

CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY
4 RAJA S.C. MULLICK ROAD, KOLKATA 700032

NOTICE INVITING TENDER

CSIR- Indian Institute of Chemical Biology(IICB), Kolkata is a premier R&D institute of Council of Scientific & Industrial Research (CSIR) and intends to conclude contract for the services of Customs House Agent (CHA) cum consolidator. Accordingly, bids are invited from the contractors/firms/companies working in this field and having sound financial background and proper experience.

Tender Reference No.	Tender Description	Date of opening of bid	EMD amount	Tender Type
IICB/PUR/FF CLG/2023	Appointment of Custom House Agent (CHA) cum freight forwarding agent for Import shipment through AIR/SEA.	As specified in the tender published on CPP Portal	Rs. 1,00,000.00 (Rs. One lakh Only)	Two Bid system

1. Tender specifications of above mentioned services are attached herewith. Prospective contractors/firms/companies who are willing to participate in the Tender process may submit their BID online through CPP Portal (<https://etenders.gov.in>). Prospective bidders are requested to submit their BID online through CPP Portal only. BID(s) received through other method of communications shall not be entertained.
2. The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal <https://etenders.gov.in>
3. The address for submission of EMD/Bid Security and for obtaining further information:

CONTROLLER OF STORES & PURCHASE
CSIR-INDIAN INSTITUTE OF
CHEMICAL BIOLOGY
4 RAJA S.C. MULLICK ROAD
KOLKATA 700032
e-mail : purchase@iicb.res.in
b_dhar@iicb.res.in
cospiicb@iicb.res.in

Stores & Purchase Officer

Chapter- 1 Instructions to Bidders

1. Submission of E-Bids

- a. Bids shall be submitted online only at CPPP website <https://etenders.gov.in>. Manual/ Offline bids shall not be accepted under any circumstances.
- b. The Bidder shall download the Tender Enquiry Document directly from the website <https://etenders.gov.in> 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.
- c. 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.
- d. Bidders are advised to go through “**Bidder Manual Kit**”, “**System 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.
- e. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- f. Intending bidders are advised to visit CPPP website <https://etenders.gov.in> regularly till closing date of submission of bid, for any corrigendum.
- g. The Bid Security/Earnest Money Deposit, if any shall be deposited through Bank Guarantee / Demand Draft drawn in favour of “The Director, Indian Institute of Chemical Biology, Kolkata”. The original Bid Security/EMD must be delivered at address mentioned in Sr.No.3 of NIT till bid submission date and time as mentioned in “Date Sheet” failing which the bid shall be summarily rejected.
- h. Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

2. Due date for Submission of E-Bids

- a. EMD/BS, if any must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT.
- b. Bidders are advised to upload and submit their E-bids timely within due date for submission of E-

Bids in view of the electronic process so as to avoid last minute issues.

- c. 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 which case 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.

3. Late Submission of EMD

- a. Any bid security/EMD, if any received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.
- b. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

4. Withdrawal, substitution and Modification of Bids

- a. The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.
- b. The bidder is not allowed to modify or withdraw bid after deadline for submission of bids.

5. Opening of E-Bids by the Purchaser

- a. The E-bids shall be opened online by authorized officials of the Purchaser as per schedule given in Date Sheet. In case of two bid tender, the price bid of only those bidders who qualified in technical evaluation, shall be opened.
- b. In case, the day of bid opening is declared a holiday by the government, the E-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.
- c. 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 tantamount to process delay and CSIR-IICB will not be responsible for the same.
- d. On opening of bids online, accepting the bid would not mean that the firm is technically or financially qualified.

6. Confidentiality

- a. 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.

7. Clarification of Bids

- a. 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.
8. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in Annexure-A have been provided, and to determine the completeness of each document submitted.
9. The Technical Bid should not contain any indication of the price. In case, an indication of the price quoted is included in the technical bid, the quotation will be rejected without reference to the tenderer. No correspondence will be entertained in this regard.
- 10 Bids received through fax/email will not be considered.
11. Conditional discounts in any shall not be given any consideration for arriving at ranking purpose.
12. All pages of the bid should be signed.

8. Responsiveness of Bids

- a. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender; OR
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Proposed Contract; OR
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- b. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- c. 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.

9. Non-Conformity, Error and Omission

- a. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- b. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

10. Award Criteria

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 highest scored bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP website <https://etenders.gov.in> & CSIR-IICB Website www.iicb.res.in

11. Signing of Contract

- a. The Purchaser shall send the successful Bidder the Letter of Award.
- b. Within fourteen (14) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement based on the terms and conditions given in the tender document and Letter of Award.

12. Assistance to Bidders:

- a. Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

13. Bidder's right to question rejection

- a. A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- b. Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
- c. In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in NIT within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.
- d. Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - i) Determination of the need for procurement;
 - ii) Selection of the mode of procurement or bidding system;
 - iii) Choice of selection procedure;
 - iv) Provisions limiting participation of bidders in the procurement process;
 - v) The decision to enter into negotiations with the L1 bidder;
 - vi) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - vii) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; andComplaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

14. Earnest Money Deposit:

An earnest money deposit (EMD) of Rupees 100000.00 (Rupees One lakh only) has to be deposited by the bidder along with their technical bid only in the shape of Bank Draft/Bank Guarantee (as per annexure D) in favour of 'The Director, IICB, KOLKATA' payable at KOLKATA. The technical bid not accompanied with the requisite EMD will summarily be rejected and no correspondence will be entertained in this regard. EMD of successful bidder is returnable only on submission of performance bank guarantee (PBG). The bidders claiming exemption from submitting the EMD must attach EMD exemption related documentary proof with their technical bid else their bid will be liable to be rejected. Non submission of EMD may lead to rejection of the bid. Under MSE category, only manufacturers of goods and service providers of services are eligible for claiming exemption. Traders are excluded from this policy extending exemption of EMD to MSE units.

15. Performance Bank Guarantee (PBG):

The successful contractor will have to deposit within 21 days of receipt of award of contract, an unconditional performance bank guarantee of Rs. 5,00,000.00 (Rupees five lakh only) from scheduled commercial Bank valid till the contract period + 60 days (as per Annexure 'F'). No interest would be paid on PBG. Director, CSIR-IICB will have the discretion to invoke provision of PBG for any breach of contract.

16. In case of bidder's black-listing and pending legal issues in respect of any CSIR-Institute or any other govt. funded organization, the bidder should declare it in their bid. If there is any pending legal issue, then Purchaser reserves the right to accept/reject the bid of such parties

17. In case of sea shipments, if any, CSIR-IICB shall obtain in each case an estimate of the charges involved from the successful bidder. The successful bidder shall provide their best competitive rates for such cases and obtain approval from CSIR-IICB and arrange for the.

18. Bidders may note that the application of:

- (1) Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order);
and
- (2) Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order),

in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India, a copy of which is provided at Annexure L of this tender document.

Chapter-2 Scope of Work

Tender Specifications, terms and conditions for concluding the contact for CHA cum Consolidator

(Appointment of Custom House Agent (CHA) cum freight forwarding agent)

Reference Number: IICB/PUR/FFCLG/2023

CSIR-Indian Institute of Chemical Biology, Kolkata is a pioneer research and development institute under the aegis of Council of Scientific & Industrial Research, an autonomous body of DSIR, Ministry of Science & Technology, Govt. of India. We are interested in appointing an authorized & reputed Custom House Agent(CHA) cum Consolidation Agent to perform the jobs related to the consolidation and clearance of Import consignments for one year extendable up to three years on annual performance basis.

Most of our imported consignments comes on FCA and CIP (Airfreight). Few consignments may be imported on other INCOTERMS 2020 and generally covered under the OGL scheme or amendment thereon (if any). Concessional rate of custom duty is applicable to CSIR-IICB as we are covered under the notification 51/96. There may also be a few cases of sea shipment.

Bids are invited from reputed Custom House Agent(CHA) cum Consolidation Agent through Central Public Procurement Portal (CPP Portal, <https://etenders.gov.in>)only keeping in view of the scope, terms and conditions and other details mentioned herein under:-

1. Scope of Work :-

Includes all the work related to the consolidation and clearance of all the Import of various types of consignments of IICB coming by air, courier etc. modes of transport from throughout the world. The CHA cum consolidator should be capable of freight forwarding & consolidation of consignments. If a CIP consignment is not covered under Insurance from Warehouse to Warehouse, Inland insurance is to be arranged by the CHA and safe delivery of the consignments up to CSIR-IICB, KOLKATA. Most of the consignments come through Kolkata NSCBI Airport (*Kolkata Sea Port - in few cases*).

Broadly the jobs involves are as under: -

- (a) CSIR-IICB Kolkata will forward the copy of all the import orders and CHA will follow up with suppliers and or their freight forwarders and will arrange clearance of shipments within free clearance period from custom authorities collecting all the information, documents, custom duty payment (wherever required) well in advance. CSIR-IICB will not pay any demurrage and or penalty on clearance of its shipments.
- (b) Collection of clearance documents etc. from CSIR-IICB, Kolkata well in advance as and when required.
- (c) Clearance of the consignment at Kolkata airport within the free permissible period from the Customs Department without incurring of any type of penalty and/or demurrage etc.
- (d) Delivery of the consignment to CSIR-IICB, Kolkata within 05 (Five) days after its clearance from customs. However, consignment of perishable nature should be delivered just in time to avoid any damage/deterioration/destruction. (Please attach **undertaking to this effect**)
- (e) All sorts of help/activities towards clearance of consignments from UPS/Blue Dart/Fed-Ex or any other courier agency etc.
- (f) Clearance of consignments under temporary imports for further exporting to another country (if any).
- (g) The Agent shall be responsible and accountable for proper safety, care, handling and storage goods while in their custody and during transit until delivery and the cost of insurance effected in that behalf is born by the Agent. The Agent shall be liable to compensate CSIR-IICB for any loss, or damage or destruction of goods while in their custody. The compensation shall, however, be limited to the value of the goods. In the event of loss or damage to the goods, after they have entrusted to the airline for carriage, the liability, if any, shall be with the Agent for all insurance claims and the Agent shall pursue the matter all concerned authorities for expeditious settlement of the insurance claim.
- (h) In case the cargo is received in short/damaged condition, no payment excepting Custom duty, shall be released to the Agent till CSIR-IICB receives the complete consignment/Insurance claim. In such circumstances, the Agent is required to obtain the “shortage” or “Damage” or “Not Found” or “Not Traceable” certificate from the Airline/Steamer/Airport/Postal/Courier Authorities and lodge formal claims on behalf of CSIR-IICB after arranging for Insurance survey.
- (i) Consolidation of the consignments being imported from throughout the world by air. The overseas associates of Agents shall follow all the statutory provisions from time to time in their country of operation. Any change in the foreign associates of the Agent would be promptly communicated by the Agent to CSIR-IICB with full details and particulars.
- (j) Complete monitoring and supervision of the movement of consignment from the date of our Purchase order/Letter of credit and regular feed back to IICB on the progress of the consignment/order. In case the same is not received before landing of the consignment, the delay in clearance process which may attract demurrage/penalty charges etc. will be on the part of CHA and the respective amount of demurrage/penalty will have to be borne by the CHA.
- (k) To provide timely information (pre-alert) regarding consignment dispatch and other relevant information to the CSIR-IICB. Agent shall check with reference to relevant Purchase orders that all consignments/packages received for onward transmission, give requisite information particularly with regard to the following before dispatch:
 - (i) Weight and Dimension
 - (ii) Marks & Number of parcels/Cases

- (iii) Mode of Transport
 - (iv) Airport Destination
 - (v) Proper INCOTERMS (2020)
- (l) To facilitate specialized packing from all kinds of the materials as per the IATA and International packaging standards.
 - (m) Smooth transportation of special type of projects materials i.e. voluminous and heavy packages, radio actives, sensitive and hazardous materials etc.
 - (n) Re-Export/ Re-Import of defective/damaged items to the various countries of import for repair or replacement purpose (including items for calibration and other scientific work) by air. CHA will have to complete all the related formalities related to this.
 - (o) Any other job in connection with the consolidation & clearance of the consignments from customs authorities.

Chapter-3 General Terms & Conditions:

- 1) The bidder must have good reputation in the market and rapport with the custom authorities to avoid/minimize the delay in custom clearance, and not refer petty matters to CSIR-IICB.
- 2) CSIR-IICB issues many orders on foreign suppliers on FOB/FCA etc. basis. In such cases we will not pay any inland handling/forwarding charges etc. in the exporting country.
- 3) As regards the consignments on Ex-works basis the CHA will arrange for collection and shipment of the consignment from the foreign supplier to CSIR-IICB. In such cases inland handling/forwarding loading unloading etc. charges in the exporting country will be reimbursed by CSIR-IICB subject to obtaining of prior approval by the CHA from CSIR IICB and production of supporting valid documents of the same.
- 4) A copy of the related purchase order will be forwarded by us to the CHA via email or post etc. It will be the sole responsibility of the CHA to follow up the order execution matter with its foreign associates and the foreign supplier for timely delivery of the consignment within the delivery period of PO.
- 5) The CHA should have network of cargo forwarding / consolidating agents in all the major countries like USA, UK, GERMANY, JAPAN, FRANCE, SWITZERLAND, HONGKONG, CANADA, NORWAY, SWEDEN, AUSTRIA, IRELAND, AUSTRALIA, NEWZELAND, SINGAPORE, DENMARK, ITALY, AUSTRIA, SOUTH KOREA, ISRAEL etc. A list of its foreign Associates with details addresses, contact information should be provided.
- 6) The CHA, under no circumstances will charge the airfreight rates more than airfreight rates specified in the latest issue of IATA Tact book. (Please attach undertaking to this effect)
- 7) The successful CHA shall, if required by the CSIR-IICB, KOLKATA, carry out or arrange to carry out the inspection (chargeable basis) (arrangement of third party inspection reports) of the ordered materials at the country/port of shipment/supplier's premises and also inspection of the packing/labeling/markings etc. (as per international packaging standards and norms).
- 8) Safe custody of the consignment cleared is the sole responsibility of the successful CHA till the same is properly delivered at CSIR-IICB KOLKATA.
- 9) Wherever any short landing cargo is noticed, the successful CHA shall file "not found" or "not traceable" notice with the concerned airline or authorities & obtain "not traceable certificate" etc. and lodge formal claim on behalf of CSIR-IICB, KOLKATA with the concerned airport/airline authorities with all the necessary documentation under intimation to us.
- 10) Successful CHA has to carefully examine all the packages marked for customs examinations of each consignment with the respective invoices and measurement/packaging list etc. If, at the time of physical examination of the consignment any damage or loss of the goods is noticed, the same shall be immediately brought to the notice of concerned airline/airport authority and necessary claims may be lodged by CHA with those authorities on behalf of CSIR-IICB under intimation to us. The successful CHA shall pay all the related fee/charges of surveyor (reimbursable subject to advance approval from CSIR-IICB) to carry out the survey if required.
- 11) The successful CHA will maintain close liaison with CSIR-IICB regularly & arrangement for collection of documents whenever informed telephonically/by email or otherwise by

us.

- 12) The successful CHA will take immediate step for finalization of the bill of entry from time to time and shall see that the same is filed with the custom authorities as per prevailing rules/act with correct HSN classification code(s).
- 13) The successful CHA shall be responsible for the safe custody of proper use of custom duty exemption certificate (CDEC) provided by CSIR-IICB, KOLKATA.
- 14) The successful CHA shall arrange delivery of the consignments at the earliest possible point of time. Delivery may be effected during the working hours, as far as possible. In respect of the perishable consignments, CSIR-IICB KOLKATA will accept deliveries beyond the office hours and on all holidays subject to prior intimation about the same by the CHA to CSIR-IICB, KOLKATA. CHA will arrange requisite manpower and other equipment for unloading, shifting, or moving of the consignment at and within the CSIR-IICB premises at their own cost.
- 15) CHA will have to provide a monthly report of the deliveries of consignments against our purchase orders(s).
- 16) Any of the bidder/CHA blacklisted and/or holiday listed by CSIR Hq/its Laboratories/Institutes or any of the Government organization(s) need not apply. If any such CHA apply, then its bid/tender will be summarily rejected without any notice to the concerned bidder. **Please give declaration about status of blacklisting, holiday listing etc. or else.**
- 17) The bidder should not have any pending legal dispute with CSIR laboratories/institutes. This may be the cause of rejection of the tender. If any CHA is having pending legal issue with CSIR then his bid will be processed till the commercial evaluation (subject to otherwise eligible). If such CHA emerges as the lowest qualified bidder then the right to award of the contract will be reserved with the competent authority at CSIR-IICB who may take suitable decision in such type of cases depending upon the pending legal situation of the issue. **A declaration may be submitted by the bidder on this issue with present status of the case (if any).**
- 18) If there is any dispute of any type between CSIR-IICB and the successful CHA, the successful CHA will have to continue its services as provided in the contract during pendency of such dispute/issue. CHA will not hold any of our consignment pending with them due to such dispute/issue. (Please attach undertaking to **this effect**)
- 19) The successful CHA shall equip itself in advance with all necessary information that may be required for answering customs queries. It shall take any necessary step(s) to answer both oral/verbal and written queries without any delay. In case of need of technical clarifications from CSIR-IICB, the queries may be communicated to us on the same day of the query raised by the customs. Storage/ demurrage charges incurred on account of delay in communicating the queries to CSIR-IICB, shall be borne by the CHA and further damage caused to CSIR-IICB due to the above said delay may be made good by CHA.
- 20) The successful bidder shall submit, pre-receipted bill(s) once in every week for services provided as per the contract with CSIR-IICB. Bill(s) should be on CHA letterhead and strictly as per the agreed payable charges in the contract only. A checklist and documents in support of various charges indicated in the bill as per contract should accompany each bill. Any bill not accompanied by such documents will not be received/processed by the

CSIR-IICB. Bills that are returned on account of deficiencies will contain remarks about deficiencies.

- 21) The CHA will submit its bills to CSIR-IICB only as per the rates, terms and conditions agreed under the contract. No charges other than the agreed under the contract will be payable. CSIR-IICB shall make every effort to examine and arrange payment of bills immediately after the receipt of bills or maximum within 30 days.
- 22) Director, CSIR-IICB, KOLKATA, reserves the right to accept or reject full or partial of any of the tender(s) without assigning any reason thereof. This will be binding on the bidder(s).
- 23) Conditional tenders & wherever not quoted as per prescribed format will not be accepted under any circumstances and rejected summarily.
- 24) If over/wrong payment(s) of any type of charges has been made by CSIR-IICB due to oversight/inadvertent human mistake the successful bidder will be liable to refund the same immediately to CSIR-IICB.
- 25) The Jurisdiction area for any dispute/arbitration arisen under this tender will be at KOLKATA only.
- 26) The bidder shall provide all the necessary information/documents as per the Technical Eligibility Criteria as mentioned herein under in ANNEXURE "A" failing which their tender will be liable to be rejected summarily. The ANNEXURE-A, is to be filled up appropriately and submitted by Bidder duly signed and stamped by an authorized representative.
- 27) The successful bidder will have to handle sophisticated and valuable consignments. Bidder will have to furnish a fidelity guarantee bond of Rs. 10.00 lakh (Rupees ten lakh only) in favour of the Director, IICB, KOLKATA to safeguard the interest of CSIR-IICB in the event of any loss due to any act of omission and commission by the bidder.
- 28) CHA will have to deliver the consignments as far as possible, during the office hour's i.e. 9.30 A.M. to 5:30 P.M., Perishable/radioactive, etc. will have to be delivered even beyond office hours or during holidays etc. to ensure their activity/safety. Radioactive items should be handled following proper safety precautions. In all such cases advance intimation may be given by CHA to CSIR-IICB for proper arrangement at our end.
- 29) Manpower for loading unloading at CSIR- IICB site also will have to be arranged by the CHA. Equipment/items may be required to be moved to multiple floors. Handling of heavy items may require a larger labour force. Safety of the equipment and the person involved in doing so will be bidder responsibility. It has to arrange location survey in advance. Some of the shipment may be perishable in nature and should be moved into cold room immediately on arrival. Some assistance may be provided by CSIR-IICB KOLKATA to properly store highly perishable items at respective designated locations. However for such items arriving on non-working days or beyond working hours, the firm has to maintain proper, timely advance communication with us for arranging proper storage etc.
- 30) The bidder should have valid CHA License in its own name at Kolkata, Delhi, Mumbai and Chennai Pors(Air/Sea wherever applicable). The licence should be valid and in force till one year from the date of opening of tender. (Please attach supporting valid document else bid will be rejected)
- 31) The bidder should have Consolidation license in its own name. (Please attach supporting valid document else bid will be rejected)

- 32) The bidder should be a member of The International Air Transport Association (IATA) and International Federation of Freight Forwarders Associations (FIATA). (Please attach supporting valid document else bid **will be rejected**)
- 33) The bidder should have an annual average turnover of Rs. 1.00 crore per year during the last 3 years. **(Please attach supporting valid document else bid will be rejected)**
- 34) Other than deliveries coming in contract period, bidder shall have to execute all the Orders placed during the contract period whose deliveries are expected after end of contract period. Accordingly bidder will have to extend the Performance Security.

35) Period of contract:

The total contract period will be initially for 1 year and extendable up to 3 (three) years subject to renewal on annual basis after satisfactory performance.

36) Liquidated Damages:

Director, IICB reserves the right to deduct penalty @0.5% per week with a maximum of 10% on Freight cost (abroad)/Agency charges, whichever be applicable, towards delay in clearance. The period for this will be calculated after 30 days, from the date of intimation by supplier about readiness of the consignment for shipment.

37) Experience, past performance, financial Standings: -

(supporting document must be attached to this effect else bid will be liable to be rejected)

- i) The bidder must have minimum 5 (five) years of continuous experience (as on the date of bid submission) for similar contract in bidder's own name in any of CSIR laboratories/Institutes or in other similar Government R&D organizations like ICMR/ICAR/DRDO/ISRO/Public Sector Undertaking (PSU) etc.
- ii) The bidder must attach the performance certificate for rendering satisfactory services in support of the experience mentioned above.
- iii) The bidder must be of sound financial conditions. Kindly attach copy of your latest bank solvency report from your banker solvency for minimum amount of Rs. 40 lakh.

38) Location of the bidder

Bidder should have its presence/Office in Kolkata. The agency should indicate complete postal addresses of their offices along with details of Telephone Nos., Mobile and e-mails. Most of our consignments arrives via the Kolkata Airport, India. Therefore, the bidder must have uninterrupted consignment clearance arrangements at Kolkata Airport. **The bidder should be registered and working as CHA and consolidator (both) in its own name at Kolkata airport authority.** The bidder should also have facilities to also undertake clearance and delivery of post parcels as and when required by CSIR-IICB. [Note : As already indicated at Clause 30-Chapter2 of this tender document, Bidder should have CHA licence in its own name at Kolkata, Delhi, Mumbai and Chennai ports (Air/Sea wherever applicable)

39) Special arrangements for perishable consignments:

Some of our consignments are highly perishable in nature. The bidder will have to arrange dry-ice stuffing (including procurement and filling-up) of the consignments at the storage place at the airport/post office on its arrival and till their clearance and delivery at CSIR-IICB, Kolkata. The bidder has to get perishable / dangerous consignments cleared within 24 hours of arrival and deliver them at CSIR-IICB, Kolkata at the earliest as possible after the clearance. In case the perishable consignment is damaged on account of insufficient arrangement of dry ice etc. during the storage, clearance or transportation, the bidder will be held sole responsible for the damage and the loss incurred due to this will be recovered from the contractor. CSIR-IICB will not pay any charges separately for filling of dry ice etc.

40) Payment of Air freight charges:

Successful bidder (CHA) will have to pay the **full amount** of air freight charges per consignment on behalf of CSIR-IICB, KOLKATA and get it reimbursed later on from CSIR-IICB after clearance and delivery of the consignment. (Please attach undertaking to this effect)

41) Payment of Custom Duty charges:

Successful bidder (CHA) will have to pay custom duty up to Rs. 3.0 (three) Lakh per consignment on behalf of CSIR-IICB, KOLKATA (Please attach undertaking to this effect) and get it reimbursed later on from CSIR-IICB after clearance and delivery of the consignment. If in any case custom duty amount is more than rupees 3.0 lakh, then CSIR-IICB can provide advance payment for the same upon the written request of CHA well in advance subject to adjustment against final original receipt. (Please attach undertaking to this effect)

42) Payment of CHA bills:

The payment of CHA bill will be made within 30 days of receipt of consignment in good condition at CSIR- IICB, Kolkata. If in any case the payment is pending beyond the above period then CHA will not stop providing services to IICB or making its consignment pending due to this reason. Custom Duty reimbursement bills can be given priority for passing if desired by the CHA and separately billed.

43) Period of Validity of Bids:

Bids shall remain valid for minimum of 120 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). 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.

44) Make in India Policy:

Only Class I and Class II bidders are eligible to bid vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 of Department for Promotion of Industry and Internal Trade

(DPIIT), Ministry of Commerce & Industry, New Delhi. Purchase Preference shall be given to Class-I bidder only as per above order. **(Please submit ‘Annexure-M’ duly filled in)**

45) Preference to MSEs:

The Purchase preference & benefit is applicable to MSEs (Micro & Small Enterprises only) under MSME ACT 2006 subject to conditions given below:

- a) The Policy is applicable for all MSEs registered under Udyam Registration and Udyog Aadhar Memorandum (valid till 31.03.2022).
- b) Traders / resellers / distributors / authorized agents will not be considered for availing benefits under Public Procurement policy 2012 for MSMEs as per MSME guidelines issued by MoMSME.
- c) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- d) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for preference.

46) Code of Integrity:

The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in 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, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

Code of integrity for Public Procurement:

The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between 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;

iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are 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 any official of purchaser who are directly or indirectly related to tender or execution 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; and

vi) “Obstructive practice”: materially impede the purchaser’s investigation into allegations of one or 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 audit or access to information;

Obligations for Proactive disclosures

i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-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; and

ii) 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;

iii) 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. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

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 a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

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

ii) If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

iii) Provisions in addition to above:

Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;

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;

Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

47) Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

In case of unsatisfactory performance or breach of any of the clause of the contract, CSIR-IICB would issue a notice to the service provider to rectify the breach and improve the performance failing which CSIR-IICB shall be at liberty to terminate the agreement by providing 30 days written notice to the service provider. The service provider shall not have any right to dispute or question the judgment of CSIR-IICB of unsatisfactory performance of the service provider.

Notwithstanding the above, CSIR-IICB shall also be at liberty to terminate the agreement for any reason including change in the situation / circumstances etc. by providing the service provider a 30 days written notice. In such an event, the terminated party shall have no right to claim compensation / damages etc. from CSIR-IICB on account of early termination.

48) Settlement of Dispute:

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 conducted as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

The venue of the arbitration shall be the place from where the purchase order or 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 to the Supplier.

Chapter-4-
Eligibility criteria (Annexure-A),
Evaluation criteria –(Annexure-B) &
Price Schedule Format (Annexure-C)

Bidder's Technical Eligibility & Price bid Evaluation Criteria: -

ANNEXURE 'A'

The tenders will be evaluated in the following two steps (i.e. Step 1 **for Technical evaluation** & Step 2 **for Price Bid evaluation**)

Step -1(Technical Eligibility criteria for bidders):-

Sr. no.	Terms and Conditions of CSIR-IICB Tender Document No. IICB/PUR/FFCLG/2023	To be filled by the bidder/CHA clearly (write "Yes or No" with your own handwriting)	Page number of related supporting document of the bidder's technical bid. (<i>bidder may mention page number here</i>)
1	Bidder agrees to pay custom duty up to Rs. 3.0 lakh per consignment of CSIR-IICB.		
2	Bidder agrees to pay full amount of air freight charges per consignment of CSIR-IICB.		
3	The bidder agrees to offer discounts on the airfreight rates only as per the latest IATA tact book.		

4	Whether CHA is blacklisted or holiday listed by any of the CSIR Laboratories/Institutes or any other Government Organization(s). (CHA may provide this information herein exclusively failing which their bid may be rejected summarily.)		
5	Whether CHA/bidder is having any pending legal issue with CSIR or its Laboratories/Institutes? provide details (if any)		
6	Whether duly signed & stamped Bid Form (Tender Acceptance Form) as per Annexure- E submitted		
7	Whether the bidder is having CHA license as well as consolidator license on its own name? (attach supporting valid document)		
8	Whether the bidder has minimum 5 (Five) years of continuous experience foR similar work in its own name in any of CSIR laboratories/Institutes or in other similar R&D government organizations like ICMR/ICAR/DRDO/ISRO/Public Sector Undertaking etc. (attach supporting valid document as detailed at Clause 37-Chapter 3))		

9	Whether the bidder agrees (if awarded the contract) to furnish a fidelity guarantee bond of Rs. 15.00 lakh (Rupees fifteen lakh only) in favour of the Director, CSIR-IICB, KOLKATA to safeguard the interest of CSIR-CSIR-IICB in the event of any loss due to any act of omission and commission by the bidder. ?		
10	Whether the bidder has submitted the EMD or valid EMD exemption document		
11	Whether the bidder is ready to furnish PBG (if contract awarded on him) within 21 days of award letter?		
12	Whether the Bidder has a minimum annual turnover of Rs.100.00 lakhs during each of the last three financial years. Please submit copies of Balance sheets and related financial statements for said years duly audited.		
13	Is the bidder having CHA license in its own name at Kolkata, Delhi, Mumbai, Chennai Ports (Air/Sea)		
14	Is the bidder having valid membership of IATA and FIATA?		
15	Is the bidder registered with Registrar of Companies (ROC) in India.		

16	Whether The agency has been registered under the <i>“Indian Authorised Economic Operator Programme”</i> of Custom Department.		
17	Latest Bank Solvency from Scheduled Commercial Bank for minimum amount of Rs. 40.00 lakhs only.		
18	Certificate regarding Bidder not having a land border with India (as Annexure - I)		
19	Code of Integrity as per Annexure - G		
20	Whether Make in India Certificate as per Annexure-K is submitted		

Bidder may note: -

- a. Before uploading in portal Bidder may make all the pages serial numbered and duly stamped & signed. Non submission of supporting document may lead to rejection of the bid. Bidders are requested to carefully attach the supporting document wherever required.
- b. The bidders qualifying in above technical evaluation will only be considered for financial evaluation (step 2).
- c. Bidder not fulfilling above Eligibility Criteria mentioned from Sr. No. 1 to 20 shall be rejected.

Step -2 (commercial/price bid evaluation process)

ANNEXURE-B

Charges which are normally being claimed and rates which are sought to be quoted by the C&F Agents are classified in following Three groups (A,B,C) for the purpose of comparison and financial evaluation of the price bids of technically qualified bidders. Each Bidder, depending upon his quoted rates will be given marks from 0-100 for each group. Finally different weight ages (as mentioned below) will be given to the marks obtained in each group to calculate the Total Score of each Bidder;

Marks obtained in the Group	Weightage
A (Freight)	70
B (Clearance)	10
C (Inland freight)	20

Formula for calculating Marks/Score:

$$\text{Score} = \frac{70(A)+10(B)+20(C)}{100}, \text{ \{ where A,B,C are marks obtained in respective group \}}$$

Bidder with highest Total Score shall be emerged as financially qualified and contract will be awarded in his favour

NOTE: DISCOUNTS/CONCESSIONS SUBJECT TO ANY CONDITIONS mentioned BY THE BIDDER WILL lead to reject the tender.

Following Formula will be used to arrive at score of a bidder in individual Group (A, B&C):

The bidder with the highest discount in a group will be given 100 marks while the lowest will be given 0. The rest of the bidder will be given marks in between as per the following Formula:

$$X = \frac{\text{Bidder's quote(BQ)} - \text{Lowest quote(LQ)}}{\text{Highest Quote(HQ)} - \text{Lowest quote(LQ)}} \times 100$$

e.g. if three bidders B1, B2 and B3 have quoted 30%, 50% and 60% discounts respectively for Group A, then the marks obtained by the B3 shall be 100 while marks of B1 shall be 0 and marks obtained by B2 for Group A shall be calculated as follows:

$$\frac{50 - 30}{60 - 30} \times 100 = 66.6 \quad \text{Same formula shall be used for Group B and Group C marks calculation.}$$

This way, score of the bidder(B2) shall be calculated for Group A,B & C to arrive its final score

$$\text{Total Final Score of a bidder} = \frac{70(X) + 10(Y) + 20(Z)}{100}$$

Where X,Y &Z marks obtained in respective three Groups A,B, & C

Bidder with maximum total final score as per Annexure-C(Price Schedule) will be considered Lowest evaluated bidder(L1).

ANNEXURE-C

Price Schedule Format

Name of the Bidder _____

Group	Description	Discount	
Group	<p>Discount offered on standard IATA rates</p> <p>Most of our shipments shall be on FCA/FOB INCOTERMS® 2020. No other charges will be paid except discounted airfreight. Bidders should quote discount after considering all type of their charges in foreign country absorbing Fuel & War Security Surcharges and other charges like Voluminous, OD cargo etc. including Custom Clearance Charges (Agency Charges for custom Clearance)</p> <p>For Freight Forwarding cases of (DGR/Hazardous/Perishable Consignments) : IATA rates shall be reimbursed.</p> <p>If there is any shipment on Ex-works basis, all charges in Shipper Country from factory to/at international port of dispatch will be paid on Actual basis for which the contractor should inform in advance to the CSIR IICB for getting such charges approval. Mention only single discount figure on current IATA rate</p>	numerical value % (100)	<p>For Forwarding cases of (DGR/Hazardous/Perishable Consignments) : IATA rates shall be reimbursed.</p> <p>NOTE 1: (A certified COPY OF TACT BOOK FOR IATA RATES WILL BE REQUIRED TO BE SUBMITTED with the tender. As soon as any change is notified in IATA rates the revised IATA Tact book may be furnished by the bidder immediately).</p>
Group B	<p>Agency charges for Custom Clearance for consignments in other consol e.g. on CIP/CIF etc. from Kolkata Airport.</p> <p>Minimum Rs. 1,500/- or 0.15% of CIF assessable value with Maximum Rs. 10,000/- + GST</p>	_____% (Mention numerical value from 0-100)	<p>Indian Airport related statutory charges, Dry Ice replenishment charges @ Rs. 80.00 per Kg for perishable consignments, such charges will be payable subject to production of original receipt). Delivery Order charges and all other statutory charges shall be reimbursed at actuals subject to production of original receipt.</p>

Group C	Inland Transportation charges from Kolkata Airport to CSIR-IICB, Kolkata. [the weight mentioned below refers to the chargeable weight of the consignment as reflected in the HAWB]		_____%(Mention numerical value from 0-100) (Single discount on all the three slabs)	Please note that each consignment should be delivered directly at IICB [Jadavpur / Salt Lake campus]
	Up to 10 kgs mode	free		
	11 – 100kg	Rs. 6000/- + GST		
	101-500 kg	Rs.6,500/- +GST		
	501-1000 kg Beyond 1000 kg	Rs. 7,500/- +GST On case to case basis against prior approval		

Important Note:

Annexure-C is provided for *reference and conditions for discount offered by the bidders in BOQ only*.

There should not be mention of discounts in Annexure-C

Bidders should necessarily submit their financial bids in the format provided i.e. BOQ and no other format is acceptable. Bidders are requested to mention discount against each Group in the Price bid given as BOQ only. There should be no mention of any price or discount in the Technical bid.

Evaluation as per Annexure B shall be made on the basis of group-wise discounts mentioned in BOQ and evaluation chart and ranking will be prepared accordingly and shall be uploaded on the Portal. Auto generated ranking on CPP portal in BOQ summary shall not be valid for deciding the ranking of the bidders. Bidders are required to download the BOQ file, open it and complete the Blue coloured (unprotected) cells with their respective discounts and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Chapter-5 Other Annexures

Annexure-D BID SECURITY FORM

(Refer para 5.1.2 (ix)(c) & 6.1.1 (01) of the CSIR Manual)

Whereas _____ (hereinafter called the tenderer”) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender”) against the purchaser’s tender enquiry No. _____

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the
officer Seal, Name & Address of the Issuing Branch of
the Bank

Annexure–E

Bid Form (Tender Acceptance Form)

(Refer para 5.1.2 (ix)(h) of the CSIR Manual)

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

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

Tender No.:

Invitation for Bid No.: *[insert No of IFB]*

To:

*Director,
CSIR-Indian Institute of
Chemical Biology Kolkata-*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply the services in conformity with the Bidding Documents and in accordance with the Requirements of the following Services *[insert a brief description of the Related Services];*
- (c) We have offered Discount in BOQ/Price Schedule as per format provided in BOQ/price schedule
- (d) The discounts offered and the methodology for their application are accepted: *AS per Annexure-B.*
- (e) Our bid shall be valid for the period of time specified in the tender document from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Tender Clause for the due performance of the Contract and also submit order acceptance within 14 days.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Signed:

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

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

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

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

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

Annexure–F
PERFORMANCE SECURITY
FORM

(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

To, **MODEL BANK GUARANTEE FORMAT FOR**
..... **PERFORMANCE SECURITY**
.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....
..... Name and designation of the
officer

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

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

Annexure–G

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

(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(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 in 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

ANNEXURE - H
Bidder Information Form

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

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

Tender No .:[insert number from Invitation for bids]

01.	Bidder's Legal Name [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: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

ANNEXURE - I

Certificate with regard to the bidder not having a land border with India

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Tender No: _____

Date _____

To,
The
Director,
CSIR-IICB
4 Raja SC Mullick Road,
Jadavpur, Kolkata-700032.

Sir,

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s. _____ is not from such a country.
I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority.

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

ANNEXURE-J

Bid Securing Declaration Form **NOT APPLICABLE IN THIS TENDER**

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign
the bid for an on behalf of _____ (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE-K

Self-Certification for Make in India

Reference: Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, New Delhi.

We hereby certify that as per the above referred Order based on the _____percentage (supplier is required to indicate the percentage) of local content in the **services** offered by us against tender No. _____, we are Class __ (Supplier needs to mention whether Class-I local supplier or Class-II local supplier).

The details of the location(s) at which the local value addition is made is as below:

Sr. No.	Name of the Location	Full Address of the Location
1.		
2.		

We also certify that if the details are found to be false then it shall be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Place:

Date:

Authorised Signatory.

Name:

Company

Seal.

ANNEXURE-L

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

- a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*
- c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is to be awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.


(Kanwalpreet)
Director

Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.
