



CSIR- Indian Institute of Integrative Medicine
(Formerly known as Regional Research Laboratory)

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Tender No: 21(02)24-25-RC-02 Dated 03 July 2024

TENDER DOCUMENT

FOR

THE CONCLUSION OF ANNUAL RATE CONTRACT OF VARIOUS GLASSWARES
FOR THE YEAR 2024-2025.

INVITATION FOR BIDS / NIT

01 Director, CSIR- Indian Institute of Integrative Medicine, Jammu, invites e-bids from manufacturer, their authorised distributors and Authorised stockist / Authorised Dealers etc. and Indian Agent of Foreign principals, if any, through etenders.gov.in portal for the conclusion of Annual Rate Contract for Various Glasswares.

Sl..No.	Tender No.	Description of items	Single/ Double bid	Bid Security (EMD) (in Indian Rupees)
1.	21(02)24-25-RC-02 Dated 03 July, 2024.	Annual Rate Contract For Various Glasswares	Single	Bid Securing Declaration as per annexure VIII to be submitted instead of submission of EMD EMD is not applicable for this tender.

Offers are invited from Indian Manufacturers/Principals of the above said consumables having minimum 20% local content. Indian Manufacturers / Principals in light of CSIR guidelines and recent Govt. of India regulations on “Make In India”.

It may be noted that the Rate Contract shall be concluded on a *fixed price basis* which would be valid during the currency of the contract without any firm commitment on our part for assuring any minimum quantum of business. We are inviting rate contract proposals for the following category of products.

Category	Brand
For Various Glassware	1. Any Reputed Manufacturer fulfilling the eligibility as per Clause II. Eligibility Criteria.

The Rate Contract shall be valid till 30.06.2025.

02. The Director, CSIR- Indian Institute of Integrative Medicine, Jammu reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	03-07-2024 06.00 PM
2.	Sale/document Download Start Date & Time	03-07-2024 06.00 PM
3.	Bid Submission Start Date & time	03-07-2024 06.00 PM
4.	Bid Submission End Date & Time	25-07-2024 3.00 PM
5.	Bid Opening Date & Time	26-07-2024 03.00 PM

Chapter – I

Important Terms and Conditions:

1. The bids are invited from local suppliers as per Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No.P- 45021/2/2017-PP (BE-II) dated 16 September 2020

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

False declarations will be in breach of the Code of Integrity under Rule 175(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. **Requirement of Registration(Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)**

- 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 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’ 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 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:

- 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.
 - a. Explanation-
 - b. ‘Controlling ownership interest’ means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company;
 - c. “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 shareholders 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.

V. An agent is a person employed to do any act for another , or to represent another in dealings with third person.

Further the following certificate has to be submitted by the bidder

“ I have read the clauses 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.”

Date :

(Name & Signature of bidder)

(Where applicable, evidence of valid registrations by the competent Authority shall be attached)

Other Terms & Conditions:

I. Price

- 1.1.1 The Tenderer's are requested to submit their offer on their own letter head, neatly typewritten without any overwriting. The Tenderers shall have to indicate clearly the brand of the product(s) for which they are submitting the RC proposal. The bidder must undertake that the prices mentioned in their pricelist are valid till end of the Rate Contract (RC) period without any hike. However, in the event of any decrease in the prices the same should be notified to us. Alongside, if any special promotional marketing scheme(s) is/are launched, the same must be made available to CSIR-IIIM, Jammu. However, CSIR-IIIM will have the right to avail the offer or not.
- 1.1.2 The bidder should ensure that the prices quoted are **FOR, CSIR-IIIM, Jammu/Srinagar** basis, including its packing, forwarding and unloading at CSIR-IIIM as per the purchase order and inclusive of all taxes and duties. If Ex-works/godown prices are quoted then, packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately. In case of temperature controlled products, necessary precautionary measures shall be taken so that the item(s) remain in the specified temperature till its delivery to the end user.
- The Institute is exempted from payment of Custom Duty under notification No. 51/96. GST will be paid as per notification No. 47/2017-Integrated Tax (Rate) Dated 14th November 2017 issued by Ministry of Finance, Department of Revenue, Govt. of India. However prevailing rates of GST may be mentioned separately. No other charges other than those mentioned in the quotation will be paid.
- 1.1.3 Vague terms like "Packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. Such tender shall be treated as incomplete and rejected.
- 1.1.4 The prices are fixed during the currency of RC and the end users of the institute shall procure the rate contract item(s) through cash/credit or emergency basis in view of any urgency. In such cases, the bidder is not permitted to charge higher prices than the prices approved under the RC. In case if it is found that the bidder is charging lesser prices than the prices agreed under the rate contract, the prices shall be modified suitably without any intimation to the bidder.
- 1.1.5 The Price with following details for entire range of products shall be uploaded.
- Category: Glasswares
 - Catalogue no.: Cat no. of each item should be mentioned.
 - Item Description: Detailed description of item name
 - HSN Code: HSN code of each item should be mentioned.
 - Item type: Consumable/Non-consumable
 - Item unit: No./Piece/Pk etc.
 - Item rate: Price in INR only.
 - discount of percentage (%): Discount in percentage against each item should be mentioned.
 - Applicable IGST/CGST/SGST percentage (%): GST in percentage should be mentioned.

- 1.1.6 Price lists must be provided in the excel sheet format followed by duly signed & stamped hard copy so that the accessibility of prices will be user friendly. However, in case if there is difficulty in submission of pricelists / catalogue online due to huge volume. Sufficient no of duly signed and stamped hard copies shall be supplied to CSIR-IIIM, Jammu along with soft copy if any before tender opening. However bidder shall ensure that no discrepancy exist between the soft copy and hard copy of NDP price list made available to this office, without fail. It may please be noted that failure to upload price list or submission of hard copy/soft copy of price list prior to tender opening may result into rejection of the bid.
- 1.1.7 The bidders may tender a separate discount/pricelist for bulk purchases and also define the quantity to be treated as “bulk”. Special tenders or end of season sales shall not be covered by the rate contract and hence shall be processed separately.
- 1.1.8 Interested bidders quoting more than one brand are hereby requested to submit a separate bid (containing all the documents) for each brand along with a separate Bid Securing Declaration Form
- 1.1.9 The bidder must provide a certificate of accepting the Fall clause.

II. Eligibility Criteria

A Bidder must qualify all the following criteria for his Bid to be responsive :

- 1.2.1 The Bidder should have running Rate Contracts for relevant category with at least 03 (three) Govt. organization / CSIR Institute during previous financial year **(Rate contract copies must be enclosed)**.
- Bids of firms which did not have any Rate contract with other Govt. organization / CSIR Institute in the past but have submitted their bids against this tender shall be evaluated by the committee about suitability of their products for CSIR-IIIM’s requirement before final decision is taken on their bid.
- 1.2.2 The Bidder should have executed orders for relevant category of minimum cumulative order value of Rs. 1,00,000/- (Rupees One lac only).
- 1.2.3 Only one manufacturer or its authorized dealer can quote. If both Manufacturer and dealer quotes for the same tender, both their tenders will be rejected.
- 1.2.4 Bidder should provide his Manufacturer's Authorization Certificate from a particular OEM to bid for this Annual Rate Contract Tender from OEM's Head office.
- 1.2.5 A bidder who has been convicted under the provisions of IPC or Cr PC is not eligible to participate in the tender.
- 1.2.6 Bidder who wants to quote for more than one brand needs to provide Manufacturer’s Authorization for each brand failing which such offers shall not be considered.
- 1.2.7 The tender is only for Rate Contract of consumables. **No bid for non-consumable items shall be**

entertained.

- 1.2.8 The Director, CSIR-IIIM reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof.**

III. Purchase Orders under the rate Contract

- 1.3.1 Bidders may note that mere conclusion of rate contract does not guarantee placement of purchase orders, rather the orders shall be placed based upon the demand from the users.
- 1.3.2 Purchase Orders placed till the last working day of the rate contract should be honored and executed under the rate contract without any need for extension of the rate contract.

IV. Product Quality

- 1.4.1 The manufacturer/bidder should give an undertaking stating that the products they are offering are new, unused, and genuine. In case it is found that the product is spurious, the bidder shall be put on Holiday listing (temporary debarment or suspension)/Removal from list of registered vendors for a period of time as per Clause 3.7 of the CSIR Manual on Procurement of Goods 2019 and as specified by the decision making committee and competent authority of CSIR-IIIM. The manufacturer/bidder also undertakes that they are solely responsible in case of any discrepancies noticed during the supply with regard to the quality, quantity, packages, leakages, short supplies, damages and the same shall be replaced at free of cost.
- 1.4.2 The shelf life of material should be at least 50% for storage and use from the date of its supply
- 1.4.3 Free replacement must be done by the supplier in case of any defect/discrepancy is found with regard to quality/quantity of material supplied.

V. Delivery

- 1.5.1 The ordered items must be delivered at CSIR-IIIM unless otherwise specified in the purchase order within a period of 4 Weeks from the date of issue of purchase order. Supplies are normally accepted on all working days from 10:30 AM to 5:00 PM except on Saturday, Sunday and other public holidays.
- 1.5.2 All the perishables/hazardous item(s) shall be opened in the presence of the representative of the bidder and the user. Perishables/hazardous item(s) must be delivered in proper packing condition with ice packs/dry ice etc.
- 1.5.3 In case of perishables, hazardous consumables, the consent of the user must be obtained prior to the execution of the supply so that necessary precautions shall be taken for their effective use.
- 1.5.4 **Loss damage & Shortage:** The firm shall be responsible for any loss, damage & shortage during transit. Payment shall be made for material received in good conditions only. Any damage/shortage must be replaced immediately.

- 1.5.5 **Liquidated Damage :** As per Clause 9.7.10 (01) of the CSIR Manual on Procurement of Goods, 2019 where the delivery of stores or any installment thereof is accepted after the expiry of the original delivery period ,the procuring entity may recover from the contractor, as agreed, the LD a sum equivalent to 0.5 (half) percent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10% of the value of delayed goods.

VI. Payment

- 1.6.1 100% 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-IIIM'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.

- 1.6.2 No payment shall be made for part supplies under normal circumstances. CSIR-IIIM reserves the right to cancel the purchase order in case the full supply is not effected within the delivery schedule mentioned in Para 1.5.1 above. No payment shall be processed if the firm has delivered goods beyond the allowable delivery schedule as mentioned in Para 1.5.1 or in P.O., whichever is later.
- 1.6.3 It is informed with reference to imports that CSIR- IIIM is eligible for the levy of concessional customs duty as per GOI notifications Nos. 43/17 Customs, dt. 30/6/20-17, 10/2018, Integrated Tax, dt. 25/01/2018, 45/17, Union Territory Tax dt. 14/11/2017, 09/2018 Central Tax Dt. 25/01/2018 and 51/96 - Customs dt. 23/7/1996 and the DSIR letter No. TU/V/RG-CDE (63)2017, dt. 24/8/2016.
- 1.6.4 CSIR-IIIM is entitled to issue Goods and Service Tax Certificate to obtain concessional tax @ 5% (five) per cent as per Ministry of Finance Notification No. 45/2017 & 47/2017, dated 14th November, 2017 on demand.TDS will be deducted as per extant rules.
- 1.6.5 All payment for such PO placed for imported stores shall be made as per the value indicated in the PO and invoice.

VII. Order amendments

- 1.7.1 On receipt of the Purchase Order, the Bidder shall check the correctness of the rates, terms and conditions of the Purchase Order. In case of any corrections the same should be brought to the notice of the CSIR-IIIM for the issue of necessary amendment along with the documentary evidence. In case no reply is received from the bidder within **five working days** after the receipt of the Purchase Order, no further amendments shall be allowed on the purchase order and the bidder shall have to supply materials as per the order.

VIII. Fall Clause

- 1.81 Fall Clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services 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. This Includes products uploaded by the bidder's authorized dealer on GeM and other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them.
- 1.82 The Purchaser will keep special watch on the performance of such rate contract holders who reduce their prices on one pretext or other. If it is found that their performances are not up to the mark, appropriate severe action would be taken against them including deregistering them, suspending business deals with them, debarring them for two years from participating against the tender enquiry floated by CSIR-IIIM.
- 1.83 The provisions of fall clause will, however, not apply to the following:
- i) Export/Deemed Export by the supplier;
 - ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
 - iii) Sale of goods such as drugs, which have expiry date;
 - iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the other CSIR Labs/Instts, Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and Statutory Bodies.
- 1.84 An undertaking 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/Institution. In case any such discrepancy is noticed they shall refund the difference amount to CSIR-IIIM, Jammu and also rate contract is liable to be cancelled.
- 1.85 Price certificate undertaking/Annexure-IV must be enclosed with the tender.

IX. Discount

- 1.9.1 Prices must be quoted on the basis of Discount on **Net Dealer Price (NDP)** for each category of items in terms of Percentage (%) discount on NDP. **Additional Dealer Discount may also be mentioned** clearly as and where applicable.
- 1.9.2 The percentage of discount must be mentioned in words as well as figures.
- 1.9.3 The bidder should submit a certificate stating that maximum discount is being given and no other Govt. Organization including CSIR is being benefited more than this discount. The material will not

be supplied by the vendor less than the Rate Contract Prices to any other Institution. If the same is found, the proportionate recoveries will be made.

1.9.4 **Parallel Rate Contract:** CSIR-IIIM reserves the right to conclude more than one rate contract for the same Brand/ Category and has the option to re-negotiate the price(s) with the rate contract holder(s).

1.9.5 In case of emergency, CSIR-IIIM may purchase the same item under ARC through , ad-hoc contract with a new supplier.

X. Evaluation of the bids

1.10.1 The evaluation of the bids shall be done by a committee who shall scrutinize all the bids received *vis-a-vis* the requirement of CSIR- IIIM and will decide to offer the Rate Contract to the technically suitable bidder quoting the highest total discount on the Pricelist for the particular Brand/Make. Parallel Rate Contracts for the same Brand/Make can be entered with L2 bidder at a discount equal to L1

1.10.2 The bids which are incomplete, not in conformity with the terms and conditions of the NIT, conditional bids, bids without any Bid Securing Declaration, shall be rejected as non- responsive without any further evaluation.

1.10.3 Bids not supported by the eligibility criteria shall be summarily rejected.

1.10.4 All the bids where the maximum discount is offered shall be processed for finalisation of the rate contract.

1.10.5 Bidders may be called for Negotiation before the finalization of the rate contract.

1.10.6 Notwithstanding anything contained above, preference shall be given to the firms registered under “Make In India”, provided they furnish necessary documents as per the policy of the Government of India.

XI. Bid Security

1.11.1 The bids shall accompany a Bid Securing Declaration (**as per annexure VIII**) available in the NIT.

Failure to submit the BSD shall render the bid as invalid.

XII. Availability of offered items in GeM Portal: An undertaking/certificate 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 such items would not be purchased under rate contract.

XIII. DISPUTE RESOLUTION

1.13.1 **Arbitration:**

1.13.2 Notwithstanding any reference to arbitration herein,

- i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - ii) the Purchaser shall pay the Supplier any monies due to the Supplier.
- 1.13.3 All Disputes will be referred to and adjudicated in Jammu (J&K) jurisdiction only.

XIV. Termination of the contract:

- 1.14.1 The rate contract can be terminated by either party by giving a notice of 30 days.
- 1.14.2 Competent Authority, CSIR- IIM may take a decision to terminate the rate contract in following situations-
- (i.) Supply / delivery of faulty/ spurious material or material non-compliant to the technical specifications as mentioned in the P.O.
 - (ii.) Temporary Debarment/ Holiday Listing/ suspension/ removal from the list of registered vendors of the Manufacturer/ supplier by any of the CSIR Laboratories / Government Organizations.
- 1.14.3 The bidder agrees that all orders placed against the rate contract upto the period of termination shall be executed by them. Failure to comply with the supply may render the party being put on Holiday listing for a period of up to 12 months.

XV. Code of Integrity

- 1.15.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement (**as per the annexure VII**) available in the NIT. 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.
- 1.15.2 **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;

1.15.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

1.15.4 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:
- a) 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;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Sd/-
Stores and Purchase Officer
On and behalf of Council of Scientific
and Industrial Research.

(On the Letter Head of the Bidder submitting the bid document)

Annexure-I

Bid Form

To
The Director,
CSIR-Indian Institute of Integrative Medicines,
Canal Road, Jammu (J&K)- 180001

Sir,

Ref: Tender No. _____ dated _____

Having examined the bidding documents, we the undersigned, hereby submit the priced bid for supply of goods and services in conformity with the said bidding documents.

We hereby offer to supply the Goods at the prices and rates mentioned in our price list/CD/DVD

We offer the following category of items under Rate Contract and their respective price lists have been attached. We also confirm that price list attached is on Net Dealer Price only.

S. No.	Details Requested	Details Submitted
1.	Name of Manufacturer(s)	
2.	Category for which applied such as Chemical/Glassware/Plastic ware etc.	Glasswares
3	Make/Brand	
4	Class of Supplier	Class I / Class II
5	Certificate for Local Content under PPP for Make in India is provided as per annexure II	Yes/No
6.	Certificate Regarding Procurement from a bidder of a country which shares a land border with India is provided as per annexure III	Yes/No
7.	Price Reasonability Certificate is provided as per annexure IV	Yes/No
8.	If dealer, then tender specific authorization letter from manufacturer as per annexure V attached	Yes/No (if no tender will be rejected)
9.	Acceptance of terms and conditions of tender form submitted as per annexure VI	Yes/No
10.	Declaration by the bidder for Code of Integrity & Conflict of Interest attached as per annexure VII attached.	Yes/No
11.	Bid Security Declaration as per annexure VIII attached.	Yes/No
12.	Certificate stating that the goods are not available in GeM as per annexure IX . In case if the goods are available under GeM, no rate contract shall be concluded.	Yes/No

13.	Pricelist submitted as per clause no. 1.1.5 and 1.1.6	Yes/No
14.	Compliance with National Standards.	Yes/No
15.	Discount from manufacturer (must be stated)	
16.	Any further discount from dealer (must be stated)	Yes/No
17.	Supply through (Direct/Dealer) with complete contact details (Phone & email id must)	
18.	Agree for free delivery at CSIR-IIIM, Jammu/Srinagar (J&K)	Yes/No
19.	Delivery Period	
20.	Agreeing for Payment terms- 100% on bill basis within 30 days after satisfactory receipt of material in good condition.	Yes/No
17.	Rate Contract Copies with other Research Institutions attached	Yes/No
18.	Manufacturer/Bidder should enclose: A. GST Registration Certificate B. Pan No. C. Profile of the Firm	

- A. We may hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in our pricelist and that we shall perform all the incidental services.
- B. The prices quoted are inclusive of all charges net for Free delivery at CSIR-IIIM, Jammu.
- C. We agree to abide by our offer for a period of 120 days from the date fixed for opening of the bid documents and that we shall remain bound by communication of acceptance within that time.
- D. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

Certified that bidder is:

- E. A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

(OR)

A partnership firm, and the person signing the bid document is a partner of the firma and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement / by virtue of general power of attorney.

(OR)

A company and the person signing the bid document is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a format notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated : ____ day of _____ 2024

Signature of the bidder
Full Address:
Telephone No.:
E-mail:
Company Seal

Certificate for Local Content under PPP for Make in India
(On the Letter Head of the Bidder)

Tender Ref: _____ **Dated :** _____

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dated 15.06.2017, (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020) by Govt. of India, We hereby Certify that we M/s _____ (Name of the manufacturer) are local supplier meeting the requirement of minimum local content as defined in above orders.

Following details are as follows:-

Category of Local Supplier (Specify clearly either Class-I or Class II)	Percentage of local Content (in %)	Details of locations at which local value addition will be made.

We also understand, false declaration will be in 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 Financial Rules along with such other actions as may be permissible under law.

Authorized Signatory of Bidder

Date:

Seal of the Firm

Note:

1. In case of Indian Agents of the Local Suppliers have quoted against the Tender, both the Indian Agent and their Principals should submit the above mentioned certificate.

Certificate Regarding Procurement from a bidder of a country which shares a land border with India
(On the Letter Head of the Bidder)

Tender Ref: _____ Dated : _____

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance, under F. No. 6/18/2019-PPD and we hereby certify that our firm is not from such a country and is eligible to be considered”

Or

However if any bidder falls in the category of bidders as indicated in the Definitions clause at Cl. No.6,7,8,9,and 10 of Oder (F.NO. 6/18/2019-PPD, Public Procurement no. 1) Dt. 23-07-2020, should submit the certificate as under:

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance, under F. No. 6/18/2019-PPD and we hereby certify that our firm is from such a country and has been registered with Competent Authority (Specified in Annexure-I of Order (F.No. 6/18/2019-PPD, Public Procurement no. 1) dated 23.07.2020 and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.”

Authorized Signatory of Bidder

Date:

Seal of the Firm

Note:

1. Choose any one of the above mentioned conditions, whichever is applicable.
2. In case of Indian Agents of the Local Suppliers have quoted against the Tender, both the Indian Agent and their Principals should submit the above mentioned certificate.

PRICE CERTIFICATE
(On the Letter Head of the Bidder)

We certify that

- 1.1 The Prices quoted by us is not higher than the Net Dealer Price (NDP) for the stores and the same is not higher than the price usually charged by us for stores of the same nature, class or description to any other purchaser.
- 1.2 The price charged for the stores supplied under the contract by us shall in no event exceed the lowest price at which we sell the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period we reduce the sale price of such stores or sell such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- 1.3 The discount offered is not less than the discount offered to any other Government Institutions/agencies/Private Parties/Customers etc.
- 1.4 If it is discovered that we have contravened the above conditions, than without prejudice to any other action which might be taken against us, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity or (b) to terminate the contract and purchase the items of stores at the risk and cost to us and loss recovered from the vendor.
- 1.5 During the tenure of the Rate Contract, the benefits of any promotional offers by the manufacturers will also be passed on to CSIR-IIIM, Jammu/Srinagar.

AUTHORISED SIGNATORY

(sign & seal)

MANUFACTURERS' AUTHORIZATION FORM

(On the Letter Head of the Bidder)

(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.)

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 hereby authorize (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 provide free 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 (insert Title)

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

Dated on.....day of, [Insert date of signing]

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER FORM
(On the Letter Head of the Bidder)

To

Date :

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

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website (s) namely: _____
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to page No. _____ (including all documents like annexure(s), schedule(s) etc, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/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 by any Govt. department/Public Sector Undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/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 remedy including the forfeiture of the full said earnest money deposited, absolutely

Yours faithfully,

(Signature of the Bidder with official seal)

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

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.15 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

Bid-Security Declaration
(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

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(s) 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 /We is/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 authorised to sign the bid for an on behalf of: (insert complete name of the 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. The joint venture shall be formed before the date of publication of the bid)

Format for undertaking by the bidder that the product offered are not available on GeM

(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 have read the clause regarding restrictions on procurement of items which are available on GeM Portal. I hereby certify that the items mentioned in Catalogue are not available on GeM.

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Dated

Company Seal