TENDER ENQUIRY REF. NO. NIRRCH/ST/B/13022/04/2022-2024



ICMR- National Institute for Research in Reproductive and Child Health

JAHANGIR MERWANJI STREET, PAREL, MUMBAI - 400012

BID DOCUMENT

CONCLUSION OF ANNUAL RATE CONTRACT

ITEM DESCRIPTION

CHEMICALS, BIO-CHEMICALS, GLASSWARE, PLASTICWARE, ETC FOR USE IN ICMR - NIRRCH

Non-Refundable Tender Registration fee of Rs. 2,000/-

SINGLE BID System (Technical Bid & Financial / Price Bid together) shall be submitted

Contact Details

Section Officer (Stores)
ICMR – National Institute for Research In Reproductive and Child Health
Jahangir Merwanji Street, Parel, Mumbai – 400012
Phone: 022-2419 2060 / 2134

E-Mail:, stores@nirrch.res.in
Website: http://www.nirrch.res.in

TENDER INVITATION

The Director, ICMR – National Institute for Research in Reproductive and Child Health, Mumbai, Maharashtra, India, invites *tenders* for entering into an <u>Annual Rate Contract (RC) on NDP basis with best applicable discounted price</u> for the supply of the following specialized R&D chemicals and consumables from interested manufacturers, their distributors and stockiest/dealers etc.

S. No.	Description of item	Tender Reference No.	Bid Type	EMD Amount (Rs.)
	Rate Contract for The Following:			
A	 Laboratory Chemicals Bio-Chemicals Glassware Plasticware Animal Food – Dry / Wet / packed as per specifications Closed system consumables Liquid Nitrogen Supply CO₂ Cylinder Refilling Medicines Absolute Alcohol Photocopying 	NIRRCH/ST/B/13022/04/2 022-2024	Single Bid System	Nil

IMPORTANT NOTE, DATES &				
Last Date & Time For Submission of Bids	07/11/2022 Up to 13.00 hrs. (IST)			
	. , ,			
Date / Time of Opening of Bids	09/11/2022 from 11:00 hrs. (IST) onwards			
Venue of Bid Opening at NIRRCH	Conference Hall / STORES DEPARTMENT			
Tenders to be submitted at place	ICMR – NIRRCH, J.M. Street, Parel, Mumbai			

IMPORTANT NOTE:

PLEASE STRICTLY ADHERE TO THE DATES / TIMES MENTIONED IN THIS DOCUMENT

Section Officer (Stores)
For Director
ICMR - NIRRCH
Jahangir Merwanji Street
Parel, Mumbai - 400012
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आई सी एम आर — राष्ट्रीय प्रजनन एवं बाल स्वास्थ्य अनुसंघान संस्थान स्वास्थ्य अनुसंघान विभाग, स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार ICMR-National Institute for Research in Reproductive and Child Health Department of Health Research, Ministry of Health

and Family Welfare, Government of India

File Ref. No. NIRRCH/ST/B/13022/04/2022-2024

October 14, 2022

NOTICE INVITING TENDER

The Director, ICMR – National Institute for Research in Reproductive and Child Health, Parel, Mumbai – 400012, India, invites *bids / offers* for entering into an <u>Annual Rate Contract (RC) on NDP basis with best applicable discounted price</u> for the supply of the following specialized R&D chemicals, consumables and Lab wares etc. from interested manufacturers, their distributors and stockiest/dealers etc.

It may be noted that the Rate Contract shall be concluded on a *fixed price basis* which would bevalid 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 supply of Specialised R&D Consumables on NDP basis with the best applicable discount / price. The following are the category of products required by this Laboratory.

- 1. Laboratory Chemicals
- Bio-Chemicals
- Glassware
- 4. Plasticware
- 5. Animal Food Dry / Wet / packed as per specifications
- 6. Closed system consumables
- 7. Liquid Nitrogen Supply
- 8. CO₂ Cylinder Refilling
- 9. Medicines
- 10. Absolute Alcohol
- 11. Photocopying

The Rate Contract (RC) shall be valid for a period of one year from date of issue of ICMR – NIRRCH Rate Contract order, which can be extended for further period of one year on mutually agreed terms and conditions between both the parties and on satisfactory performance by the RC holder subject to applicability of Price Fall Clause.

Section Officer (Stores)
For Director

Chapter – I

Terms & Conditions

IMPORTANT TERMS & CONDITIONS:

 Bidders shall satisfy the requirements of a Class I Local supplier and Class II Local supplier issued in pursuance of 'Make in India' policy vide Order No. P-45021/2/2017-PP (BE-II), dated 16th September, 2020 of Ministry of Commerce and Industry, Government of India, as amended from time to time. Bidder may please refer said order dated 16th September, 2020 for further details.

'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.

'Class – I Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' in the said order dated 16th September, 2020.

'Class – II Local supplier' – means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under said order dated 16th September, 2020.

'Non – Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-Ilocal supplier' is minimum 50% For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

Note- Bidder is required to indicate percentage of local content and provide self-certification the items offered meet the local content requirement for 'Class – 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.

Verification of local content:

a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide selfcertification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations 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.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.
 - ii. On a periodical basis such cases are consolidated and a centralized list of decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

NOTE: Prospective Bidders for the proposed Rate Contract from Make in India, MSEand MSE (SC & ST)/MSE (Woman) Sectors are also encouraged to participate in the Bidding process as per Government of India norms published and amended from time to time.

- 2. Requirement of Registration Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer (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 acountry; or
 - c. An entity substantially controlled through entities incorporated, established orregistered 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 jointventure falls under any of the above.
 - IV. The Beneficial owner for the purpose of (iii) above will be as under:
 - a. 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 ormanagement rights or shareholder's agreements or voting agreements;

- b. 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;
- c. 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.
- **d.** 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;
- e. 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.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
 - Bidders are requested to submit the prescribed Certificate as per Annexure VI.
- 3. In case bids are submitted by dealer of 'Class I Local Supplier', 'Class II Local Supplier', specific Manufacturer's Authorisation Form (MAF) shall be submitted along with the Tender
 - a. Only one 'Class I Local Supplier' / 'Class II Local Supplier' (or) the duly authorized dealer can quote. If both 'Class I Local Supplier' / 'Class II Local Supplier' and dealer quote for the same tender, both their tenders will be rejected.

The tenderer (i.e. Original Manufacturer or Authorised Dealer) are requested to submit their offer in their own letter head, neatly typewritten without any overwriting. The Tenderers shallhave to indicate clearly the brand/ make of the product(s) for which they are submitting the RC proposal.

4. The bid shall be submitted as per BID FORMAT enclosed at Annexure – II.

- 5. The price with following details for entire range of products shall be submitted uploaded 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

- 6. Evaluation of the bids
 - 6.1 The evaluation of the bids shall be done based on requirement of ICMR NIRRCH and anydecision taken by ICMR NIRRCH into the matter will be final and binding.
 - 6.2 The bids which are incomplete, not in conformity with the terms & conditions of the bid, conditional bids and unsigned bids shall be rejected as non-responsive without any further evaluation.
 - 6.3 Bids not supported by the eligibility criteria shall be summarily rejected.
 - **6.4** Bidders may be called for discussion /clarification/ further discount before the finalisation of rate contract, if considered necessary by ICMR NIRRCH.
 - 6.5 All the bids where the maximum discount on NDP Price/ Price List is offered shall be processed for finalisation of the rate contract.
- 7. **Fee Payable:** Non –Refundable Tender Registration Fee of Rs. 2,000/- (Rupees **Two Thousand** only) in the form of Demand Draft in favour of **The Director, ICMR NIRRCH** No EMD is payable.

8. Price

- 8.1 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 wherever applicable.
- 8.2 The bidder must undertake that the prices mentioned in their pricelist are firm and valid till end of the Rate Contract (RC) period without any hike. However, in the event of any decrease in the prices during the contract period the same should be notified to NIRRCH. Alongside, if any special promotional marketing scheme(s) is/are launched from time to time, the same must be made available/ intimated to ICMR NIRRCH, Parel, Mumbai
- 8.3 The bidder should ensure that the prices quoted are mostly (approximately 99%) for ICMR NIRRCH, Parel, Mumbai & (remaining 1%) for MRHRU, Dahanu basis,

including its unloading at NIRRCH as per the details given in NIRRCH Purchase Order (PO) and inclusive of all taxes and duties. In case of temperature controlled products, necessary precautionary measures shall be taken so by the supplier that the item(s) remain in the specified temperature till its delivery to the NIRRCH end user.

- 8.4 The prices remain fixed during the currency of RC and the end users of the Institute shall be invariably offered agreed benefits of Rate Contract item(s) even in cases of cash purchase by NIRRCH user in view of any urgency. In such cases, the bidder is not permitted to charge higher prices than the prices approved by NIRRCH under the RC. Incase if it is found that the bidder is charging lesser prices than the prices agreed under the rate contract to any other organization / user, the RC prices/ orders shall bemodified suitably without any intimation to the bidder.
- 8.5 The bidder shall submit soft copies of the pricelist online followed by duly signed and stamped hard copy so that the accessibility of prices will be user friendly. However, incase if there is difficulty in submission of Price List/Catalogue online due to huge volume, sufficient no. of duly signed and stamped hard copies shall be supplied to ICMR NIRRCH, Parel, Mumbai along with CDs, if any. 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.
- 8.6 The prices quoted must include the prices of goods up to ICMR NIRRCH, Parel, Mumbai inclusive of freight, insurance up to ICMR NIRRCH, Parel, Mumbai, charges for dry ice or any incidental charges.

9. Purchase Orders under the rate Contract

- 9.1 Bidders may note that mere conclusion of Rate Contract does not guarantee placement of purchase order or any assured quantity of business during the contract period, rather the orders shall be placed based upon need and suitability of offered items by ICMR NIRRCH users.
- **9.2** Purchase Orders placed till the last working day of the Rate Contract should be honoured and executed under the rate contract without any need for extension of therate contract or change of price.

10. Product Quality

The manufacturer/bidder should give an undertaking stating that the products they are offering are of good quality, new, unused, genuine and as per standard specifications. In case it is found that the product is old or spurious, the bidder shall be barred from doing any business with ICMR -NIRRCH for a period which will be determined by competent authority. The manufacturer/bidder also undertakes that they are solely responsible in case of any discrepancies noticed during the supply with regard to the Catalogue no., quality, quantity, packages, leakages, short supplies, damages and the same shall be replaced at 'free of cost' by the bidder. 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.

11. Order amendments

On receipt of the Purchase Order, the Bidder shall check the correctness of the product

code, rates and other terms and conditions of the Purchase Order. In case of any discrepancy/ corrections the same should be immediately brought to the notice of the ICMR – NIRRCH immediately for the issue of necessary amendment of PO strictly as per RC terms only.

12. Delivery

- 12.1 The ordered items must be delivered at ICMR NIRRCH unless otherwise specified in the purchase order within a period of FOUR (04) Weeks from the date of issue of purchaseorder. Supplies are normally accepted on all working days from 10:30 AM to 5:00 PM except on Saturday, Sunday and other public holidays. In case of deviation in delivery timeline due to any specific issue in an individual case, the bidder must seek prior written approval of NIRRCH to extend the same, failing which LD may be invoked for such delayed delivery and PO itself can be cancelled at the discretion of ICMR NIRRCH.
- 12.2 All the perishables/hazardous / fragile item(s) shall be opened in the presence of therepresentative 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 are perishables/hazardous / fragile with advance written intimation to this office.
- 12.3 The bidder can execute the supply of the ordered material in a staggered manner onlywith prior written permission of ICMR NIRRCH and maximum of three staggered deliveries canbe allowed per purchase order within the delivery schedule, if approved by NIRRCH specifically. But, 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 under intimation to ICMR NIRRCH Stores Section.
- 13. <u>Late Delivery</u>: 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 (zeropoint five) per cent of order value per week of delay subject to a maximum of 10 (ten)per cent shall be levied in cases where ordered goods are delayed beyond theschedule delivery period. Beyond this the Supply Order is liable to be treated as cancelled at the discretion of Director, ICMR NIRRCH. 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, ICMR NIRRCH

14. Payment

- 13.1 Payment for supplies will be made on Bill Basis after supply and acceptance. Normally 100% payment against a pre-receipted bill in triplicate (duly stamped) should be madewithin 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 ICMR NIRRCH and after certification by our user expert/scientist. Kindly supply the material in one lot of any P.O.
- 13.2 No advance payment shall be made for part supplies under normal circumstances. ICMR NIRRCH reserves the right to cancel the purchase order in case part supply is not affected within the reasonable period or also reserve the right to recover 10

(ten) per cent of the payment as security to be paid on completion of the contract at the discretion of the Competent Authority, ICMR - NIRRCH. Nos. 51/96 - Customs dt. 23/7/1996, No. 28/2003- Customs dt. 01.03.2003, No. 43/2017 Customs dt. 30/6/2017 & No. 47/2017- Integrated Tax (Rate) dt. 14.11.17, No. 10/2018- Integrated Tax (Rate) dt. 25/01/2018 and Notification No. 45/2017 Central Tax (Rate) dt. 14/11/2017, Notification No. 45/2017 Union Territory Tax (Rate) dt. 14/11/2017 and No. 9/2018- Central Tax (Rate) Dt. 25/01/2018 and No. 9/2018- Union Territory Tax (Rate) Dt. 25/01/2018, asamended from time to time as per approval conveyed Govt. of India, DSIR vide letter No. TU/V/RG-CDE (191)/2016, dt. 07/05/2018.

NOTE- Concessional Customs Duty Certificate shall not be issued for proposed Rate Contract (RC) as the eligibility of participation in bidding process is restricted to 'Class-I Local Supplier' and 'Class-II Local Supplier' only, as defined under the related to "Make in India" Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India to offer products complying with stipulated requirements. Products of RC holders which do not fulfil the norms of 'Class-I Local Supplier' and 'Class-II Local Supplier' shall not offered for RC. The bidder must specify whether products offered under RC completely satisfy the norms of 'Class-I Local Supplier' and 'Class-II Local Supplier', as defined under the said order dated 16th September 2020, as per applicability in case of offered product.

13.3 TDS/ TCS will be deducted as per applicable statutory provisions as per instructions issued by the Govt. from time to time.

14. Fall Clause:

- The proposed rate contract shall be guided by the FALL CLAUSE wherein if the Rate Contract (RC) holder / bidder undertakes to reduce price or sells or even tenders to sale the rate contract goods following conditions of sales of same / similar to those of terate contract to any other person or organization during the currency of the rate contract. Accordingly, the rate contract prices will be automatically reduced with effectfrom that date for all the subsequent supplies under the rate contract and, the rate contract shall be amended accordingly at reduced price offered by Rate Contract holder / bidder to any other third party / organisation. This includes products uploaded by the bidder's authorized dealer on GeM and other parallel rate contract holders, if any.
- 14.2 An undertaking is required to be given by all the manufacturers / bidder that the rates offered by them are not more than the rate offered to any other ICMR/Government agencies/Institution and the discount offered is not less than the discount offered to any other ICMR/ Government agencies/Institution. In case any such discrepancy is noticed at any point of time manufacturers / bidder shall undertake to refund the difference amount to ICMR NIRRCH, Mumbai and also rate contract is liable to be cancelled at the discretion of the Competent Authority, ICMR NIRRCH.

15. Discount

15.1 The bidder shall offer a FIXED DISCOUNT applicable on the list price/ NDP applicable in BOQ (price bid). The discount must be indicated in the BOQ (Price Bid). Bidder shallalso upload pdf/scanned copy of offered discount structure in their letterhead strictly in conformity with BOQ duly signed and stamped by their authorized representative along with their e-bid for reference, particularly in cases where bids are submitted formultiple category with different discount structure for

each category to ensure clarity.

- **15.2** The percentage of discount must be mentioned in words as well as figures.
- 16. Parallel Rate Contract: ICMR NIRRCH reserves the right to conclude more than one rate contract for the same Brand/ product and has the option to re-negotiate the price(s) with the rate contract holder(s).
- 17. Prices shall be quoted in Indian Rupees only. Bids in currency other than Indian Rupee (INR)will be REJECTED summarily / ab initio as unresponsive.
- 18. <u>Due Date for submission & Opening of tender:</u>
 The tender must be submitted so as to reach ICMR NIRRCH, J.M. Street, Parel, Mumbai -400012 on or before 07th November 2022. The tenders received will be opened tentatively on 09th November 2022.
- 19. The critical dates are as per the CPPP system generated date sheet.
- 20. <u>Validity of Rate Contract</u>: 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.
- 21. Renewal of Rate Contract, If Any: The Annual Rate Contract can be extended for a further period of THREE MONTHS or any other term on mutually agreed terms and conditions between both the parties and on satisfactory performance subject to applicability of Price Fall Clause.

22. Termination of Rate Contract (RC)

The Rate Contract can be terminated by either of the parties with 30 Days prior notice in writing. However, in exceptional cases ICMR - NIRRCH reserves the right to terminate the rate contract at any point of time without any notice in case the performance of the Tenderer is found consistently unsatisfactory or due to the serious lapse on the part of the Tenderer. ICMR - NIRRCH is not bound to assign any reason of termination of RC and decision taken by ICMR - NIRRCH into the matter will be final and binding.

23. 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.

24. 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.

- 25. Copies of Rate Contract with other ICMR Institutes/ Labs/ Other Government / Private Research Institutions of repute, if any, to be submitted along with tender.
- 26. The bidder should submit a certificate stating that maximum discount is being given and no

other Government Organization including ICMR is being benefited more than this discount (Annexure IX).

- 27. The Rate List of Bulk Packages/Quantity should also be attached along with the tender. Bulk discount must be mentioned wherever applicable. The bidders may tender a separate discount/price for bulk purchases and also define the quantity to be treated as 'bulk'. Special/ promotional offers or end of season sales in addition to RC discount shall be processed based as individual offer, subject to its acceptance by ICMR NIRRCH to avail such special/ promotional offers.
- 28. The bid has to be valid for 90 days from the date of opening.
- 29. Conditional tender shall not be accepted.
- 30. 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 (Annexure VIII). 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. Any changes in this regard during currency of RC must be brought into the notice of ICMR NIRRCH by the bidder to get such items deleted from RC List.
- 31. <u>Price Lists must be provided as per the specific excel sheet format attached at Annexure II.</u>
 This is mandatory as the Institute intends to upload the same for generation of POs in ERP mode.

32. Code of Integrity

- A. 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.
- B. 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, eitherdirectly 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 thepurchaser 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;

C. Obligations for Proactive disclosures

- 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 14 under the definition mentioned above pre-existing oras 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 lastthree 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 elsewheremay 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.

D. 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 integrityin 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 lossincurred 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;
 - 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.

Bidders are requested to submit the prescribed Certificate as per Annexure VII.

32. Settlement of Disputes

- **32.1** The Purchaser and the supplier shall make every effort to resolve amicably by directinformal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 32.2 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.
- **32.3** The dispute settlement mechanism / arbitration proceedings shall be concluded asunder:

If any dispute or difference arises between parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in 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 thereofshall apply to the arbitration proceedings. All such disputes or difference shall be referred to Delhi International Arbitration Centre (DIAC), New Delhi for arbitration. The

award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract.

32.5 Notwithstanding any reference to arbitration herein,

	(a)	the parties shall continue to perform their respective obligations under the
		Contract unless they otherwise agree; and
Ī	(b)	the Purchaser shall pay the Supplier any monies due the Supplier at the
		discretion
		of Director, ICMR - NIRRCH

- **33.** All disputes are subject to applicable Indian law and jurisdiction of competent local court atHyderabad, Telangana, India, only.
- 34. Normally, no condition of the tender shall be relaxed. However, the Director, ICMR NIRRCH mayrelax 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 Director, ICMR NIRRCH reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof.

Section Officer (Stores)

Note:

- 1) All the standard formats are scanned and attached for the reference of the bidders.
- 2) Interested bidders are hereby requested to submit a separate quotation for every brand.

The Bid must be accompanied with prescribed documents, as indicated in Annexure I to Annexure X, failing which the bid shall be considered as Non-responsive.

Chapter - II

Instructions for Online Bid Submission

- 1.1 The bidders are required to submit hard copies of their bids addressed to **The Director, ICMR NIRRCH**, Jahangir Merwanji Street, Parel, Mumbai 400012. The instructions given below are meant to assist the bidders in registering on the CPPP Portal, prepare their bids in accordance with the requirements and submittingtheir bids online on the CPPP Portal. More information useful for submitting online bids on the CPPP Portal may be obtained at: https://etender.gov.in/eprocure/app
- **1.2** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 1.3 Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to besubmitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2. Assistance to the bidders
- 2.1 Any queries pertaining to the tender document and the terms and conditions contained therein shouldbe addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Chapter - III

STANDARD

FORMS

Annexure-I

BID FORMAT

SI. No.	Item Category	Item Sub- Category	Catalogue No.		Item Unit	Rate	Discount (in Percentage)	Tax1	Tax2	HSN Code
1.										
2.										

Bidder Information Form

(a) [The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to this format shall be permitted and no substitutions shall be accepted. This should be done on 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]

Page 1 of____pages

01.	Bidder's Legal Name [insert bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended country of registration]
04.	Bidder's Year of Registration: [insert bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert bidder's legal address in country of registration]
06.	Bidder's authorised representative information Name: [insert authorised representative's name] Address: [insert authorised representative's address] Telephone/Fax numbers: [insert authorised representative's telephone/fax numbers] Email Address: [insert authorised representative's email address]
07.	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder	
Name	
Business Address	

On the letter head of the firm submitting the bid document

ANNEXURE 'III'

Tender	<u>Bid</u> Form	
No.To	<u> </u>	
The Director, ICMR – National Institute for Research In R Jahangir Merwanji Street, Parel, Mumbai –	•	Child Health
Ref: ICMR - NIRRCH Tender Ref. No	dated	2020.
Sir,		
I/We have examined and have no reservatio	ns to the Bidding [Documents, including Addenda, if any.
Having examined the bidding documents, I supply of goods and services in conformity v		
I/We hereby offer to supply the Goods at the	prices and rates r	mentioned in our price list/CD/DVD.
I/We offer the following category of items unbeen attached. We also confirm that the pri		
 Name of the Manufacturer(s) Make / Brand(s) 	:	
 Agreeing for liquidated damages / Per Delivery Period 	nalty clause: :	YES / NO
5. Validity Period	:	
6. Agreeing for Payment terms:		100% on Bill basis within 30 days after satisfactory receipt of material in good condition
7. Furnished RC Clients list (PO copies)		YES/NO
8. Manufacturer/ Bidder should enclose	•	
A. GST Registration Certificate	:	
B. PAN No.	:	
C. Profile of the firm & Client list	l Ctandarda:	
Compliance with National/Internationa10.If Dealer, then authorization letter from		
11. Rate contract copies with other Resea		
12 . Bank Details for e-payment.	aren matitutions.	
a) Name of the Vendor /Account	holder :	
b) Name of the Bank and Branch	:	
c) Bank Account No	:	
d) Type of Account	:	
e) Address of the Branch		
13.a) Agree for free delivery at ICMF		
b) Discount from Manufacturer (N	•	% on NDP/ List Price
c) Any further discount from deal	er (must be stated):% on NDP/ List Price

A. I/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 theincidental services. B. The prices quoted are inclusive of all charges net for Free delivery at ICMR - NIRRCH, Parel, Mumbai - 400012 C. I/We agree to abide by our offer for a period of 90 days from the date fixed for opening of thebid documents and that we shall remain bound by a communication of acceptance within that time. D. I/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. E. I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. Certified that the bidder is: F. 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 dulyattested 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 writte acceptance thereof, shall constitute a binding contract between us. Dated this		a) b)	Direct Authorized dealer	:	AddressPhone No			
Parel, Mumbai - 400012 C. I/We agree to abide by our offer for a period of 90 days from the date fixed for opening of thebid documents and that we shall remain bound by a communication of acceptance within that time. D. I/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. E. I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. Certified that the bidder is: F. 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 dulyattested 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 writte acceptance thereof, shall constitute a binding contract between us. Dated thisday of2022 Signature of Bidder Details of enclosures Full Address: Telephone No. : e-mail :	A.	Goods	s/Services shall be r					
the bid documents and that we shall remain bound by a communication of acceptance within that time. D. I/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. E. I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. Certified that the bidder is: F. 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 dulyattested 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 writte acceptance thereof, shall constitute a binding contract between us. Dated thisday of2022 Signature of Bidder Details of enclosures Full Address: Telephone No. : e-mail :	В.	· · · · · · · · · · · · · · · · · · ·						
we do hereby undertake to supply as per these terms and conditions. E. I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. Certified that the bidder is: F. 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 dulyattested 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 writte acceptance thereof, shall constitute a binding contract between us. Dated thisday of2022 Signature of Bidder Details of enclosures Full Address: Telephone No. : e-mail :	C.	the bid documents and that we shall remain bound by a communication of acceptance						
bid that you may receive. Certified that the bidder is: F. 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 dulyattested 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 writte acceptance thereof, shall constitute a binding contract between us. Dated thisday of2022 Signature of Bidder Details of enclosures Full Address Telephone No. : e-mail :	D.	•						
F. 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 dulyattested 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 writte acceptance thereof, shall constitute a binding contract between us. Dated thisday of2022 Signature of Bidder Details of enclosures Full Address : Telephone No. : e-mail :	E.							
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 dulyattested 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 writte acceptance thereof, shall constitute a binding contract between us. Dated thisday of2022 Signature of Bidder Details of enclosures Full Address : Telephone No. : e-mail :	F.	A Sole	proprietorship firm	and the	ietor.	bid document is the sole p	oroprietor /	
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 dulyattested 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 writte acceptance thereof, shall constitute a binding contract between us. Dated thisday of2022 Signature of Bidder Details of enclosures Full Address : Telephone No. : e-mail :		has au	uthority to refer to ar	bitratio	n signing the bid doo n disputes concernir ent / by virtue of gene	ng the business of the parti		
dulyattested 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 writte acceptance thereof, shall constitute a binding contract between us. Dated thisday of2022 Signature of Bidder Details of enclosures Full Address Telephone No. : e-mail :		A com	pany and the persor	n signin		s the constituted attorney.		
Signature of Bidder Details of enclosures Full Address : Telephone No. : e-mail :	dulyat We do	tested hereb	by the person autho y undertake that, un	orised to til a fori	o sign the bid docum mal notification of aw	ent.) vard, this bid, together with	-	
Telephone No. : e-mail :	Dated	this	day of	202	2	Signatur	e of Bidder	
e-mail :	Detail	s of end	closures		Full Address	:		
					e-mail	: : :		

14. Supply through (Tick either a or b)

Annexure- IV

Manufacturer's Authorisation Form

[The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorisation 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 type of goods manufactured], having factories at [insert full address of manufacturer's factories], do hereby authorise [insert complete name of the bidder] to submit a bid the purpose of which is to provide thefollowing goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the GeneralConditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorised representative(s) of the manufacturer]					
Name: [insert complete name(s) of authorised representative(s) of the					
manufacturer]Title: [insert title]					
Duly authorised to sign this authorisation on behalf of: [insert complete name of					
bidder]Dated onday of,jinsert date of signing]					
The technical and commercial deviations should be indicated separately.					

✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place:

Date:

Signature and seal of the

Manufacturer/BidderNOTE:

1) Where there is no deviation, the statement should be returned duly signed with anendorsement indicating "No Deviations".

Annexure – V

BILL OF QUANTITIES (BOQ) –NIRRCH FILE REF: NIRRCH/ST/B/13022/01/2022-2024 FOR supply of Specialised R&D Consumables on NDP basis with applicable discount(For Bids in Indian Currency/Rs.)

Supplier's Ref. No:

Date:									
Supplier's Name & Address with e-mail:									
Contac	ct Person Name, Ph. No./Mob								
No									
SI. No.	Item description - supply of Specialised R&D Consumables	OEM/Make	/Model	List with NDP Price Enclosed	% of Discount onNDP Price (in figure)	% of Discoun ton NDP Price (in words)			
1.	Laboratory Chemicals*			Yes/ No		,			
2.	Bio-Chemicals*			Yes/ No					
3.	Glass Wares*			Yes/ No					
4.	Plastic Wares*			Yes/ No					
	Rates	 S		on goods at		Yes/No			
	Tot	al Price offer	ed for IC	MR - NIRRO	CH Stores/Site	Yes/No			
Payme	ent Terms:		Deliver	y Period: <i>(Da</i>	ys/Weeks/Mont	hs)			
Delivery Terms: (FOR-NIRRCH Stores)				Validity of the Quotation:					
Guara	ntee/Warranty:		TDS/T	CS Deduction	under IT&GS1	Γ):			
NOTE	: TDS as per statutory applica	bility will be c	deducted	d.					

^{*} Please specify category for which Bid / Price List is submitted.

Annexure-VI

Format for declaration by the Bidder on Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the Genera Financial Rules (GFRs),2017

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

Ref. No:	Date
То,	
The Director, ICMR - NIRRCH Parel, Mumbai	
Madam / Sir, With reference to your Tender No	dated
	I/We herebyundertake that " <i>I have</i>
land border with India; I hereby certify that this country, has been registered with the Compet all requirements in this regard and is eligible to	urement from a bidder of a country which shares a s bidder is not from such country or, if from such a sent Authority. I hereby certifythat this bidder fulfils be considered. registration by the Competent Authority shall be
Thanking you,	
	Yours sincerely,
	Signature
	(Name of the Authorized
	Signatory)
	Company Seal

Annexure-VII

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

(On the Letter Head of the Bidder)

Ref. No: Date	
To,	
Director, ICMR – National Institute for Research In Reproductive and Child Heal Jahangir Merwanji Street, Parel, Mumbai, Maharashtra, India	lth
Madam,	
With reference to your Tender No	dated I/We hereby
declare that we shall abide by the Code of Integrity for Public Procurem Para 1.3.0 of ITB of your Tender document and have no conflict of interest.	
The details of any previous transgressions of the code of intany country during the last three years or of being debarred by any other under:	
a b c	
We undertake that we shall be liable for any punitive action contravention of this code.	n in case of transgression/
Thanking you,	
Yours sir	ncerely,
Signature (Name of the Authorized Signatory) Company Seal	e

Annexure-VIII

Declaration on non-availability of offered item in GeM

Ref. No:	Date
To, Director, ICMR – National Institute for Research in Reprogramment of the second se	
consumables offered to your Institute under pro	is currently not selling the offer item oposed Rate Contract (RC) are not uploaded on GeM igh duly authorized dealer/ distributor of the original
	Authorised Signatory Name: Designation:

(*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.)

Annexure-IX

Format for declaration by the Bidder for Reasonability of Prices(On the Letter Head of the Bidder)

Ref. No:	Date	
To, The Director,ICMR – NIRRCH Parel, Mumbai – 400012		
Madam, With reference to your Tend hereby	er Nodated_	l/We
certify that the price/s offered is reasonable.	vide our Quotation No.	dated
•	ed NDP prices offered under Rate Contract (RC) are the same item/s on lesser rates than those being omer or Govt./ ICMR organisation.	
	t on NDP prices has been offered, which is not less tomer or Govt./ NIRRCH organisation.	
Thanking you,	Yours sincerely,	
	Signature (Name of the Authorized Signatory)Company Seal	

Annexure-X

Format for Self Certification by "Class I Supplier or Class II supplier" regarding Local Content

(To be provided by the supplier on letter head duly signed by the authorized signatory along with seal of the firm. In case procurement value in excess of 10 Crore, Class I Supplier or Class II supplier is required to provide Certificate issued by Statutory auditor or Cost Auditor of the Company.)

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

That I have gone through the terms and conditions of the Make in India policy of the Government ofIndia issued vide Notification – Public procurement (preference to Make in India) Order No. P-45021/2/2017 - PP (BE-II) dated 16.09.2020 agree to abide by the same.

That the information furnished on behalf of my firm hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or anyauthority so nominated for the purpose of assessing the local content on behalf of the Govt. of India /ICMR or its Institutes.

That the local content for all inputs for offered R & D Consumables has been verified by me and I amresponsible 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 said Order No. P-45021/2/2017/ -PP(B.E-II) dated 16.09.2020.

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

- Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unitlocation, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Certificate issued for all R &D Consumables offered under RC- Yes /No.(Please delete /strike off items not falling in this category in RC

	offer)
iv.	Procuring entity to whom the certificate is furnished
V.	Percentage of local content claimed%
vi.	Name and contact details of the unit of the manufacturer where value addition is made
Date:	Signature
Place	

Annexure-XI

CERTIFICATE FOR CLASS-I OR CLASS-II LOCAL SUPPLIER (On the Letter Head of the Bidder)

Ref. No:	Date
To, The Director, ICMR –NIRRCH Parel, Mumbai	
Sir,	
the brand name of	e items under our Quotation Noin are
Hence, its contains the local conte	,
a) More than 50%b) More than 20% and Less the Strike out whichever is not applied	
Trade, DPIIT, Govt. of India.	ia policy of the Department for Promotion of Industry & Internal
The value addition for	the local content is done at (Name of the place)
The Country of Origin of the	e item(s) is/are
General Financial Rules of which	n breach of the Code of Integrity under Rule 175(1)(i)(h) of the a bidder of its successors can be debarred for up to two years ral Financial Rules along with such other actions as may be
We also declare that the gooderwith India nor the beneficia	goods are not manufactured in a country that shares its land I owner belong to those country.
We shall be held responsib	le if the Certificate is found to be incorrect.
	Yours sincerely,
	Signature (Name of the Authorized Signatory)Company Seal

ICMR – NIRRCH Tender for supply of Consumables under Rate Contract The certificate may be prepared under Letter Head of the Vendor and submitted duly signed by the Note: authorized signatory

Check List: Duly filled check list to be submitted along with the Technical Bid.

SI. No.	Requirement of Tender	Compliance	Document Submitted
1.	Bid Format	Yes/No	Yes/NA
2.	Bidder Information Form	Yes/No	Yes/NA
3.	Bid Form	Yes/No	Yes/NA
4.	Manufacturers Authorization Form	Yes/No	Yes/NA
5.	Bill of Quantities (BOQ)	Yes/No	Yes/NA
6.	Bidder Declaration under Rule 144 (xi) on Non-applicability of Exclusion from Restrictions	Yes/No	Yes/NA
7.	Bidder Declaration on Code of Integrity	Yes/No	Yes/NA
8.	Bidder Declaration on non-availability of offered items in GeM	Yes/No	Yes/NA
9.	Bidder declaration on Reasonability of Prices	Yes/No	Yes/NA
10.	Self-declaration by the Bidder regarding Class I Supplier or Class II Supplier	Yes/No	Yes/NA
11.	Certificate for Class-I or Class-II Local Supplier	Yes/No	Yes/NA

IMPORTANT NOTE

Bidders in their own interest are advised to carefully go through the terms and conditions of this Tender Document and submit their offers along with other relevant documents in support of their bid and duly filled up applicable forms indicated above. Kindly ensure that all the relevant columns are duly filled up and each page of bid document (except printed literature) is duly signed / initialed by the authorized signatory / representative of the bidder with seal of the bidder / firm.

General Requirements at ICMR NIRRCH, Mumbai

General Laboratory and Molecular Biological Chemicals/Reagents / Consumables

QUALIGEN, SPECTROCHEM, S.R.L., S.D. FINE CHEM, HIMEDIA, RANKEM RFCL, LOBA, C.D.H, J.T. BAKER, SIGMA, THERMOFISHER SCIENTIFIC, GIBCO ETC.

2. Glassware

BOROSIL, REVIERA, QUALIGEN, MERCK, SCAM LAB GLASS, HIMEDIA, RANKEM RFCL ETC.

3. Plasticware (including Consumables)

GENAXY, FALCON, TARSON, AXYGEN, LAXBRO, MEMBRAANS, WATERCOLUMN, WHATMAN, ETC.

4. Surgical Items

GLOVES; SLIDES; COVER GLASSES; VACUTAINERS; SYRINGE; NEEDLES, ETC.;

5. Drugs / Medicines

MEDICINES ARE REQUIRED FOR OUR EXPERIMENTAL ANIMAL FACILITIES AND CLINICS VIZ. BONE HEALTH CLINIC, Naigaon; INFERTILITY CLINIC; CHILDRENS HEALTH CLINIC, Abhyudaya Nagar

6. Fresh Vegetables / Fruits, Food Grains etc.

Sr. No.	Items with Specifications	Quantity per month (approx.)
FRE	SH VEGETABLES / FRUITS	
1.	Lucerne Grass Fresh, tender, juicy with green leaves and free from extraneous material and small insects.	1100 Kgs
2.	Carrots Quality No.1, fresh, tender, clean and without mud.	470 Kgs
3.	Bananas Ripened but not over ripened bananas – each not less than 100gm in weight.	500 Dozen
4.	Bread - ISI marked Fresh bakery made with each packet weighing 400 gms. The bread packets should be of the same day of manufacturing. The bread slices should not have any fungus on it or stale slices	700 Pkts
5.	Sweet Lime Fresh, ripened and large size	125 Kgs
6.	Green Vegetables Should be of high grade, fresh, tender and clean. Green vegetables include Ladyfinger, Cucumber (Kakdi), Cabbage, Knolknol, French Beans, Tamarind, Sweet Potato, Tomatoes, Gavar (cluster beans), Chavli, Cauliflower, Tamarind Leaves, Red Pumpkin	500 Kgs
7.	Dry Dates: High Grade Good quality clean and free from insects with latest manufacture	30 Kgs
8.	Apples Fresh, large size.	36 Kgs
9.	Eggs Fresh each not less than 60gm weight. No abnormal or soiled eggs or cracked eggs will not be acceptable	150 Dozen
10.	Fruits Seasonal Fresh, clean, ripened, large size and free from insects, dust and mud. Includes Mango, Guava(Peru), Apple, Jaggery, Watermelon, Muskmelon, Sugarcane Stick, Grapes, Bhoras, Sapota (Cheeku), Ber, Fig, Amla, Sweet lime, Orange, Papaya, Blackberry, Wet Khajur, Jamun.	200 Kgs
11.	Pasteurized Fresh Milk Fresh Milk with Fat - 3.5%.	200 liters

FOO	FOOD GRAINS		
Sr. No.	Items with Specifications	Quantity per month (approx.)	
12.	Sugar (1 Kgs bags) Big granules of good quality without any foreign material and free of any moisture.	10 Kgs.	
13.	Common Salt Brand: Captain Cook (Iodized Salt) 1 Kg pack.	06 Kgs	
14.	Wheat Cracked Wheat of good quality – cracked without weevils, dust free, pesticide free and free from chemical and fertilizer residues and free from extraneous material. The cracked wheat should be approximately 4 pieces per grain.	350 Kgs	
	Raw Bengal Gram Cracked / Roasted Bengal Gram cracked Good quality Bengal Gram Cracked without weevils, dust and foreign material. Should be pesticide free and free from chemical and fertilizer residues and free from extraneous material The cracked Bengal Gram should be approximately 4 pieces per grain.		
15.	The vendor will initially provide raw Bengal Gram Cracked. Roasted Bengal Gram will be ordered to examine for its binding capacity to form good pellets. If raw Bengal Gram cracked is found better than roasted, raw one will be continued otherwise roasted Bengal Gram will be ordered. Vendor should provide quotes for both the forms of Bengal Gram.	85 Kgs	
16.	Cassein Animal Grade (Fresh Lot) 60% to 70% Protein.	35 Kgs	
17.	Bio-boost Make: Lyka Animal Health Division – Fresh lot in 1 Kg pack.	04 Kgs	
18.	Groundnut Cracked 'Moisture and Fungus Free'. Matured, dry, freshly prepared cracked, good quality without shell. Should be free from pesticides, chemicals and fertilizer residues	40 Kgs	

Sr.	Items with Specifications	Quantity
No.		per month
		(approx.)
19.	Mineral Mixture (Supplevite-M)	12 Kgs
	Manufactured by: Sarabhai Chemicals	
20.	Refined Ground Oil (1 litre pack)	5 litres
	Brand: Postman in sealed tin.	
21.	Seasame Oil Refined	1.5 litre
	Sealed in 1 Kg pack (ISI marked)	
22.	Pulses	35 Kgs.
	Whole Bengal Gram, Moong, Matkai, Lentil (Massoor), in equal proportion. Free	
	of weevils, clean without dust and foreign material. Should be free from	
	pesticides, chemicals and fertilizer residues	
23.	Milk Powder Whole	10 Kgs.
	Spray dried I.S.I. mark – IS 1165 in sealed nitrogen packed tins.	
24.	Whole Bengal Gram	200 Kgs.
	Weevils free, clean without dust and foreign material. Should be free	
	from pesticides, chemicals and fertilizer residues	
25.	Wheat Bran	125 Kgs.
	Strictly free from weevils, moisture free, factory fresh clean without foreign	
	material and dust particles.	
26.	Groundnut Whole with shell	130 Kgs.
	With shell and matured nuts within, dry clean without mud, dust or foreign	
	material. Should not have rancid and fungus containing nuts. Should be free from	
	pesticides, chemicals and fertilizer residues	

(Item No. 1 to 11 should be supplied daily /twice a week/weekly as per requirement)

The quantity required per month is approximate and ICMR NIRRCH orders as per the requirement which may vary from the above approximations.