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	(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् / Council of Scientific & Industrial Research)	
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4(2)2022-Pur/RC

May 25, 2022

NOTICE INVITING e- TENDER (NIT) for CONCLUSION OF RATE CONTRACT (R/C) for PURCHASE OF VARIOUS GLASSWARES DURING 2022–23

Situated among pristine environ in the lap of Dhauladhar ranges, CSIR-IHBT is the only laboratory of the Council of Scientific and Industrial Research in the State of Himachal Pradesh (H.P.), India. Institute has a focused research mandate on bioresources for catalysing bioeconomy in a sustainable manner. To carry out its research activities, the Institute regularly requires various Chemicals, Glassware, Plasticware, Filter paper etc., Hence, it intends to conclude Rate Contracts (R/Cs) for purchase of such items and invites e-tender accordingly as per following terms & conditions.

IMPORTANT TERMS & CONDITIONS:

- 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.**

Fall 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.
Explanation-
 - a. 'Controlling ownership 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 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

6. In case bids are submitted by dealer of Local Supplier – I / Local Supplier - II, **Tender specific Manufacturer’s Authorisation Form (MAF)** shall be submitted along with the Tender
 - a. Only one Local Supplier I / II (or) the dealer can quote. If both Local Supplier I / II and dealer quote for the same tender, both their tenders will be rejected.
7. The bid shall be submitted as per format Annexure – B enclosed.
8. The price with following details – for entire range of products - shall be submitted in PDF Format.
 - a. Category
 - b. Sub-Category
 - c. Catalogue No.
 - d. Item Description
 - e. HSN Code
 - f. Item type
 - g. Item Unit
 - h. Item Rate
 - i. Discount in percentage (%)
 - j. Applicable IGST / GST percentage (%)

No other non-consumable items should be mentioned along with quoted items

9. **EMD:** Please note that no EMD is applicable for this Tender.

10. 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.
11. The Rate Contracted firm shall be fully responsible for any defects in any material supplied under the Rate Contract. In case after receipt and inspection of material or during its usage, any defect is found in the quality of material, the supplier shall have to provide free replacement of the supplied material or he shall have to refund the amount charged towards the same.
12. The shelf life of material should be at least 50% for storage and use from the date of its supply.

13. **Due Date for submission & Opening of tenders through etenders.gov.in**

Tender Submission : 23.06.2022 – 11.00 a.m

Tender Opening : 24.06.2022 - 11.00 a.m onwards

14. **PRICES:** The prices should be FOR, CSIR-IHBT Palampur 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. 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 clearly in the quotation will be paid.
15. 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.

16. **REASONABILITY OF PRICES:**

The material will not be supplied by the vendor less than the Rate Contract prices to any other Govt. Institution. If the same is found, the proportionate recoveries will be made.

17. **Copies of Rate Contract with other CSIR Labs./Institutes/ Other Government / Private Research Institutions of repute, if any, to be submitted along with tender.**

18. 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 IHBT.

19. **DISCOUNT CERTIFICATE** : The bidder should submit a certificate stating that maximum discount is being given and no other Government Organization including CSIR is being benefited more than this discount.
20. The Rate List of Bulk Packages/Quantity should also be attached along with the tender. Bulk discount must be mentioned with the tender.
21. **BID VALIDITY** : The bid has to be valid for 90 days from the date of opening.
22. **PAYMENT CONDITION**: Payment for supplies will be made on Bill Basis after supply and acceptance. Normally the payment should be made within 30 days after receipt of materials if found in order, in quality and in quantity. Supplies will be made promptly within the delivery schedule. For local supplies, the payment will be made only after satisfactory supply at CSIR-IHBT and after certification by our user expert/scientist.
23. **LATE DELIVERY**:The material must be supplied within stipulated period/validity of supply date. In case of delay in supply from the side of supplier, a penalty of 0.5% per week of order value may be charged for the delayed period subject to maximum of 10% . 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. LD shall not apply in case the extension is approved by the Competent Authority.
24. 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.
25. **VALIDITY OF RATE CONTRACT**: The prices must be kept valid up to **One year from the date of award/acceptance of rate contract**. 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.
26. The vendor and/or the CSIR – IHBT are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other normally by giving 30 (thirty) days time.
27. Conditional tender shall not be accepted.
28. **Parallel Rate Contracts**: The CSIR – IHBT reserves the right to conclude one or more than one rate contract for the same item.

29. The bidders may tender a separate discount/price 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.

30. **Fall Clause:** If the rate contract holders reduces their price or sells or even tenders 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, the rate contract price will be automatically reduced with effect from the 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)& other parallel rate contract holders, if any.

31. **Price Lists must be provided as per the specific excel sheet format attached at Annexure A.** This is mandatory as the Institute intends to upload the same for generation of POs in ERP mode.

32. 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.

33. ACCEPTANCE OF TENDER& RELAXATION OF TENDER CONDITIONS:

Normally, no condition of the tender shall be relaxed. However, the Director, CSIR-IHBT may 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. Director, CSIR-IHBT reserves the right to accept or reject any or all tenders either in part or in full.

34. All disputes in case of any award under the proposed Rate Contract shall be subject to Palampur, HP jurisdiction.

(Sanjay Rawat)
Stores & Purchase Officer

On the letter head of the firm submitting the bid document

ANNEXURE 'B'

Bid Form

To

The Director,
CSIR – Institute of Himalayan Bioresource Technology,
PALAMPUR, HP

Sir,

Ref: Tender 4(2)2022-Pur/RC dated May 25, 2022

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 the price list attached is on Net Dealer Price only.

S.N	DETAILS REQUESTED	DETAILS SUBMITTED
1	Name of the Manufacturer(s)	
2	Make / Brand(s)	
3	Class of Supplier as per DIPP order dated 16.09.2020	Class I / Class II
4	Percentage of Local content as per DIPP order dated 16.09.2020 (Self certification to be submitted)	_____ %
5	Details of the location(s) at which the local value addition is made as per DIPP order dated 16.09.2020	
6	Compliance with National Standards	YES / No.
7	If Dealer, then tender specific authorization letter from Manufacturer Attached	YES / No (If no, tender will be rejected)
8	Discount from Manufacturer (must be stated)	
9	Any further discount from dealer (must be stated)	YES/ No.

10	Supply through (Direct / Dealer) with complete contact details (Phone & e-mail ID must)	
11	Agree for free delivery at IHBT, Palampur, HP	
12	Delivery period	
13	Agreeing for Payment terms - 100% on Bill basis within 30 days after satisfactory receipt of material in good condition	YES / No.
14	Clients list furnished	YES / No.
15	Rate contract copies with other Research Institution attached	YES / No.
16	Manufacturer/ Bidder should enclose : A. GST Registration Certificate B. PAN No. C. Profile of the firm	

A. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in our price list and that we shall perform all the incidental services.

B. The prices quoted are inclusive of all charges net for Free delivery at CSIR – IHBT, Palampur

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 a 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 the 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 firm 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 authorised to sign the bid document.)

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

Dated this _____ day of _____ 2022

Signature of Bidder

Details of enclosures

Full Address :

Telephone No. :

e-mail :

COMPANY SEAL :