ASSYLINE FILTER Cat. 228-35871-96, Diaphram 2/pkt Cat. 228-32784-91, ELEMENT SUS (ILTER Cat. 228-45707-91, Rheodyne Injector with 20ul Sample Loop 7725i, SEAL 42455 Cat. 228-35146, 2-LAMP VP/Prominence SPD, LabSolutions Upgrade EN)				
Pre Qualification Details	Please refer	lease refer tender documents.				
Independent External Monitor/Remarks	NA	NA				
Show Tender Value in Public Domain	No	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Goods	Sub category	NA	
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	60	
Location	CSIR-CDRI	Pincode	226031	Pre Bid Meeting Place	NA	
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	CSIR-CDRI	
Should Allow NDA Tender	No	Allow Preferential Bidder	No			

	<u>Critical Dates</u>			
	Publish Date	23-Aug-2023 06:00 PM	Bid Opening Date	31-Aug-2023 03:00 PM
П				

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Document Download / Sale Start Date	23-Aug-2023 06:15 PM	Document Download / Sale End Date	30-Aug-2023 02:30 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	23-Aug-2023 06:30 PM	Bid Submission End Date	30-Aug-2023 02:30 PM

Tender Do	Tender Documents					
NIT Document	S.No	<b>Document Name</b>		Description		Document Size (in KB)
	1	Tendernotice_1.pdf		Tender docume	nt for the procurement of Spare Parts	897.48
Work Item Documents	S.No	Document Type	Document	t Name	Description	Document Size (in KB)
	1	Tender Documents	IND72371.p	odf	Tender document for the procurement of Spare Parts	881.57
	2	BOQ	BOQ_18109	93.xls	BOQ for the procurement of Spare Parts	289.50

Single Bidders List		
S.No. Bidder Name Bidder Login Id		Bidder Login Id
1.	Spinco Biotech Pvt Ltd	delhi@spincotech.com

Auto Extension Corrigendum Properties for Tender		
Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	0	7

Bid Openers List				
S.No	Bid Opener Login Id	Bid Opener Name	<b>Certificate Name</b>	
1.	bs.eproc@csir.res.in	Brahma Singh	BRAHMA SINGH	
2.	jp.eproc@csir.res.in	Jai Prakash	JAI PRAKASH	
3.	maheshk.eproc@csir.res.in	Mahesh Kumar	MAHESH KUMAR	
4.	anilkumar.eproc@csir.res.in	Anil Kumar	ANIL KUMAR	

GeMARPTS Details	
GeMARPTS ID ZASL80DPWM0Y	
Description	ASSYLINE FILTER, Diaphram 2/pkt etc.
Report Initiated On	11-Aug-2023
Valid Until	10-Sep-2023

<b>Tender Properties</b>			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	AOC		

# **GEM/TIA Undertaking**

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S.No	Undertaking	Mandatory	Status	Remarks
1	TIA UNDERTAKING GEM	Yes	Agreed	
2	PPP-MII Order 2017	No	Agreed	
3	MSEs Order 2012	Yes	Agreed	

Tender Inviting Aut	hority
Name	Stores and Purchase Officer Lucknow
Address	Sect. 10 Jankipuram Ext. Sitapur Road Lucknow

Tender Creator Details	
Created By	Anil Kumar
Designation	Jr. Secretriat Assistant
Created Date	23-Aug-2023 05:12 PM

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# **TENDER DOCUMENT**

# **FOR Procurement of**

# Spare Parts for Shimadzu HPLC System Model No-LC-20AD Sr. No 64776

CSIR-CENTRAL DRUG RESEARCH INSTITUTE Sector 10, Jankipuram Vistar Lucknow-226031, U.P. (India)



CSIR-CENTRAL DRUG RESEARCH INSTITUTE SECTOR 10, JANAKIPURAM VISTAR, SITAPUR ROAD LUCKNOW-226031, UTTAR PRADESH INDIA

Tel#:00915222772793/EXTN: 2482 Email: cosp-cdri@cdri.res.in; Website: www.cdri.res.in

#### **Invitation for Bids/Notice Inviting Tender**

Date: 23.08.2023

CSIR- Central Drug Research Institute (CDRI), Lucknow, is one of the premier laboratories under Council of Scientific and Industrial Research an autonomous body under Department of Scientific and Industrial Research (Government of India). CSIR-CDRI is a science and knowledge based research, development and consulting organization. It is internationally known for its excellence in scientific research in Chemical Sciences, Life Sciences and chemical Engineering. The Director, CDRI would like to procure the following Goods / Services for its day-to-day research. The Technical specifications, Allied requirements and Scope of Supply are given in Chapter 4 appended herewith.

Sr. No.	Tender No.	Brief Description of Goods/Services	Quantity	Single/ Two Bid	Mode of Procurement
1	2023-24/IND72371	Procurement of Spare Parts for Shimadzu HPLC System Model No- LC-20AD Sr. No 64776	1 Set	Single Bid System	Single Tender (PAC)

- 1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <a href="https://etenders.gov.in">https://etenders.gov.in</a>. A copy of the Tender Document is also available on CSIR-CDRI Website, <a href="https://etenders.gov.in">www.cdri.res.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 form.
- 2. A copy of the Tender Document is also available on CSIR-CDRI Website, www.cdri.res.in
- 3. The address for any communication and for obtaining further information:

CONTROLLER OF STORES & PURCHASE, CSIR-CENTRAL DRUG RESEARCH INSTITUTE SECTOR-10, JANAKIPURAM VISTAR, SITAPUR ROAD LUCKNOW-226031, UTTAR PRADESH INDIA Tel#:00915222772793/EXTN: 2482

Tel#:00915222772793/EXTN: 2482 Email: cosp-cdri@cdri.res.in;spo@cdri.res.in

- 4. The prospective bidders should adhere to critical dates mentioned in the documents
- 5. As per Procurement policy of Government of India, the procuring Agency shall provide the purchase preference under various acts and policies of Govt. of India.
- 6. The Director, CSIR-Central Drug Research Institute (CDRI), Lucknow reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

#### A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

#### 1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is open to all suppliers.
- 1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

#### 1.2 Code of Integrity for Public Procurement

1.2.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy ,the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything Of value to influence the action of a public official in the procurement
		processor in contract execution.
(b)	Fraudulent	A misrepresentation or omission off acts in order to influence a procurement
	practice	Process or the execution of a contract.
(c)	Collusive	Means a scheme or arrangement between two or more bidders, with or
	practice	Without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive	Means harming or threatening to harm, directly or indirectly, persons or
	practice	Their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	Anti-	Any collusion, bid rigging or anti-competitive arrangement, or any other
	Competitive	practice coming under the purview of the Competition Act, 2002, between
	practice	two or more bidders, with or without the knowledge of the purchaser, that
		may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels
(f)	Conflict of	Participation by a bidding firm or any of its affiliates that are either involved
(1)	interest	in the consultancy contract to which this procurement is linked; or if they are
	IIILETESI	part of more than one bid in the procurement; or if the bidding firm or their
		personnel have relationships or financial or business transactions with
		anyofficialofpurchaserwhoaredirectlyorindirectlyrelatedtotenderorexecution
		process of contract; or improper use of information obtained by
		the(prospective)bidder from the purchaser with an intent to gain unfair
		advantage in the procurement process or for personal gain
(g)	Obstructive	Materially impede the purchaser 's investigation into allegations of one or
	practice	more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the
		investigation; or by making false statements to investigators and/or by
		threatening, harassing or intimidating any party to prevent it from disclosing
		its knowledge of matters relevant to the investigation or from pursuing the
		investigation; or by impeding the purchaser's Entity's rights of auditor
		access to information

- 1.2.2. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- 1.2.3. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Annexure-E along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, butitwouldbeliableforotherpunitiveactionssuchascancellationofcontracts, banning and blacklisting or action by Competition Commission of India, and soon.

#### 1.2.4. Obligations for Proactive disclosures

- a) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo moto proactively declare any conflicts of interest (coming under the definition mentioned above pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- 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.
- e) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

#### 1.2.5. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to Conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity incompeting for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- a) If his bids are under consideration in any procurement:
  - i. For feature or encashment of bid security:
  - ii. Calling off of any pre-contract negotiations; and
  - iii. Rejection and exclusion of the bidder from the procurement process.

#### b) If a contract has already been awarded

- CancellationoftherelevantcontractandrecoveryofcompensationforlossincurredbythePurcha ser:
- ii. Forfeitureorencashmentofanyothersecurityorbondrelatingtotheprocurement;
- iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest there on at the prevailing rate.

#### e) Provisions in addition to above:

- i. Removal from the list of registered suppliers and banning/debarment of the bidder fromparticipationinfutureprocurementsofthepurchaserforaperiodnotlessthanoneyear;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiationofsuitabledisciplinaryorcriminalproceedingsagainstanyindividualorstafffound responsible.

#### i) The Bidding Documents

#### 1.3 Content of Bidding Documents

- 1.3.1. The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Six Chapters.
- 1.3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### 1.4 <u>Clarification of bidding documents</u>

#### 1.4.1. In case when there is NO PRE-BIDCONFERENCE-

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through Email <a href="mailto:spo@cdri.res.in">spo@cdri.res.in</a> within 10 working days of bid receiving date.

1.5

## 1.6 Language of Bid

- 1.6.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.
- 1.7 <u>Documents Comprising the Bid</u>
- 1.7.1 The bid shall comprise of the following documents as per the requirement of the Tender Document.

Sr.	Document Required	Reference Forms of
No.		Tender document
1.	Bidder Information Form	Annexure- A
2.	Manufacturers Authorization Form	Annexure- B
3.	Bid Securing Declaration form	Annexure- C
4.	Bid Form	Annexure- D
5.	Declaration by the Bidder for Code of Integrity& Conflict of interest	Annexure- E
6	Price reasonability certificate	Annexure-F
7.	Priced bid with Technical Specifications & Scope of	Bidder should submit on their letter
	Supply and terms and condition	head.

Note: All the above annexures must be submitted along with your proposal duly signed.

#### 1.7.2 Documents comprising Single Bid

All the above documents (<u>as applicable</u>) from Sr.No.1 to 5 should be submitted in Single Bid along with BOQ- Price bid if the tender is under Single Bid System.

- 1.8 Bill of Quantity (BOQ)-Price bid As per Chapter- 5
- 1.8.1. Prices shall be entered in BOQ in the following manner:
  - (a) For Goods manufactured abroad:

i)	The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the BOQ.
ii)	The charges for insurance and transportation of the goods to the port/place of destination. (CIP charges)
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if
	any

- 1.8.2. The terms FOB, FCA, CIF, CIP shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- 1.8.3. Thepricequotedshallremainfixedduringthecontractperiodandshallnotvaryonanyaccount.
- 1.8.4. The CSIR-CDRI is a public funded Research Institution under Department of Scientific & IndustrialResearchandconcessionalCustomDuty@5.50%isapplicableforthegoodspurchasedforresear chpurposevideGovernmentofIndiaNotification No.51/96-Customsdated23.07.1996
- 1.8.5. In case of imports the freight & insurance will be paid by the Purchaser in case of FCA, as the consignments are to be shipped through the Purchaser nominated freight forwarder.
- 1.8.6. In case of INR bids the price criteria should be on Free Delivery to CDRI, Lucknow. Govt. Levies like GST etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST etc., if any.

- 1.9 Bid Security(BS)/Earnest Money Deposit (EMD)
- 1.9.1. The bidder will submit <u>Bid Securing Declaration</u> as per <u>Annexure-C.</u>
- 1.10 Period of Validity of Bids
- 1.10.1. 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.
- 1.10.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.10.3. In case the bids are invited on single bid basis, then the Bidder shall submit bid comprising all documents listed under Annexures.
- 1.10.4. The bid shall be typed or written in indelible ink and shall be signed by theBidderorapersonorpersonsdulyauthorizedtobindtheBiddertotheContract.Allpagesofthebid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 1.10.5. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

#### D. Submission of Bids

#### 1.11 <u>Submission of Bids</u>

- 1.16.1 Bids shall be submitted online only at CPPP website <a href="https://etenders.gov.in">https://etenders.gov.in</a> Manual/ Offline bids shall not be accepted under any circumstances.
  - 1.16.2 The Bidder shall download the Tender Enquiry Document directly from the website <a href="https://etenders.gov.in">https://etenders.gov.in</a> and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
  - 1.16.3 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
  - 1.16.4 Bidders are advised to go through -Bidder Manual Kitll, -\$ystem Settings|| & -FAQ|| links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e- tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.

- 1.16.5 Bidders are advised to visit CPPP website<a href="https://etenders.gov.in">https://etenders.gov.in</a> regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- 1.16.6 Intending bidders are advised to visit CPPP website <a href="https://etenders.gov.in">https://etenders.gov.in</a> regularly till closing date of submission of bid, for any corrigendum.
- 1.16.7 The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in whichcase all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.
- **1.16.8** Partially submitted bids shall be treated as invalid and shall not be processed.

#### Critical dates for submission and opening of bid

Sl. No	Stage	Date
1	Publish Date	23.08.2023 (18:00 HRS)
2	Document Download Start Date	23.08.2023 (18:15 HRS)
3	Last Date for receipt of queries	
5	Bid Submission start Date	23.08.2023 (18:30 HRS)
6	Bid Submission End Date	30.08.2023 (14:30 HRS)
7	Bid Opening Date & Time	31.08.2023 (15:00 HRS)

## 1.12 <u>Withdrawal, substitution and Modification of Bids</u>

- 1.21.1 The bidder may withdraw, correct or modify their signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.
- 1.21.2 The bidder is not allowed to modify or with draw bid after deadline for submission of bids.

#### E. Opening and Evaluation of Bids

#### 1.13 Opening of Bids by the Purchaser

- 1.22.1 The bids shall be opened online by authorized officials of the Purchaser as per schedule given in Date Sheet.
- 1.22.2 In case, the day of bid opening is declared a holiday by the government, the bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
- 1.22.3 Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and CSIR-CDRI will not be responsible for the same.
- 1.22.4 On opening of bids online, accepting the bid would not mean that the firm is technically orfinancially qualified

## 1.14 <u>Confidentiality</u>

1.14.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not
Officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

#### 1.15 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

#### 1.16 Responsiveness of Bids

- 1.16.1. The Purchasers 'determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.16.2. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
- **1.16.3.** If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

#### 1.17 Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single bid and the rates prevalent on the <u>date of opening of the Technical</u> Bidsincaseoftwo-

bid.Forthispurpose,—Billcurrencyselling exchangeratenotifiedin <u>www.xe.com</u>or <u>www.rbi.org</u>orany otherwebsitewouldbeusedbythepurchaser.

#### 1.18 <u>Evaluation and comparison of bids</u>

- 1.18.1. The Purchaser shall evaluate each bid that has been determined, upto this stage of the evaluation, to be substantially responsive.
- 1.18.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.
- 1.18.3. The bids shall be evaluated on the basis of final landing cost which shall be arrived as under and as per format given in BOQ of Tender:

- (a) For Goods manufactured a broad
  - i) The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the BOQ.

    ii) The chargesforing urange and transportation of the good stother out / place of destination
  - ii) Thechargesforinsuranceandtransportationofthegoodstotheport/placeofdestination i.e. CIP/CIF Price.
  - iii) The agency commission charges payable to Indian agent in Indian rupees, if any.
  - iv) Theinstallation,commissioningandtrainingchargesincludinganyincidentalservices,ifany
- 1.18.4. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF / CIP basis respectively. However, the CIF / CIP prices quoted by any foreign bidder shall be loaded further as under:-
  - (a) Towards customs duty and other statutory levies—as per applicable rates.
  - (b) Towards custom clearance, inland transportation etc.-2%oftheCIF/CIP value.

**Note:** Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.

- 1.18.5. In case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on ex-works, (in case of indigenous items) and on FOB/FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.
- 1.18.6. Orders for Imported Goods need not necessarily be on FOB / FCA basis rather it can be on the basis of any of the Incoterms latest edition as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR-CDRI, India.
- 1.18.7. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Ministry of Finance Order No.: F.No.6/18/2019-PPDDated23<sup>rd</sup>July,2020&0Mno.F.No.18/37/2020-PPDDated 08thFebruary, 2021. (Please submit Annexure- F duly signed)
  - 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. —Bidderl (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 artificialjuridicalpersonnotfallinginanyofthedescriptionsofbiddersstatedhereinbefore,includin ganyagencybranchorofficecontrolledbysuchperson,participatinginaprocurementprocess.
  - 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. Aconsortiumorjointventurewhereanymemberoftheconsortiumorjointventurefallsund eranyoftheabove.
  - 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. —Controllingownershipinterest| meansownershipoforentitlementtomore than twenty-five per cent. Of shares or capital or profits of the company;
      - b. —Controll shall include the right to appoint majority of the directors or tocontrolthemanagementorpolicydecisionincludingbyvirtueoftheirshareholding ormanagementrightsorshareholdersagreementsorvotingagreements;
    - 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. In case of Work contracts, including turnkey contracts, contactors shall not be allowed to sub-contract works to any contractor shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India: i) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countrieswhichsharesalandborderwithIndia.Suchvendorswillnotberequiredtoberegisteredwith htheCompetentAuthority,asitisnotregardedas—sub-contracting ii) However,incaseabidderhasproposedtosupplyfinishedgoodsprocureddirectly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. 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 contract or is registered with the Competent Authority.

#### 1.19 Contacting the Purchaser

- 1.19.1. Subject to terms and conditions above, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.19.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

#### 1.20 Post qualification

**1.20.1.** In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause**.

#### F. Award of contract

#### 1.21 Negotiations

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive e-bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

#### 1.22 Award Criteria

Subject to ITB Clauses above, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

#### 1.23 Purchaser's right to vary Quantities at Time of Award or later

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, without any change in rate or other terms and conditions of the Purchase Order, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even thoughthe quantity or deredinitially has been supplied in full before the last date of the delivery period (or the extended delivery period).

#### 1.24 Purchaser's right to accept any Bid and to reject any or all Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

#### 1.25 Notification of Award

1.25.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

#### 1.26 Signing of Contract

1.26.1. The Purchaser shall send the successful Bidder the Purchase Order.

### 1.27 Order Acceptance

- 1.27.1. The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.
- 1.27.2. The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained ,may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

# SPECIAL CONDITIONS OF CONTRACT (SCC)

The following are Special Conditions of Contract (SCC)

	Special Conditions of Contract (SCC)  Special Condition of Contract(SCC)
The Purcha	ser is:
Sector 10, LUCKNOW- Tel#:+91-5	TOR  RAL DRUG RESEARCH INSTITUTE  Jankipuram Vistar  -226031 U.P.(INDIA)  5222772793(Direct)Extn:2482  -cdri@cdri.res.in;spo@cdri.res.in Website: www.cdri.res.in
	estination is:
Sector 10, 226031U.F	RALDRUGRESEARCHINSTITUTE Jankipuram VistarLUCKNOW- P.(INDIA) nganddocumentationwithinandoutsidethepackagesshallbemarkedwith
	nt/indelible ink.
(a)	Each package should have a packing list within it detailing the Part No.(s),description, Quantity etc.
(b)	Out side each package, the Contract No., the name and address of the Purchaser and The Final destination should be indicated on all sides and top.
(c)	Eachpackageshouldbemarkedas1/x,2/x,3/xx/x, where—x is the total No. of Packages contained in the consignment.
(d)	Allthesidesandtopofeachpackageshouldcarryanappropriateindication/label/ Stickers indicating the precautions to be taken while handling/storage.
(b)	In case of supplies from abroad, the mode of transportation shall be by Air on FCA/CIP basis
-warehouse commotion	CIP, Insuranceshallbeforanamountequalto 110% of the C&F value of the contract from e to warehouse (final destination) on—all risk basis including strikes, riots and civil n, in addition to storage policy for 60 days is advised so as to ensure the inspection by the Indian Agentat for energy the packages.
Be a	emethodandconditionsofpaymenttobemadetotheSupplierunderthisContractshall as follows:
(a) 1)	mentofforeigncurrencyportionshallbemadeincurrencyoftheContractinthefollowingmanner:  Hundred(100%)percentoftheContractPriceofGoodsreceivedshallbepaidwithin irty (30) days of receipt of the Goods acceptance by the Purchaser through wiretransfer.  Or
thro sub	On Shipment: Eighty (80%)percent of the Contract Price of the Goods shipped shall be paid bugh irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon emission of documents.
be	Acceptance: Twenty (20%)percent of the Contract Price of Goods received shall epaidwithinthirty(30)daysofreceiptoftheGoods&acceptancecertificate sued by the Purchaser along with the Performance security, if any.
	Or  3) On Shipment: 100% percent of the Contract Price of the Goods shipped shall be paid rough irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upor submission of documents.

(b)	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 opener i.e. purchaser.
(c)	The LC for 100% value of the contract shall be established to the Indian agent from the FOB/FCA value.
(d)	The LC will be confirmed at the suppliers cost, if requested specifically by the supplier. If LC is requested to be extended/reinstated for reasons not attributable to the purchaser, the charges there of would be to the suppliers' account.
Cance	lation of order and Liquidated damage
(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order Should be strictly adhered to. Otherwise we will have the option to cancel the order.
(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 liquidated damages of 0.5% of order value per week of delay subject to a maximum of 10%beyondthe due date. Such money will be deducted from any amount due or which may become due to the supplier
(c)	The maximum amount of penalty shall be 10%.
(d)	The liquidated damages shall be levied on the delivered price of the delayed Goods or Un performed Services or contract value.
The pla	ce of jurisdiction is Lucknow, India.
For no	vtices, the Purchaser 's address is
THE DI	RECTOR
	ENTRAL DRUG RESEARCH INSTITUTE
	10, Jankipuram Vistar
	OW-226031U.P.(INDIA)
	0915222772793(Direct)Extn:2482
	: cosp-cdri@cdri.res.in; Website: www.cdri.res.in
BIG Va	lidity should be at least 90 days

# (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 if the Contract is awarded for the offer /proposal submitted by the bidder in response to this Tender.

A) Delivery Schedule	ery Schedule:	) Delive	A)
----------------------	---------------	----------	----

Sr.	. No.		escription of Goods And Services	Quantity & Unit	Delivery Schedule
Period	of deliv	very shall start from	m:		_
3) T	erm of	delivery/Delivery	Term :		
	Goods	from Abroad			
	Goods	from India			
C)					
Place	:		S	ignature of the Bidder:	
				Date :	

NOTE

- a) 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 <u>or</u> 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.
- b) The date or period for delivery should be carefully specified, taking into account the implications of delivery Incoterms (CIP, FCA terms—that—delivery | takes place when goods are delivered to the carriers), and the date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit etc.).

# SPECIFICATIONS, ALLIED TECHNICAL DETAILS AND SCOPE OF SUPPLY

# 4.1 Specification of: Spare Parts for Shimadzu HPLC System Model No-LC-20AD Serial No- 64776

Sr. No.	Item Name	Catalog No.	Qty.
1.	ASSYLINE FILTER	228-35871-96	1
2.	Diaphram 2/pkt	228-32784-91	1
3.	ELEMENT SUS FILTER	228-45707-91	2
4.	Rheodyne Injector with 20ul Sample Loop	7725i	1
5.	SEAL 42455	228-35146	2
6	D2-LAMP VP/Prominence SPD Warranty:6 months from the date of Invoice (or) 2000 hours whichever is earlier	228-34016-02	1
7.	LabSolutions Upgrade EN		1

#### 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 plant 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 Predispatch inspection and testing.

#### 4.3 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 goods is received at Purchaser 's site in the presence of supplier 's representatives, if required. There shall not be any additional charges for carrying out acceptance test.

In 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 item replaced by the Supplier at no extra cost to the Purchaser.

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

#### 4.4 Delivery Schedule/Completion of job

Within 6-8 weeks from receipt of the Purchase Order.

#### 4.5 Commercial evaluation of bid

The bid will be treated as <u>incomplete</u> if bidder has <u>not quoted</u> for all the components given in scope of supply and <u>the incomplete bid will be rejected</u>. The bidder should also include all

incidental services in their quote. The bid will be commercially evaluated for the components in the scope of supply.

#### 4.6 Technical Qualification Criteria

The Bidder should have to comply the specification and terms mentioned in Chapter 4. Authorized representative/Indian Agent to submit the Manufacturers' Authorization Form Annexure-B with the technical bid.

#### **CHAPTER-5**

## FORMAT OF **BID/QUOTATION** FOR GOODS

(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)

## To be submitted as part of Technical bid

Note-

There should <u>not be any mention</u> of cost/price/taxes/duties in the **unpriced bid**. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids.

Name of Bidder:		
Tender No:	Tender Date:	
Quotation No.	Date:	
Quotation Valid up to date:		
Country/Countries of goods:		

Sr. No.	Item Name	Catalog NO.	Qty.	Total Amount
1.	ASSYLINE FILTER	228-35871-96	1	
2.	Diaphram 2/pkt	228-32784-91	1	
3.	ELEMENT SUS FILTER	228-45707-91	2	
4.	Rheodyne Injector with 20ul Sample Loop	7725i	1	
5.	SEAL 42455	228-35146	2	
6	D2-LAMP VP/Prominence SPD Warranty:6 months from the date of Invoice (or) 2000 hours whichever is earlier	228-34016-02	1	
7.	LabSolutions Upgrade EN1		1	

Bidder may also submit the details of payment terms as per International Commercial Terms

SIGNATUREOFAUTHORISED PERSON

# **OTHER STANDARD FORMS**

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	А
2	Manufacturers' Authorization Form	В
3	Bid Securing Declaration Form	С
4	Bid Form	D
5	Format for declaration by the Bidder for Code of Integrity & conflict of interest	E
6	Price Reasonability Certificate	F

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# **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, mo	onth and year) of Bid
--------------------------------	-----------------------

Submission] Tend Sr. No: [insert number from Invitation for bids]

01.	Bidder's Legal Name[insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of
	Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration :[insert Bidder's legal address in country of
	registration]
06.	Bidder's Authorized Representative Information
	Name: [insert Authorized Representative's name]
	Address Financia Anthonica d Donas contetinals Address 1
	Address: [insert Authorized Representative's Address]
	Telephone/Fax numbers: [insert Authorized Representative' s telephone/fax numbers]
	Telephone/ Fax humbers, [insert Authorized Representative 3 telephone/lax humbers]
	Email Address:[insert Authorized Representative's email address]
07.	Attached are copies of original documents of:
07.	Attached are copies of original documents of.
	ArticlesofIncorporationorRegistrationoffirmnamedin1, above.
08	Bidder's Bank Detail for payment
	Place of Ballin Botan for paymone

Signature of Bidder	
Name	
<b>Business Address</b>	

## **MANUFACTURERS'AUTHORIZATIONFORM\***

[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.]

[insert date (as day, month and year) of Bid Submission]
[insert number from Invitation For Bids]
:The Director,CSIR-CDRI,Lucknow.
aving factories at [insert full address of Manufacturer's factories], do hereby authorize enameofBidder] tosubmitabidthepurposeofwhichistoprovidethefollowingGoods, manufactured ame and or brief description of the Goods], and to subsequently negotiate and sign the
nd our full guarantee and warranty with respect to the Goods offered by the above firm.
gnature(s) of authorized representative(s)of the Manufacturer]
ppletename(s)ofauthorizedrepresentative(s)oftheManufacturer]Title:
o sign this Authorization on behalf of: [insert complete name of Bidder]
day of , [insert date of signing]

\*(Not required in case the bidder itself is the manufacturer)

# **Bid Securing Declaration Form**

Date: _		Tender No
To: <i>The</i>	Director, CSIR-CD	RI, Lucknow.
I/We. 1	he undersigned,	declare that:
I/We u	nderstand that, a	ccording to your conditions, bids must be supported by a Bid Securing Declaration.
		nay be disqualified from bidding for any contract with you for a period of one year oniflam/Weareinabreachofanyobligationunderthebidconditions, because I/We
a)		/modified/amended, impairs or derogates from the tender, my/our Bid during d validity specified in the form of Bid; or
b)	refuse to execut	ifiedoftheacceptanceofourBidbythepurchaserduringtheperiodofbidvalidity(i)fail or the the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in the Instructions to Bidders.
the ear		SecuringDeclarationshallceasetobevalidiflam/we are not the successful Bidder, upon ipt of your notification of the name of the successful Bidder; or (ii) thirty days after the of my/our Bid.
Signed In the o	: capacity of	(insert signature of person whose name and capacity are shown) (insert legal capacity of person signing the Bid Securing Declaration)
Name:		(insert complete name of person signing the Bid Securing
Declara	ation) Duly author	rized to sign the bid for a non-behalf of (insert complete name of
Bidder)	1	
Dated	on	_day of(insert date of signing)
Corpor	ate Seal (where a	ppropriate)
	n case of a Joint e that submits the	Venture, the Bid Securing Declaration must be in the name of all partners to the Joint e bid)

# **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	:[inse	ert date(as day, mont	th and year) of Bid Subm	ission]	
Tend	er No. :				
То	: Dire	ector, CSIR-CDRI, Luci	know		
We, t	he undersigned, declare t	:hat:			
(a)			s to the Bidding Docume issuing date of each Add	nts, Pre-Bid Conference, denda	
(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 [insert a brief description of the Goods and Related Services] as specified in Chapter4				
(c)			ill of Quantity (BOQ) of the		
(e)	Bid submission due dat accepted at any time be	e in accordance with efore the expiration o	of that period	binding upon us and may be	
(f)	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: [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]				
Nam	e of Recipient	Address	Reason	Amount	
(If no	ne has been paid or is to be	e paid, indicate—none	.   )		
(h)		nall constitute a bind	our written acceptance tl ing contract between us,	hereof included in your , until a formal contract is	
(i)	Weunderstandthatyoua May receive.	renotboundtoaccept	thelowestevaluatedbidor	anyotherbidthatyou	
	d: [insert signature of per capacity of [insert legal ca			Form]	
Name	e : [insert complete nam	e of person signing	the Bid Submission Forn	n]	
	authorized to sign the bid for				

# **ANNEXURE-E**

# Format for declaration by the Bidder for Code of Integrity & conflict of interest (On the Letter Head of the Bidder)

No:	Date
To, The Dii	rector, CSIR-CDRI, Lucknow.
Sir,	
	With reference to your Tender No dated I/We hereby declare that all abide by the Code of Integrity for Public Procurement as mentioned under ITB of your Tender document and to conflict of interest.
of its a design	ertified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the specifications, and other documents to be used for the procurement of the goods to be purchased under this ion of Bids / Tender.
	tailsofanyprevioustransgressionsofthecodeofintegritywithanyentityinanycountryduringthelastthree years or of being ed by any other Procuring Entity are asunder:
	abc
code.	We undertake that we shall be liable for any punitive action in case of transgression/contravention of this
	Thanking you,
	Yours sincerely,
	Signature (Nome of the Authorized Signatory)
	(Name of the Authorized Signatory)  Company Seal
	Offipally Ocal

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

Ref No:	Date
To, The Director, CSIR – Central Drug Research Institute, Sitapur Road, Sector-10, Jankipuram Extension, Lucknow -226031, UP	
Sir,	
With reference to your Tender No  Quotation No Date	DatedI/We hereby Certify that the price/s offered vide ouris reasonable.
We have not quoted the same item Govt. / CSIR organization.	n/s on lesser rates than those being offered to CDRI, to any other customer or
Thanking you,	
	Yours sincerely,
	Signature
	(Name of the Authorized Signatory)
	Company Seal