



INDIAN INSTITUTE OF CHEMICAL BIOLOGY

(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
4, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032 (W.B.) India

REQUEST FOR QUOTATION

M/s. B D India Pvt. Ltd, C-53, 2 nd Floor, Okhla Industrial Area, Phase-II, New Delhi-110020.	Ref. No.	IICB/PUR/24-25/599/410/PC/132&158
	Date	07.08.24
	EMD	Rs. 43170.00
	PBG	3% of invoice value/PO value
	Last Date of Submission	As mentioned in the NIC's CPP Portal

Dear Sir/s,

Director, IICB invites your offer for the following item/s. Kindly send your offer in **Single Bid Format through NIC's CPP Portal only by way of URL <http://etenders.gov.in/e procure/app>** as per schedule mentioned in the Tender document.

Sl. No.	Material Description	Unit
1	LASER VIOLET COHERENT OBIS 405-50LX (part No. 653534); HSN code-90132000[violet laser for BD LSR Fortessa(SORP)-5 Laser (SI. No. H647797L5004) Flow Cytometer]	01
2	Computer Bundle Z2 Mini G5 (Part No-665109); HSN Code-84715000[Work Station for BD LSR Fortessa-3 Laser(SN. H649225B5072) flow cytometer]	01

Please note: Quotation to be submitted through NIC's CPP Portal under URL <https://etenders.gov.in/e procure/app> and financial quote may be provided in BOQ. Required documents as per instructions of this enquiry may also be submitted through portal. **No manual quotation will be accepted.**

TERMS & CONDITIONS FOR TENDERS

- Please indicate the item serial numbers of our enquiry letter against the names of respective item quoted by you or quote in the same order as mentioned above.
- Complete specifications of items should be given with the name of manufacturers. Offer of stores vaguely described or incomplete offers are liable to be ignored. Literature/Pamphlets of the quoted item/model should also be enclosed with the quotation.
- Samples, if called for, shall be submitted free of charge.
- The delivery of the item is needed within weeks from the date of order. THE OFFERED DELIVERY PERIOD SHALL HAVE TO BE STRICTLY ADHERED TO INCASE AN ORDER IS PLACED.
- All the above instructions and our standard terms and conditions printed overleaf must be complied failing which your offer may be liable for rejection.
- CONDITIONAL tenders shall not be considered.
- Bid validity should be 180 days.**
- EMD is to be submitted along with offer failing which the offer is liable to be rejected.**
- Delivery in all respect should be made within 30 days from the date of PO/contract.
- The prices must be quoted in both FOB and CIF separately, if firm intends to quote in foreign currency.
- If the quote is provided by the Indian Agent / Indian Authorized Distributor on behalf of foreign principal:**
- If the quote is provided by the Authorized Distributor, the Bid specific Manufacturer's Authorization is to be submitted by the Authorized Distributor along with bid.**
- There should not be any difference between the pdf and BOQ version. If there is any discrepancy in the cost quoted between PDF Financial bid and BOQ, then the cost mentioned in the BOQ will be final.**
- The Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for ten years after end of warranty period, if required.
- Bidder must provide past purchase orders placed on them by various GOI organizations/universities/ other CSIR laboratories for similar items or the price list. Copy of past purchase orders provided by your organization will be kept confidential and it will be used by the Decision Making Committee of IICB for arriving at a proper decision only.**
- The Institute also may seek performance certificates from equipment manufacturers/the user organizations so as to confirm satisfactory functioning, installation & commissioning of the equipment.
- This lab./instt. is registered with Deptt. of Scientific & Industrial Research, Govt. of India and thus is exempted from payment of excise duty and concessional rates of custom duty is leviable vide notification no. 10/97 dated 01.03.1997 and 51/96 dated 23.07.1996 respectively.
- Submission of detailed requirements for installation & commissioning of the equipment: All Vendors / Agents must submit full details and requirements for installation & commissioning of the Equipment as per Technical Specifications submitted by them.

- Water Supply (Filtered, Flow rate) Civil Works including Foundation, Flooring.
- Mechanical and Fabrication work required.
- Ambient Temperature Control (if required, as applicable).

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- (iv) Cooling requirement (if any).
- (v) Electrical and Power requirements.
- (vi) Space and Dimensions for Installation of the equipment as per the Quotation of the Vendor.
- (vii) Requirements of Special Gases, if any.

18. (i) A Bid Security (BS) of **Rs.43170.00** is to be submitted along the bid as per our detail Terms & Conditions.
(ii) A Performance Security (PS) of **3%** of the ordered value/ contract value needs to be submitted as mentioned in our detail terms & conditions.

19. The bidders should quote as under:

For goods manufactured within India.

The price of the goods quoted ex works including all custom duties and other taxes already paid. The percentage of GST/IGST which will be payable on the goods if the contract is awarded. The price for inland transportation, insurance and other local services required for delivering the goods to the ultimate destination.

(i) Deleted

(b) Deleted

(c) TDS will be applicable as per GST Rules.

For goods manufactured abroad

The price of the goods, quoted on FCA (named place of delivery) or FOB (named port of shipment) as specified in the bidding document. The price for insurance and transportation of the goods to the port/place of destination.

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:

Towards customs duty and other statutory levies as per applicable rates.

Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

The Insurance & Freight charges being obtained are purely for the purpose of comparison only and CSIR reserves the right to place purchase order on FOB basis.

Note: The offers of the firms who quote on Ex-works basis and do not mention the handling, documentation, packing, forwarding, transportation & insurance charges etc. separately shall be rejected as incomplete.

20. The mode of despatch of the items must be mentioned clearly in the quotation. Please indicate the approx. weight & measurements of the consignments also.
21. All indigenous offers should be valid for 90 days and all import offers should be valid for 120 days from the date of opening of the quotations.
22. Payment of Agency commission to the Indian Agent of foreign suppliers shall be made if the same is mentioned on the invoice of their principals and would be as per the exchange rate prevalent on the date of negotiation of documents/drawl of foreign currency.
23. The printed terms & conditions, if any, sent along with the tender shall not be binding on us.
24. The (Lab) reserves the right to reject or accept any or all the quotations received either in part or in full without assigning any reasons.
25. Bidder is requested to submit their offers **in Single Bid Format** through **NIC's CPP Portal** by way of URL <http://etenders.gov.in/eprocure/app>
26. The firms must provide the Technical Compliance Statement that they comply to the tendered technical specifications of CSIR-IICB.
27. The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid. CSIR-IICB is a public funded scientific R&D centre and institute of higher studies (PhD). Please consider quoting special **prices applicable to academic institutions** as per your company policies.
28. Taxes: CSIR-IICB is exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty (at concessional rates) under notification No.51/96 dated 23.07.1996. Hence Excise Duty and Customs Duty, if any, should be shown separately.

29. **Payment :**

The financial quote in INR for placement of purchase order to the foreign supplier for imported items and making the payment through LC/Wire Transfer will not accepted. Suppliers are requested to quote in foreign currency for imported items if purchase order is to be placed to the foreign supplier for shipment and make payment to the foreign supplier through LC/Wire Transfer.

- a) **For foreign supplier :**
- (i) 100% payment against Wire Transfer after complete and successful delivery, installation & commissioning subject to acceptance of user scientist.
 - (ii) **For Indigenous supplier:** 100% payment after completion of successful delivery, installation & commissioning subject to acceptance of user scientist against submission of bills, challans, inspection reports etc.
- b) No Advance payment will be accepted.

30. **Warranty-**

The Supplier must warrant that the goods supplied under the Contract are new, unused and the most recent or current and incorporate all recent improvements in design, materials as per specifications in this Tender Document. All Vendors (Manufacturers / Agents) must submit offers with **warranty of 01 year from the date of successful and complete installation, commissioning, demonstration and training in all respects at Site, i.e., (CSIR-IICB, Kolkata - 700 032). The compliance of this clause by the vendor would be the part of the evaluation criteria.**

31. **Installation, Commissioning, integration and demonstration :**

Installation, Commissioning will be the sole responsibility of the Supplier / Indian Agent. Installation, Commissioning with all infrastructural works have to be done by the supplier. The vendor and Indian Agent will complete the installation & commissioning within **30 days** from the date of supply of equipment to CSIR-IICB. **Installation of spares, in the present case is the responsibility of the supplier. Delay in installation may attract penalty clause.**

32. **Penalty Clause :** Subject to Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause on Termination for Default.

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33. **Risk Purchase Clause:** If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.
34. **Option Clause:** 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, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)
35. **Denial clause:** Since delay in delivery is a default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the supplier of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, and foreign exchange rate.
36. **Extension of time:** Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.
37. **Force Majeure Clause:**
1) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
2) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
38. **Settlement of Disputes**
(i) 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.
(ii) 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.
(iii) The dispute settlement mechanism/arbitration proceedings shall be concluded 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 and Arbitration & Conciliation (Amendment) Act 2015, 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.
(b) in the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.
(v) Notwithstanding any reference to arbitration herein,
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b) the Purchaser shall pay the Supplier any monies due the Supplier.
39. **Applicable Law**
The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved as per clause no. 37
40. **Performance Security : 3% of order value/invoice value.**
39.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security i.e. **3%** of the purchase order value valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.
39.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
39.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
39.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of Purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
39.5 The Performance Security shall be in one of the following forms :
(a) A bank guarantee or stand by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents, Or
(b) A Banker's Cheque or Account Payee Demand Draft in favour of the Purchaser, Or,
(c) A fixed Deposit Receipt pledged in favour of the Purchaser.
39.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of

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the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

39.7 In the event of any contract amendment, the supplier shall within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

41. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Form and Price Schedule, in accordance with ITB.
- (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
 - (i) The Bid is unsigned.
 - (ii) The Bidder is not eligible.
 - (iii) The Bid validity is shorter than the required period.
 - (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - (v) Bidder has not agreed to give the required performance security.
 - (vi) The goods quoted are sub-standard, not meeting the required specification etc.
 - (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
 - (viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.
 - (ix) If EMD is not submitted as per the Terms & Conditions of the tender enquiry.
 - (x) If Code of Integrity and Conflict of Interest (duly signed) is not submitted by the vendor. [**Code of Integrity and Conflict of Interest:** The firm and the procuring entity should observe the highest standard of ethics and should not indulge in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Coercive Practice, Conflict of Interest, Obstructive Practice.]

42.

Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited;
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

However, the supplier shall continue to perform the contract to the extent not terminated

43. The following conditions shall apply to the tendering process :

Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) .

- I. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this Order means –
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial; owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

 - a. "Controlling ownership interest "means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more that 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.

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- 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
- VI. An agent is a person employed to do any act for another, or to represent another in dealings with third person
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

Vendor has to provide a certificate that the rates quoted are the same and not higher than those quoted with other CSIR Labs/Instts, Government, Public Sector or Private Organizations.

CSIR-IICB reserves the right to ask the vendors / suppliers to submit the shortfall documents pertaining to their eligibility criteria etc. as mentioned in the tender document after opening of the offer within the stipulated time failing which their technical offer may be considered as non-responsive.

Vendor, along with their quotation / bid, will provide the copy of the past purchase orders for the quoted / offered items placed on them by various organizations or copy of endorsed price list from the manufacturer. The copy of the past purchase orders provided by the vendor will be kept confidential and it will be used by the Decision Making Committee of IICB for arriving at a proper decision only.

Director, CSIR-IICB reserves the right to accept or reject the bid at any stage of bidding/tendering.

Thanking you,

Yours faithfully,

**Controller of Stores and Purchase
On Behalf of CSIR**

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Additional Specification for Computer Bundle Z2 Mini G5 (Part No- 665109) ; HSN Code-84715000 [Work Station for BD LSR Fortessa-3 Laser (SN. H649225B5072)] flow cytometer.

1. Becton Dickinson India Pvt. Ltd. (BD) will supply Online Workstation and same will be connected with BD LSR Fortessa for data acquisition and analysis purpose.
 2. BD will provide 1 year standard warranty for the Workstation.
 3. Along with workstation they will supply latest software package (including software, dongle, manual), 1qt.
 4. The software must be for installing in multiple computers for analysis purpose.
 5. They will provide 1 year warranty for the software and 1 year AMC for the software free of cost.
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MANUFACTURERS' AUTHORIZATION FORM

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

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

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

Tender No.: *[insert number from Invitation for Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with IICB's Tender Enquiry, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(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 ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

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PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA
(If quotation is in Indian Currency)

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forwarding up to station of dispatch, If any	Charges for inland transportation, insurance up to Lab. / Instt.by air/road/rail (retain one only)	Total Price	Installation, Commissioning and training charges, if any

Note:

- (a) The cost of optional items, if any shall be indicated separately
- (b) Cost of Spares, if any

Total Bid price in Indian currency _____
in words _____

Signature of Bidder _____

Name _____

Business Address _____

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PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM ABROAD

(If quotation is in foreign currency)

Name of the Bidder _____

TENDER NO _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description	Country of origin	Unit	Qty.	Unit price Indicating currency FOB (named port of shipment or FCA (named place of delivery) (retain only one))	Total price (5x6) FOB (named port of shipment) or FCA (named place of delivery) (retain only one)	Charges for Insurance & transportation to port//place of destination	Total price CIF/CIP (retain one only) (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Approx. Shipment weight and volume	Indian Customs Tariff No and HSN No. (ICT & HSN No.)

Self Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)

Reference : Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD(1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read the clause no. 42 of the CSIR-IICB Tender Document No. _____ [***please indicate the tender document reference***] regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. ***[Where applicable, evidence of valid registration by the Competent Authority shall be attached]***"

Place:
Date:

Authorised Signatory.
Name:
Designation
Address
Mobile No.
e-mail ID
Company Seal.

Self Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) in case of Specified TOT(Transfer of Technology)

(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)

Reference: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read the clause no. 42 of CSIR-IICB Tender Document No. _____ [***please indicate the tender document reference***] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority."

OR

"I have read the clause no. 42 of CSIR-IICB Tender Document No. _____ [***please indicate the tender document reference***] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

Place:
Date:

Authorised Signatory.
Name:
Designation
Address
Mobile No.
e-mail ID
Company Seal.

Bid Securing Declaration Form

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 reuse 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)

Self Certification for Make in India

(to be furnished on Original Equipment Manufacturer's official letter head and signed by the authorised signatory of OEM)

Reference: Order No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 and subsequent amendment vide ref. no. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, New Delhi.

We hereby certify that based on the local content in the goods or services offered by us against CSIR-IICB, Kolkata Tender No. _____, we are Class (**Supplier needs to mention whether Class-I local supplier or Class-II local supplier**). The local content in the offered goods or services as computed by us is ____ % (i_n w_o_r_d_s) percentage.

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

Sl. No.	Name of the Location	Full Address of the Location

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 up to 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 : _____

Signature of Authorized Signatory of OEM _____
 Name of Authorized Signatory of OEM _____
 Designation of Authorized Signatory of OEM _____
 Address _____
 Mobile Phone No. _____
 Email ID _____
 Company Seal _____

[All Fields are mandatory]

Note: - The bidders offering imported products will fall under the category of Non-Local suppliers. They cannot claim themselves as Class-I/ Class-II local suppliers by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition. Also, the bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC as local value addition.

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
.....

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 Bank and address of the Branch

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.