# सी.एस.आई.आव-भावतीय वासायनिक जीवविज्ञान संस्थान

वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद की एक इकाई विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार 4, राजा एस. सी. मल्लिक रोड, यादवपुर, कोलकाता - 700 032



## SIR - INDIAN INSTITUTE OF CHEMICAL BIOLOGY

A Unit of Council of Scientific & Industrial Research Ministry of Science & Technology, Government of India 4, Raja S. C. Mullick Road, Jadavpur, Kolkata-700 032

#### No: IICB/S&P/ARC/GCC/2024-25

Date: 20.09.2024

To M/s. GCC Biotech (India) Pvt. Ltd., Joychandipur, Patharberia Road, Bakrahat, 24-Parganas (South)-743377.

Email: info@gccbiotech.co.in

# Sub: Request for submission of offer for Annual Rate Contract for Chemical to CSIR-IICB, Jadavpur, Kolkata

Dear Sir/Madam,

CSIR-IICB is interested in entering into Annual Rate Contract for subject cited category of item (s) with you will be valid up to 30.06.2025.

You are kindly requested to kindly submit your online bid on e-tender portal. Detailed instructions & Terms and conditions are attached with this letter.

Thanking You,

Controller of Stores & Purchase For and On Behalf of CSIR



सी° एस° आई° आर° – भारतीय रासायनिक जीवविज्ञान संस्थान CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY (A unit of COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)

4, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032 India Phone : +91 33 2499-5700, Website: http://www.iicb.res.in



No: IICB/S&P/ARC/GCC/2024-25

Date: 20.09.2024

# BID DOCUMENT FOR ARC OF CHEMICALS FOR THE PERIOD 2024-25

## CRITICAL DATE SHEET

| Tender No                            | IICB/S&P/ARC/GCC/2024-25                  |
|--------------------------------------|---|
| Name Of Organization                 | CSIR-IICB, Kolkata                        |
| Document Download Start ,Date & Time |   |
| Document Download End Date & Time    |   |
| Bid Submission Start Date and Time   | As per E-tender portal                    |
| Bid Submission End Date and Time     |   |
| Date and Time for Opening of Bids    |   |
| Address for Communication            | The Director,                             |
|                                      | CSIR-Indian Institute of Chemical Biology |
|                                      | 4, Raja S C Mullick Road,                 |
|                                      | Jadavpur, Kolkata-700032.                 |
|                                      | Email:- cospiicb@iicb.res.in              |
|                                      | purchase@iicb.res.in                      |

Tenders received after due date will not be accepted.

Controller of Stores & Purchase For and On Behalf of CSIR



91-33-2499-5700 (Pilot No. / EPABX No.) < 91-33-2499-5701 (Director) < 91-33-2499-5739 / 877 (A.O.)</li>
 91-33-2499-5895 / 742 (CoFA / F&AO) < 91-33-2499-5837 / 788 (CoSP / SPO) director@iicb.res.in</li>
 https://iicb.res.in

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#### ANNEXURE - I

#### INSTRUCTIONS FOR ONLINE BID SUBMISSION

- 1. The tender form/bid documents may be downloaded from the website https://etenders.gov.in/eprocure/app.
- Bids must be mandatorily submitted online through Central Public Procurement Portal <u>https://etenders.gov.in/eprocure/app</u>. BIDS SUBMITTED OFFLINE (MANUAL BIDS) WILL NOT BE ACCEPTED.
- Bidders to fill and submit all forms/formats as given herewith [Annexure-IV to Annexure-XV] in their company letterhead, duly signed and sealed. ALL THESE DOCUMENTS SHOULD BE SCANNED AS A SINGLE PDF FILE FOR UPLOADING WITH THE OFFER/BID IN THE PORTAL.
- Bidders are requested to regularly visit the portal <u>https://etenders.gov.in/eprocure/app</u>. In the event of any changes/modifications in Bid Document, the same will be notified by a CORRIGENDUM through this website/portal only.
- 5. In case, the day of Bid Opening is declared as a holiday by the Government, the bids will be opened on the next working day. No separate intimation shall be issued in this regard.
- 6. The Director, CSIR-IICB reserves the right to accept or reject any or all the bids/tenders.
- 7. All information about **"Price Catalogue"** is required to be uploaded/attached along with Bid/Offer in PDF format.

In case your offer is accepted you will have to submit your prices catalogue in an Excel format as per Annexure-XVI(the prices in the Excel format should be as per the price catalogue which you have submitted in PDF version).

- 8. The firms are also required to upload copies of the following documents :
  - *a)* Provisional GST Certificate/GST Certificate/Scanned copy of GST No of the Firm.
  - b) Scanned copy of PAN Card in the name of firm/proprietor.
  - *c)* Scanned copy of completed Questionnaire.
  - *d*) Provide legal status of Firm along with documentary evidence.
  - e) The Manufacture should have at least TWO Rate Contract with other CSIR Labs./Institutes/ Other Government Organizations /IITs/ Central Universities, over the past TWO years. They should enclose copies of those Annual Rate Contracts with complete name address phone no. emails etc. of the organizations to whom they have supplied.
  - f) Scanned copy of Balance sheet duly certified by the Charted Accountant

forfirm's turnover for the last two years.

- g) Scanned copy of Income Tax Return for last two years
- *h*) Scanned copy of RTGS/Bank details of the firm.
- *i*) Scanned copy of undertaking duly filled in and signed by owner/proprietor of firmwith legible name, mobile number & E-mail ID etc.
- j) Scanned copy of duly Signed and stamped (<u>showing Tender Reference</u> <u>Number</u>) Manufacturer's Authorization Form (Annexure- V) (In case the bids have been submitted by the Authorized Dealer/Distributor)
- *k*) Scanned copy of duly signed and stamped Certificate regarding uniformity of Price List etc as per Annexure-XIV.
- *I)* Tender acceptance letter as per format.
- *m*) Duly filled, signed and stamped Code of Integrity as per format.
- *n*) The bidder should not have been banned/suspended/blacklisted for any reasons by Government Institute/PSU etc in last three years. A self –certified letter on company's letter head.
- o) A copy of self- certification about the products offered in this tender meets local content requirement for Class- I local supplier (local content equal to or morethan 50%) or Class- II local supplier (local content more than 20% but less than 50%) as per Make in India Policy. The details of the location(s) at which the local value addition is made should also be mentioned in the selfcertification.

This certificate is to be issued by the Original Manufacturer as per Annexure-XI.

- p) A copy of certificate (a model certificate of Tenders is given in the attached copy of the policy document) regarding **Restrictions on procurement from a bidder of a country which shares a Land Border with India** wherein if any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or work only if the bidder registered with the competent authority. This certificate is to be issued by Original Manufacturer.
- *q)* Bidder may provide unique GeM Seller ID
- *r)* Printed Price Catalogue in .pdf format. In case your offer is accepted you will have to submit your prices catalogue in an Excel format as per Annexure-XVI (the prices in the Excel format should be as per the price catalogue which you have submitted in PDF version).
- *s)* Duly filled, signed and stamped PRICE SCHEDULE FORM (Annexure- VII)
- t) Duly Filled BOQ

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#### ANNEXURE - II

## 1. <u>Eligibility Criteria & Terms and conditions for participants in the bidding</u> process:

The bids are invited from Manufacturers. The manufacturers should be Class I/II local suppliers only as per Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19<sup>th</sup> July 2024.

**Class–I Local supplier** – means a supplier whose goods offered for procurement meets the minimum local content of 50%.

**Class–II** Local supplier – means a supplier whose goods offered for procurement meets the minimum local content of 20%.

**Local content:** Means the amount of value added in India, which shall, unless otherwise prescribed by Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent (%).

The bidders are required to indicate percentage of local content and provide self-certification the items offered meet the local content requirement for Class–I Local Supplier/Class–II Local Supplier as the case may be. Further the bidders shall also give details of the location(s) at which the local value addition is made.

## Bidders may please note that

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.

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or recondition of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would

not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

In case of bid submission by Authorized Dealer/Distributor, then submission of MANUFACTURER'S AUTHORIZATION FORM (ANNEXURE-V) IS MANDATORY. However, Local Content Certificate is to be issued directly by Original Manufacturer (Bid Specific along with Name, Address, Contact No., Email-id of the Authorized Signatory who singed this document.

False declarations will be in breach of the Code of Integrity under Rule175(1)(i)(h) of the General Financial Rules 2017 for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of above cited order shall not be eligible for preference under above Order for procurement by any other procuring entity for the duration of the debarment.

## 2. <u>PRICES</u>:

- 2.1. Rate Contract shall be concluded on <u>NDP (NET DEALER PRICE) BASIS</u> with applicable discount.
- 2.2. The prices should be FOR, CSIR-IICB Kolkata. CSIR-IICB has two establishments at two different locations at present viz. (1) CSIR-IICB Main Campus at Jadavpur (Kolkata) and (2) CSIR-IICB TRUE Campus at Salt Lake (Kolkata). The supplies to be made to the above location/s as per Delivery instructions to be mentioned in the Purchase Order. Stores inclusive of packing, forwarding. If ex-works / godown prices are quoted, then, packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately. Prevailing rates of GST may be mentioned separately. No other charges other than those mentioned clearly in the quotation will be paid.
- 2.3. Vague terms like "packing forwarding transportation etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. <u>Such tender shall be treated as incomplete and rejected</u>.
- 2.4. The bid should be uploaded with Company/OEM Price Catalogue (valid for the ARC period) in PDF format. If bid does not accompany Company/OEM Price Catalogue (valid for the ARC period), the offer shall not be accepted.
- 2.5. The Price Catalogue should contains the following:
  - a) Category
  - b) Sub-Category (if any)
  - c) Catalogue number

- d) Item description
- e) HSN code
- f) Item unit
- g) Item Type (Ex. Hazardous, perishable etc.)
- h) Item rate
- i) Applicable GST Percentage (%)

In case your offer is accepted you will have to submit your prices catalogue in an Excel format as per Annexure-XVI (the prices in the Excel format should be as per the price catalogue which you have submitted in PDF version).

- 2.6. The **"BOQ Form"** (Excel Format) is same as **"Price Schedule Form"** (PDF Format) of Annexure-VII. Therefore, in the event of any difference between these two formats, submitted by the bidder, the **"Price Schedule Form"** (PDF Format) of Annexure-VII shall be considered as the valid document/offer for the evaluation of bid purpose.
- 2.7. The Bidder will submit sufficient numbers of Hard copies of PriceList/Catalogue to CSIR-IICB within 15(Fifteen) days from establishment of contract.
- 2.8. Rate Contract discount as offered shall be deducted from Catalogue Price.
- 2.9. Rate Contract shall be concluded only for the requested category and not for all items available in the Price List.
- 2.10. No other non-consumable items should be mentioned along with quoted items.
- 2.11. Rates shall be fixed and unchanged for the RC duration and if rates are increased during contract period the same will not be charged for CSIR-IICB.
- 2.12. Manufacturer's may offer a separate discount for bulk purchase and also define the quantity to be treated as 'bulk' for a single supply order.
- 3. Availability of offered items in GeM Portal:

An undertaking must be submitted by the bidder, with the tender document, that the product offered for rate contract are not uploaded on GeM portal. If some products of catalogue are offered on GeM, a list of such items (which are available on GeM) must also be furnished with the tender or the same must be mentioned / highlighted / star marked in the pricelist.

#### 4. <u>Reasonability of Price and Fall Clause:</u>

- a. The price to be quoted (Price as indicated in the price list less discount plus taxes and duty if applicable) by the Bidder under the rate contract should in no event exceed the lowest price at which the Bidder sells the stores of identical description to any other organization during the currency of rate contract under identical condition of sale. If R/C holder reduces its price or sells or even offers to sell the same item/s at a reduced price during the currency of the rate contract, price will be automatically reduced with effect from that date for all the subsequent supplies under the R/C.
- b. An undertaking as per Annexure-XIV is required to be given by all the manufacturers

that the rates offered by them are not more than the rate offered to any other Government agencies/Institution and the discount offered is not less than the discount offered to any other Government agencies/Institutions. In case any such discrepancy is noticed they shall refund the amount to CSIR - IICB and also Rate Contract is liable to be cancelled.

**c.** During the Rate Contract period, **special offer** introduced by manufacturer/supplier must be offered to CSIR-IICB and should be intimated in advance. However, Director CSIR-IICB will retain the right to avail the special offer.

#### 5. <u>Taxes & Duties:</u>

CSIR- IICB does not provide any GST concessional form/certificate. Therefore, applicable GST (%) is to be quoted.

- 6. The Rate Contract shall be in the nature of standing tender for the specified range of products from the supplier for the contracted period. However, there shall be no guarantee of drawls of any item for a minimum or specified quantity during the contract period.
- 7. In case of emergency, CSIR-IICB may purchase the same item under ARC through adhoc contract with a new supplier. If the supplier fails to make supply within due date, CSIR-IICB shall make arrangement from the local market and any difference so occurred in price shall be borne by the Supplier.

#### 8. <u>Delivery:</u>

- a. The ordered items must be delivered at CSIR-IICB unless otherwise specified in the purchase order within a period of 4 (four) weeks for all products from the date of issue of purchase order. Supplies are normally accepted at Stores Receiving Section on all working days from 10:30 AM to 05:00 PM except on Saturday, Sunday and other public holidays.
- b. Beyond this the Supply Order is liable to be treated as cancelled. It may however be noted that Force Majeure clause is acceptable to us. Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the Firm.
- c. Only one bill will normally be accepted against one purchase order. If, due to urgency, material is supplied in more than one lots, it should be done only after obtaining prior approval from the competent authority.
- d. A penalty of 0.5% (point five per cent) per week of delay subject to a maximum of 10% (ten per cent) shall be levied in cases where ordered goods are delayed beyond the scheduled delivery period.
- e. All the perishables/hazardous/fragile item(s) shall be opened in the presence of the representative of the bidder and the user, if required. Bidder will be responsible for any loss due to negligent packing and transportation. Package of such products shall specifically indicate that goods being supplied and perishables/hazardous/fragile with advance written intimation to this office.

## 9. <u>Product quality:</u>

- a) The supplies must be conformed to the specification of our supply order. If the same is found defective the same will be replaced immediately free of charges at CSIR-IICB, Kolkata.
- b) All supplied items must have **maximum shelf life/ expiry date**. Items supplied with **lesser than 1 year expiry period** is likely to be rejected.
- c) The Bidder (Manufacturer) **must agree for free replacement in case in any discrepancy** found with regard to quality/ quantity of the material supplied by them under this Rate contract. The same should be done within a period of 30 (thirty) days or earlier from the date of intimation to the supplier.

## 10. <u>Payment:</u>

- a. 100% payment for the supply of materials shall be made on bill basis normally within 30 days against delivery after the same are checked and found that the item(s) is/are in order by the end user and on receipt of a certificate from the CSIR-IICB's end user. The bidder has to submit a pre- receipted bill in triplicate duly stamped along with a certificate mentioned below the details of their bank account for this purpose. The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract. The firm shall furnish the details of their Bank Account, IFSC code GSTIN & PAN Nos., etc printed on their invoice in order to enable CSIR-IICB, Kolkata to make payments through NEFT/ RTGS.
- **b.** Only one bill will normally be accepted against one purchase order. If, due to urgency, material is supplied in more than one lots, it should be done only after obtaining prior approval from the competent authority.

## 11. Parallel Rate Contracts:

The CSIR – IICB, Kolkata reserves the right to enter into parallel Rate Contract for similar/same items during the period of Rate Contract with one or more parties.

## 12. Requirement of Registration (Ref.: Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India and amendment vide OM No. F 7/10/2021-PPD dated 23.02.2023)

- 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 i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
- II. "Bidder" (including the term 'tenderer',' consultant' or' service provider' incertaincontexts) meansany personor 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 bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Bidder from a country which shares a land border with India "for the purpose of above order / this tender 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.
- IV. The Beneficial owner for the purpose of (iii) above will be as under:
- 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 owner ship interest" means ownership of or entitlement to more than twenty five per cent 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 than fifteen percent of the property or capital or Profits of such association or body of individuals.
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - I. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

#### 13. <u>Code of Integrity:</u>

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 Suo Moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; 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 filled 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.

Bidder has to furnish a declaration to this effect as per **ANNEXURE-X**.

- **14.** No EMD/Bid Security & Performance Security is payable. No Tender document fee is payable.
- 15. The Manufacturer should have at least TWO Rate Contract with other CSIR Labs. /Institutes/ Other Government Organizations /IITs/ Central Universities over the past TWO years. They should enclose copies of those Annual Rate Contracts with complete

## name address phone no. emails etc. of the organizations to whom they served.

- **16. <u>BID VALIDITY</u>**: The bid has to be valid for 90 days from the date of opening.
- 17. <u>VALIDITY OF RATE CONTRACT</u>: The prices must be keptvalidup to **30.06.2025**. No upward changes in prices will be acceptable in any condition during the period of the rate contract. However, if there happens to be a downward revision in prices of the items concerned during the contract period, the benefit of the price reduction shall be passed on to the Institute. Force Majeure clause is accepted to us. The Rate Contract may be extended for a period of 3 (three) months if required.
- **18.** The vendor and / or the CSIR–IICB are entitled to withdraw / cancel the Rate Contract by serving an appropriate notice on each other normally by giving 30(thirty) days time.

## 19. <u>The Purchase preference is applicable to MSEs (Micro & Small Enterprises only) subject to</u> <u>conditions given below:</u>

- a. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
- 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.

## 20. Settlement of Disputes:

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after Twenty-One (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) 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.
- **21.** All disputes in case of any award under the proposed Rate Contract shall be subject to Kolkata, West Bengal Jurisdiction.
- **22.** Conditional tender shall not be accepted.
- **23.** Unsolicited Bids shall be summarily rejected.
- **24.** If it is found at later date that any information/certificate/document given in the application is incorrect/false, the contract shall be liable to be cancelled/terminated.
- **25.** The crucial date for delivering all the credentials shall be the Bid Submission End Date.
- 26. ACCEPTANCE OF TENDER & RELAXATION OF TENDER CONDITIONS Normally, no condition of the tender shall be relaxed. However, the Director, CSIR-IICB may at his discretion relax any of the conditions of the tender in the best interest of the Institute in exceptional cases depending upon the merits of the case. The final acceptance/decision will be taken after screening the offers by a duly constituted committee and The Director, CSIR-IICB reserves the right to accept or reject any or all tenders either in part of in full.

#### ANNEXURE-III

#### **SCHEDULE OF REQUIREMENTS**

- Name of the purchaser -The Director, CSIR-Indian Institute of Chemical Biology Kolkata (WB)
- Purchaser's mailing address-The Director,
   CSIR-Indian Institute of Chemical Biology 4, Raja S C Mullick Road,
   Jadavpur, Kolkata (WB)

Documents/Papers to be submitted/uploaded with Technical Bid: (In the absence of these, tender cannot be considered).

| SI. No. | Documents  |  |
|---------|--|--|
|         | required   |  |
| 01      | Bidder information Form as per Annexure-IV         |  |
| 02      | Manufacturers Authorization Form as per Annexure-V |  |
| 03      | Application Form as per Annexure-VI                |  |

| 04 | Price Schedule Form as per Annexure-VII  |
|----|--|
| 05 | Tender Acceptance Letter as per Annexure-VIII  |
| 06 | Questionnaire as per Annexure-IX   |
| 07 | Code of Integrity as per Annexure-X  |
| 08 | Declaration as per Annexure-XI regarding percentage of Local Content in offered                  |
|    | products as per DPIIT, Ministry of Commerce and Industry OM No. P-45021/2/2017-PP                |
|    | (BE-II)-Part (4)Vol.II dated 19 <sup>th</sup> July 2024. To be issued by Original Manufacturer   |
| 09 | Declaration as per Annexure-XII regarding restrictions on procurement from a bidder              |
|    | of a country which shares a land Border with India [Ref. Fin Min Order 6/8/2019-PPD              |
|    | dt. 23.07.2020 and 24.07.2020). To be issued by Original Manufacturer                            |
| 10 | Declaration as per Annexure-XIII regarding registration of suppliers on GeM under                |
|    | Rule 150 of GFR 2017 [Ref. Fin Min Order 6/9/2020-PPD dt. 24.08.2020)                            |
| 11 | Declaration/certification as per Annexure-XIV regarding uniformity of Price, Discount            |
|    | etc.   |
| 12 | E-Payment Format as per Annexure-XV  |
| 13 | Duly Filled BOQ (Excel Format)   |
| 14 | Manufacturer's Price Catalogue (valid for the ARC period) in PDF version                         |
| 15 | The manufacturer should have at least TWO Rate Contracts with other CSIR laboratories /          |
|    | Institutes / other GOI organizations / IITs / Central Universities over the past TWO years. They |
|    | should enclose copies of those Annual Rate Contracts with complete name, address, phone          |
|    | numbers, email IDs etc. of the organizations to whom they have served.                           |
| 16 | The bidder should not have been banned/suspended/blacklisted for any reasons by                  |
|    | Government Institute/PSU etc in last three years. A self –certified letter on company's          |
|    | letter head.   |

Controller of Store & Purchase

#### ANNEXURE-IV

**Bidder Information Form** 

(In Company Letterhead)

(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 :             |  |
|-----|-----------------------------------|--|
| 02. | In case of JV, legal name of each |  |
|     | party:                            |  |
| 03. | Bidder's actual or intended       |  |
|     | Country of Registration:          |  |
| 04. | Bidder's Year of Registration:    |  |
|     |                                   |  |
| 05. | Bidder's Legal Address in         |  |
|     | Country of Registration:          |  |
| 06. | Bidder's Authorized Representati  | ve details :   |
|     | Name:                             |  |
|     | Designation :                     |  |
|     | Address:                          |  |
|     | Telephone/Fax numbers:            |  |
|     | Email Address:                    |  |
| 07. |                                   | ments of: [check the box(es) of the attached original or Registration of firm named in 1, above. |

(Attach a copy of each document/certificate, duly sighed by authorized signatory with Date and Official Seal)

For and on behalf of M/s.....

[Seal of the firm]

Place: - .....

#### **ANNEXURE - V**

#### <u>MANUFACTURERS' AUTHORIZATION FORM</u> (In Company Letterhead)

(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. This authorization letter must contain our tender no.)

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 category of goods manufactured), having factories at (insert full address of Manufacturer's factories), do herebyauthorize (insert complete name of Bidder) to submit a bid the purpose of which is to provide the Goods, manufactured by us (insert the category of Goods), and to subsequently negotiate to sign the Contract.

We hereby confirm that we shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, Packages or defects at the time of supply/usage. In such cases we shall providefree replacement immediately.

Signed

(insert signature(s) of authorized representative(s) of the Manufacturer)

Name:

(insert complete name(s) of authorized representative(s) of the Manufacturer)

Title \_

Duly authorized to sign this Authorization on behalf of: (insert complete name of Bidder)

#### ANNEXURE- VI

## APPLICATION FORM FOR ENTERING INTO RATE CONTRACT FOR CHEMICALS WITH CSIR-IICB, Kolkata

(In Company Letterhead)

| Sr No | Description of requirement          | Reply of bidder |
|-------|-------------------------------------|-----------------|
| 1     | Name & full address of the          |                 |
|       | applicant:                          |                 |
|       |                                     |                 |
| 2     | Items/materials for which           |                 |
| 2     | ratecontract desired applied        |                 |
|       | for                                 |                 |
|       | a. Chemicals                        |                 |
|       | b. Glassware                        |                 |
|       | c. Plastic ware                     |                 |
|       | d. Filter Paper/s                   |                 |
| 3     | If the firm is under Rate Contract  |                 |
|       | with other Govt. Dept/Research      |                 |
|       | institute. Give details Along with  |                 |
|       | certified copies of rate contract   |                 |
|       | and Service providing issued by     |                 |
|       | institutes/depts                    |                 |
| 4     | Annual Turnover of the              |                 |
|       | firm/company during last            |                 |
|       | financial year (documents in        |                 |
|       | Support of claim to be furnished)   |                 |
| 5     | Annual business volume (in lakhs)   | RC:             |
|       | with CSIR-IICB in last financial    |                 |
|       | year (Both RC and Non RC            |                 |
|       | Supplies for Items quoted for).     | Non-RC :        |
| 6     | Annual business volume with         |                 |
| 0     | other than CSIR-IICB Institute for  |                 |
|       | the year <u>2022-23</u> . (upload   |                 |
|       | supporting documents)               |                 |
| 7     | WHETHER the firm is registered      |                 |
| /     | under company Act 1956. If yes,     |                 |
|       | enclose certified copies: In Case   |                 |
|       | firm is registered with other govt. |                 |
|       | dept./ Agency, the same may be      |                 |
|       | stated with documentary             |                 |
|       | evidence                            |                 |
| 8     | Certified copies of                 |                 |
|       | A. GST registration no. With        |                 |
|       | date of validity                    |                 |

| [  |   |        |
|----|---|--------|
|    | B. Latest copy of Income Tax<br>Return<br>(please enclose copies of<br>relevant papers)   |        |
| 9  | <ul> <li>(a) Income Tax PAN no. (in the name of Firm/company &amp; not individual)</li> <li>(b) Latest copy of return filed with Income Tax Department:</li> </ul>  |        |
| 10 | Whether latest scanned printed<br>original price list by Manufactures<br>is enclosed:<br>(Please be noted that tender<br>will be rejected in case Price list<br>not uploaded/submitted)   |        |
| 11 | Banned/black listed by any<br>A. Ministry/Deptt. Of<br>central govt. or any<br>B. State Govt. If so, give<br>details  |        |
| 12 | <ul> <li>As per Make in India Policy-</li> <li>A) Percentage of Local content in your offered products-</li> <li>B) Class- I Local supplier / Class- II Local supplier – Class-I Local supplier means— local content equal to or more than 50% Class-II Local supplier means local content more than 20% but less than 50%</li> </ul> |        |
|    | <ul> <li>C) A self- certification copy<br/>with all details is submitted<br/>with bid is issued by Original<br/>Manufacturer- (YES/NO)</li> </ul>   |        |
| 13 | As per Restrictions on<br>procurement from a bidder of a<br>country which shares a Land<br>Border with India-<br>Whether the products are<br>indigenously manufactured or<br>not  | YES/NO |

|    | If no, please specify either of following- |                |
|----|--|----------------|
|    | A) Bidder is not from such                 | Whether A or B |
|    | country that has land                      | l              |
|    | border share with India. A                 |                |
|    | certificate should be                      |                |
|    | attached with bid.                         |                |
|    | <b>B)</b> Bidder is from such              |                |
|    | country that has land                      |                |
|    | border share with India. A                 |                |
|    | certificate, issued by the                 |                |
|    | competent authority,                       |                |
|    | should be attached bid.                    | 1              |
| 14 | Unique GeMSeller ID                        |                |
|    | of the Bidder                              |                |
|    |  |                |
|    |  |                |
|    |  |                |
|    |  |                |
| 15 | Name & Address of authorized/              |                |
|    | valid dealers for hqr. & campuses,         |                |
|    | if any IICB Kolkata                        |                |
| 16 | Percentage of Discount offered             |                |
|    | along with certificate of not              |                |
|    | giving higher discount to any              |                |
|    | other organizations In India               |                |
| 17 | Any other information vital for            |                |
|    | entering in to rate contract               | 1              |

#### <u>Undertaking</u>

I/We hereby undertake that the information provided in the bid of annual rate contract are true and correct to the best of our knowledge and belief. In case any information is found incorrect and/falseat a later stage, purchaser can terminate the rate contract and also take legal action, if any, against our firm as per rules of the Institute.

Date For and on behalf of M/s.....

[Seal of the firm]

Place: - .....

#### ANNEXURE- VII

#### PRICE SCHEDULE FORM

(In Company Letterhead)

| SI.<br>N. | Name of the items | Discount offered in<br>(%) on Net Dealer<br>Price (NDP) Basis | Total Discount |
|-----------|-------------------|---|----------------|
| 1.        | CHEMICALS         |   |                |
| 2.        | GLASSWARES        |   |                |
| 3.        | PLASTICWARES      |   |                |

For and on behalf of M/s.....

[Seal of the firm]

Place: - .....

Date: -....

#### Note to Bidder:

- I. ARC shall be concluded on NDP basis.
- II. The bidder should quote discount(s) as per IICB format only and only for the category forwhich bid(s) has been requested.
- III. The bidder should use separate bid format sheet for different manufacturer/ category (if applying) and all such signed and stamped bid format should be scanned as a single PDF file for uploading.
- IV. The "BOQ Form" (Excel Format) is same as "Price Schedule Form" (PDF Format) of Annexure-VII. Therefore, in the event of any difference between these two formats, submitted by the bidder, the "Price Schedule Form" (PDF Format) of Annexure-VII shall be considered as the valid document/offer for the evaluation of bid purpose.

#### **ANNEXURE- VIII**

#### TENDER ACCEPTANCE LETTER

(In Company Letterhead)

Date:

Τo,

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No. \_\_\_\_\_\_ Name of Tender/Work \_\_\_\_\_\_

Dear Sir,

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: \_\_\_\_\_ as per youradvertisement, given in the above mentioned website(s).
- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to (including all documents like annexure (s), schedule (s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality / entirety.
- 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/banned/suspended by any CSIR Labs orits constituent units/Govt. Department/Public sector undertaking.
- 6. I / We do hereby declare that our Firm has is not a consortium.
- 7. I / We do hereby declare that the quoted prices are the minimum and we have not quoted the same item on lesserrates than those being offered to CSIR-CSIR-IICB to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.
- 8. I / We do hereby declare that as per the Order No. P45021/2/2017-PP(BE-II) dated: 16 Sep 2020 issued by DIPP, Ministry of Commerce and Industries, GoI. We are (Class–Ior Class–II)
- 9. Goods and/or Services quoted by us are Manufactured within India or We fulfill the Conditions for eligibility criteria as Applicable for Land Border Share and has provided Certificate as per appropriate Annexure [Strike out which is not applicable]
- 10. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedyincluding the forfeiture of the full said earnest money deposit absolutely.

For and on behalf of M/s....

[Seal of the firm]

Place: - .....

#### **ANNEXURE-IX**

#### **QUESTIONNAIRE**

#### (In Company Letterhead)

Bidders should furnish specific answers to all the questions given below in case a question does not apply to a bidder the same should be answered with the remark "NOT APPLICABLE". Bidders may please note that if the answers so furnished are not clear and /or are evasive, the bid will be liable to be ignored.

| Bid No                                 | Date for bid opening on  |
|--|--|
| Bid Validity                           |  |
| Brand of goods offered                 |  |
| Name & Address of Manufacturer         |  |
| E-mail ID of Manufacturer              |  |
| Contact number of Manufacturer         |  |
| Station of Manufacturer                |  |
| A) What is your PAN No.                |  |
| B) What is your GSTN No.               |  |
|  |  |
|  |  |
|  |  |
| , .                                    |  |
| under the following-                   |  |
| 1) Reserved category                   |  |
| 2) Proprietorship owned by Women       |  |
|  |  |
|  |  |
|  |  |
| have been currently banned by any      |  |
| Ministry/dept. Or central Govt. or any |  |
| state                                  |  |
| Govt                                   |  |
| <b>C</b> ,                             |  |
|  |  |
| • •                                    |  |
| _                                      |  |
| •                                      |  |
|  | Bid Validity         Brand of goods offered         Name & Address of Manufacturer         E-mail ID of Manufacturer         Contact number of Manufacturer         Station of Manufacturer         A) What is your PAN No.         B) What is your GSTN No.         Confirm whether you have attached your latest/current ITCC certified photocopy there of         Are your firm registered with the MSME? If so, Kindly indicate that whether your firm is under the following- <ol> <li>Reserved category</li> <li>Proprietorship owned by Women Entrepreneur</li> </ol> Whether you have submitted your Bank details as per the prescribed format         State whether business dealings with you have been currently banned by any Ministry/dept. Or central Govt. or any state |

For and on behalf of M/s.....

[Seal of the firm]

| Place: - |  |
|----------|--|
|----------|--|

#### ANNEXURE-X

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

(In Company Letterhead)

Ref. No:

Date \_\_\_\_\_

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No.\_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under? \_\_\_\_\_\_? 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:

а

b

с

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

Thanking you,

For and on behalf of M/s.....

[Seal of the firm]

Place: - .....

<u>ANNEXURE- XI</u>

## Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic value addition for the quoted item to be furnished on original Manufacturer's letter head and signed by the authorised signatory of original Manufacturer. (In Company Letterhead)

Date:

I \_\_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_\_, Resident of do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public Procurement (preference to Make in India), Order2017 – Revision; regarding its revision dated 19<sup>th</sup> July 2024.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19.06.2024 and its subsequent amendments.

I agree to maintain the following information in the Company's record for a period of 3 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

| i. Name and details of the Domestic Manufacturer              |  |
|---|--|
| (Registered Office, Manufacturing Unit location, nature of    |  |
| legal entity),  |  |
| ii. Location at which the value was added (Detailed address). |  |
| iii. Date on which this certificate is issued,                |  |
| iv. R &D item for which the certificate is produced,          |  |
| v. Procuring entity to whom the certificate is furnished,     |  |
| vi. Percentage of local content claimed,                      |  |
| vii.Name and contact details of the unit of the manufacturer, |  |

Contd..... (Next Page)

I/We do hereby declare that as per the order no. P-45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19<sup>th</sup> July 2024 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, we are \_\_\_\_\_\_(Class-I/Class-II) supplier.

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.

The following will also be not calculated as local content.

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or recondition of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

I/WE CERTIFY THAT ALL INFORMATION FURNISHED BY THE OUR FIRM IS TRUE & CORRECT AND IN THE EVENT THAT THE IFNORMATION IS FOUND TO BE A FALSE DECLARATION IT WILL BE A BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1)(i)(h) OF THE GENERAL FINANCIAL RULES FOW WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151(iii) OF THE GENERAL FINANCIAL RULES ALONG WITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

> For and on behalf of M/s..... Authorised Signatory Name of Authorised Signatory: Designation: Address: E-mail: Phone No:

[Seal of the firm]

Place: - .....

#### ANNEXURE-XII

#### CERTIFICATE

#### Manufacturer's letter head and signed by the authorised signatory of original Manufacturer

#### (In Company Letterhead)

#### [To be submitted by the bidding/participating firm in their letter Head]

With reference to CSIR-IICB tender Enquiry bearing No. ..... dated ...... it is certified that:

- We have read clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;
- We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the Competent Authority has been attached with the bid.
- We have also read clause that any 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 in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority.
- We hereby certify that this we fulfill all requirements in this regard and is eligible to be considered. (As per requirements under P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon and under No. F.7/10/2021-PPD(1) dated 23.02.2023 issued by Fin. Min., DoE, PPD, GOI.)

For and on behalf of M/s.....

[Seal of the firm]

Place: - .....

#### **ANNEXURE-XIII**

#### UNDERTAKING

(In Company Letterhead)

We hereby declare that neither we nor any of our Authorized Dealer/Distributor/Sales Partner/Channel Partner/Franchisee or any entity known to us has/have uploaded the products (which are offered along with this Bid/Offer for Annual Rate Contract) in GeM Portal.

#### OR

We hereby declare that the following products of our Price Catalogue are

- a. already available in GeM Portal or
- b. uploaded in the GeM Portal by us or on our behalf

A list containing such items may be attached hereto or these items may be shown in Price List with HIGHLIGHTING or STAR MARKING.

For and on behalf of M/s.....

[Seal of the firm]

Place: - .....

#### ANNEXURE-XIV

#### <u>CERTIFICATE</u> (Regarding uniformity of Price) (In Company Letterhead)

- 2. I/We hereby certify that price list submitted with bid is in circulation throughout the country. Nothing is hidden in this price list.
- 3. The discount as given within the bid is highest. I/We have not given higher discount to any other state/Central Govt. Department.
- 4. If I reduce its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

In the event of this certificate in found false, CSIR-IICB can execute further necessary action against us whichever deem fit.

For and on behalf of M/s.....

[Seal of the firm]

Place: - .....

#### **ANNEXURE-XV**

| 1 | Name of account holder         |  |
|---|--------------------------------|--|
| 2 | Address                        |  |
| 3 | e-mail address                 |  |
| 4 | Phone No./Mobile No.           |  |
| 5 | Fax No.                        |  |
| 6 | Permanent Account Number (PAN) |  |
| 7 | Particulars of Bank Account    |  |
|   | A. Name of the Bank            |  |
|   | B. Name of the Branch          |  |
|   | C. Branch Code                 |  |
|   | D. Address                     |  |
|   |                                |  |
|   | E. Telephone No                |  |
|   | F. Account No.                 |  |
|   | G. Type of Account             |  |
|   | H. IFSC Code ( RTGS/NEFT)      |  |
|   | I. MICR code                   |  |

#### E-Payment Format (In Company Letterhead)

We/I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, I/ we would not hold CSIR-IICB responsible.

For and on behalf of M/s.....

[Seal of the firm]

Place:- .....

## Annexure-XVI

## Price Catalogue Format

| catalogNo | itemDesc | unit/packSize | HSN_CODE | unitRate | discount | taxes |
|-----------|----------|---------------|----------|----------|----------|-------|
|           |          |               |          |          |          |       |
|           |          |               |          |          |          |       |
|           |          |               |          |          |          |       |