

सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान CSIR-Indian Institute of Chemical Technology आई. एस. ओ. 9001 संगठन (विश्लेषणात्मक परिसेवा हेतु) /ISO 9001 Organization (for Analytical Services) (वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद) / (Council of Scientific and Industrial Research) तारनाका, उप्पल रोड़, हैदराबाद. तेलंगाना राज्य, भारत. 500 007. Tarnaka, Uppal Road, Hyderabad. Telangana, India. 500 007



# NOTICE INVITING TENDERS (e-Publishing)

# निविदा सं./ TENDER ENQUIRY No. - PUR/IICT/RC-MEDICINES/2024-2025

# निविदा दस्तावेज /BID DOCUMENT FOR

# सामग्रियों का विवरण / ITEMS DESCRIPTION

# "Supply of Medicines etc., under RC on Hospital/Institutional Rate"

### Bids under Single BID System shall be submitted through email/Hard Copy for RC

Bidder must necessarily comply with conditions of 'Make in India(MII)' Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India (GoI), as amended from time to time, as on the date of issue of tender and related instructions of the GoI.

सम्पर्क/ contact-भंडार एव क्रय नियंत्रक Controller of Stores & Purchase सीएसआईआर- भाराीय रासायनिक प्रौद्योगिकी संस्थान CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY उप्पल रोड, ारनाका/Uppal Road, TARNAKA, हद्वराबाद/ Hyderabad – 500 007 (वेलंगाना /TELANGANA), भारा/ INDIA दूरभाष/Ph: +91-40-27191241 / 2719 1246

ईमेल /E-Mail: <u>csiriicthyd@csiriict.in; cosp@iict.res.in; spodk@iict.res.in</u> <u>Website: http://www.iictindia.org</u>

#### No. PUR/IICT/RC-MEDICINES/2024-2025

#### NOTICE INVITING TENDER

10.06.2024

Sub: Conclusion of Rate Contract for procurement of Medicines, Hospital / Clinical Consumables, diagnostic kits / consumables & allied items on Govt. Department/Institutions under Institutional Price / Hospital Price / Special Rate Contract.

- 1. CSIR-INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY (CSIR-IICT), Hyderabad is one of the R&D Organization under the aegis of Council of Scientific and Industrial Research (CSIR), Ministry of Science & Technology, Government of India.
- 2. This Institute is having a Dispensary manned by proficient Doctors, who cater to the basic medical requirement of the employees & their dependents and the pensioners for which, there is huge requirement of medicines. Dispensary is having an outpatient facility equipped with basic diagnostic instruments like semi-automatic analyzer, fully automatic analyzer, Hematology analyzer, electrolyte analyzer etc., for which we require diagnostic kits, reagents and other consumables also. Dispensary also staffed with a nurse and have facility to extend basic nursing case for which we require consumables like syringes, gloves etc.,
- 3. The Institute, therefore, intend to conclude Rate Contract for procurement of medicines, diagnostic kit etc., as stated above, on Institutional Price / Hospital Price / Special Rate Contract. **The Rate Contract will be valid up to 30.06.2025.** The contract can be extended for a period of one more year by mutual consent subject to the fall clause, if required.

The authorized dealer/stockiest of the original manufacturer should be located preferably in and around Hyderabad in order to expedite the delivery and other related services regarding supply of ordered medicines or alternatively manufacturer arrange for the supply directly.

- 4. Manufacturers are requested to submit a copy of the hospital price list / institutional price list of the <u>MEDICINES</u>, <u>HOSPITAL / CLINICAL CONSUMABLES</u>, <u>DIAGNOSTIC CONSUMABLES & ALLIED</u> <u>ITEMS</u> in the entire range of your production /marketing so as to enable us procure the same as and when required during the validity of the contract. Manufacturer should furnish tender specific authorization to their specifically authorized stockiest/dealers for effecting supply under the proposed Rate Contract (RC).
- 5. EMD: **Please note that** Bid Security Declaration (B.S.D) mandatorily required to be submitted by the bidder in the prescribed format attached to this tender document for consideration of RC offer.
- 6. The Director, CSIR-IICT reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons thereof.
- 7. The RC bids/Price list with the best possible discount must be submitted through email: spodk@iict.res.in; csiriicthyd@csiriict.in / hard copy (in original) of the bid on or before 05/07/2024 upto 12.30 P.M and the same shall be considered for further processing. The RC bids should be addressed to "The Director, CSIR-IICT", Uppal Road, Hyderabad 500 007 and to be delivered at the following address.

То

Director, CSIR-Indian Institute of Chemical Technology (IICT), (Atten: The Controller of Stores and Purchase ) CSIR-INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY Uppal Road, Hyderabad – 500 007, India. Tel: 0091 40 27191246/ 27191241, e-mail: spodk@iict.res.in; csiriicthyd@csiriict.in

(Dharmendra Kumar) Controller of Stores and Purchase

#### No. PUR/IICT/RC-MEDICINES/2024-2025

Dated: 10.06.2024

#### General Terms & Conditions

- 1. The bids are invited from a (i) original manufacturer of the item having WHO GMP Certified Manufacturing unit or Certificate of Pharmaceutical Products (COPP) in India (for medicines and generic medicines) or (ii) direct importer/manufacturer holding valid license subject to compliance of MII policy of the Govt. of India. The bidders must be a local suppliers as per Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. No. P-45021/2/2017-PP(BE-II), DT.16.09.2020, Govt. of India O.M.No. F.1/4/2021-ppd DT.18.05.2023 and other policy instructions issued by the Govt. of India from time to time in pursuance of its Make in India (MII) policy.
- a) Class I Local supplier whose goods offered for procurement has local content equal to or more than 50% as defined below:
- **b)** Class II Local supplier whose goods offered for procurement has local content more than 20% but less than 50% as defined below:
- c) 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 above bidders are required to provide self-certification as per the clause 3 of the Govt. of India, Ministry of Finance Department of Expenditure, public procurement Division, O.M.No. No. P-45021/2/2017-PP(BE-II), DT.16.09.2020, as amended from time to time as on the date of issue of the tender notice.

d) 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.

e) 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.

# "Non-local suppliers' and their authorised Indian agent/distributor are not eligible to submit the RC Proposals for products which do not comply with the requirements of Make in India (MII) policy of the Govt. of India.

I. Any bidder from a country which shares a land border with India will not 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:
- 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 shareholder's agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals.
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 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 fulfils 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)

#### SPECIAL TERMS AND CONDITIONS

- 1. Only original manufacturer shall submit the bid enclosing the Institutional/Hospital Price list with best possible applicable discount. The manufacturer will have an option to supply medicine directly through its duly authorized dealer / distributor / stockiest giving tender specific authorization. (as per Annexure-I manufacturer's authorization form enclosed)
- 2. The manufacturer / authorized dealer / distributor who stands blacklisted / banned debarred on the ground of conviction by court of law or the products being found spurious or adulterated by any other State /Central Government or its agencies shall not be eligible to participate in the bid.
- 3. In case of the product / item is to be supplied through any authorized distributor (s) the following documents should be enclosed with the offer.
  - a) Authorization of the manufacturer for the Contract Period.
  - b) Attested certificate that they have the valid license to engage in sale of drugs under the relevant rules / acts prevailing in Hyderabad.
  - c) Attested copy of GST / PAN / Certified copies of IT return.
- 4. Certificate that they agree to follow all other terms and conditions of this tender document.
- 5. The Price should indicate NDP / MRP along with the discounted Hospital Rate being offered to this Institute by the original manufacturer.
- 6. The price list detailing the Product Name, Name of the Drug, Pharmacology Name, Packing, special Hospital Rate/Institutional Rate, the MRP / NDP which is exclusive of all taxes along with other terms & conditions governing the supply and name(s) & addresses of the authorized distributors through whom the supplies are proposed to be executed should be submitted as stated above. A letter authorizing the stockiest, with their name, address, phone number & Email ID by the manufacturer should also be submitted.
- 7. The price list is to be submitted for the entire range of the products manufactured / traded (for all divisions) subject to a strict compliance of Make in India (MII) Policy of the Govt. of India.

- 8. 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. The Price should indicate NDP / MRP along with the discounted Hospital Rate being offered to this Institute.
- 9. The bidders covered under Pharmaceutical CPSEs in accordance with the Ministry of Finance, Department of Expenditure instructions in respect of the Pharmaceuticals Purchase Policy should submit their bids accordingly.
- 10. The offer should be based on free delivery at CSIR-IICT Stores otherwise it will not be considered.
- 11. The Bidder **must agree for immediate free replacement in case any discrepancy** is found with regard to quality/quantity of the material to be supplied by them under this Rate contract or having short shelf life/expiry. Decision of CSIR-IICT in such cases is final.
- 12. Medicines covered under Drug & Price Control (DPCO) should be supplied at the rate fixed by National Pharmaceutical Pricing Authority (NPPA) rates minus maximum discount possible to be acceptable to the competent authority.
- 13. The basic rate for calculation of discount should be clearly mentioned. If in future there is downward revision in such basic rates due to any reason including the revision / addition of items in the DPCO, the benefit should be automatically passed on to CSIR-IICT. Any failure to do so would attract action for recovery of the additional amount paid, if any, by the Institute; and it may lead to blacklisting of the supplier for any future transactions.
- 14. Fall Clause: The price to be quoted (Price as indicated in the price list less discount plus taxes and duty if applicable) by the Bidders under the rate contract should in no event exceed the lowest price at which the Bidders sells the stores of identical description to any other organization during the currency of rate contract. If R/C holder reduces its price or sells or even offers to sell the same item/s during the currency of the rate contract, price will be automatically reduced with effect from that date for all the subsequent supplies under the R/C.
- 15. 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/Institutions. 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.
- 16. In case any such discrepancy is noticed they shall refund the amount to CSIR IICT and also Rate Contract is liable to be cancelled.
- 17. The Rate contract can be terminated without any notice in case the performance of the Bidders is found consistently unsatisfactory or due to the serious lapse on the part of the Bidders.
- 18. In case of emergency, CSIR-IICT may purchase the same item through adhoc contract with a new supplier.
- 19. 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, CSIR-IICT.
- 20. The vendor and/or the CSIR IICT are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other normally by giving 30 (thirty) days time.
- 21. Conditional tender shall not be accepted

- 22. Parallel Rate Contracts: The CSIR IICT reserves the right to conclude one or more than one rate contract for the same item or resort to any alternative mode of procurement. Mere conclusion/award of RC contract does not ensure the bidder minimum quantity of Purchase Order for supply of medicine.
- 23. 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. Incase of such products / items offered under the RC are made available on GEM by the supplier /OEM, it will be the responsibility of the concerned RC holders to inform CSIR –IICT about the same so as to discontinue such item from the RC. Any failure to do so will be the sole responsibility of the supplier and appropriate action in this regard will be taken against such RC holder / party.
- 24. Settlement of Disputes

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

1.2 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 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 beengiven 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.

1.3 The dispute settlement mechanism/arbitration proceedings shall beConcluded as under:

- (a) If any dispute or difference arises between the 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 demandof 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 differences shall be referred to Delhi International Arbitration Centre (DIAC), New Delhi. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.
- (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

1.4 The venue of the arbitration shall be the place from where the purchaseorder or contract is issued.

1.5 Notwithstanding, any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

# 1.6 All disputes are amenable to applicable Indian Laws and subject to jurisdiction of the competent court at Hyderabad, India only.

#### 24. ACCEPTANCE OF TENDER & RELAXATION OF TENDER CONDITIONS:

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

#### II. Documents to be Submitted

The following documents need to be enclosed along with your bid to consider the bid for award of Rate Contract.

- 1. Documentary evidence for the constitution of the Company / firm such as Memorandum and Articles of Association, Partnership deed etc., with details of Name, Address, Telephone Numbers, Fax Numbers, email address of the firm and of the Managing Director / partner / Proprietor as original manufacturer.
- 2. Documentary evidence/attested copy of the valid license for the products quoted (in case of manufacturer). (In terms of Clause No. 1, 2, 3 of the General Terms and Conditions).
- 3. Latest GST Registration certificate.
- 4. Under taking on company's letter head that the manufacturer has not been blacklisted and any of the products offered has not been declared as not of standard quality during the last two years.
- 5. Attested Copy of the PAN issued by the Income Tax Department.
- 6. The Bidders will have to confirm in writing in their offer that all the terms and conditions mentioned above are acceptable to them.
- 7. An undertaking with regard to Clause No. 3(d) (7) i.e. land border restrictions on company's letter head
- 8. An undertaking with regard to Clause No. 18 on company's letter head.
- 9. Manufacturer's authorization form as per Annexure-I
- 10.Bid Form, Annexure-B along with price list and catalogue.
- 11.Bid Security Declaration (format attached)
- 12. Certificate for Class I and Class II Local suppliers.
- 13.Declaration for Code of Integrity and Conflict of interest.
- 14.RTGS/Bank details of the firm.
- 15.Undertaking with regards to availability/non-availability of material on GEM with regard to clause 23 on company's letter head.

#### III. Terms of supply

- 1. All supplies will be scheduled for the period from the date of acceptance till the completion of the Rate Contract in installments, as may be stipulated in the Purchase Order. The supplied medicines and Drugs (covered in Schedule P of Drugs & Cosmetics Act) should have a maximum potency throughout the shelf life period as prescribed in the Drugs & Cosmetics Act 1940 and rules there under. All other items of drugs and medicines should have a shelf life period of minimum 2 years from the date of manufacture. All drugs supplied should have at least a minimum of 12 months shelf life of the drug supplied at the time of receipt of supply at consignee end.
- 2. The supply should be completed within 30 days from the date of purchase order.
- 3. The supplier may continue the supply of unexecuted quantity after the 45th day, however liquidated damages of the tender conditions, will be levied on the quantity supplied after the 30<sup>th</sup> day. However, no supplies will be normally accepted after 5PM of 30th day from the date of issue of the purchase order.

- 4. The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders. In case of non-execution, CSIR IICT reserves the right to place purchase order (partially/ fully) on alternate source at the risk and cost of the defaulting bidder.
- 5. The supplier should try to supply the product which is not older than 60 days. In case, the product supplied is older than 60 days (i.e. received after 60 days from the date of manufacture) and the product is not consumed before its expiry, expired quantity with fresh stock of longer shelf life will be replenished by the supplier, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

#### 6. All medicines supplied under the Rate Contract should be properly stamped "For IICT Dispensary only".

- 7. Exchange of medicines and consumables before and after expiry date should be accepted.
- 8. Payment will be made only **after the receipt of material in our stores in good condition.** Payment will be made directly to the suppliers by e-payment mode (RTGS/NEFT). Minimum credit period is 30 days.
- During the rate contract period, any time bonded special offer introduced by manufacturer/supplier must be offered to CSIR- IICT also and same should be intimated in advance. However, CSIR – IICT will have the right to avail the offer or not.
- 10. The supplier will have to supply the ordered material under this rate contract **within 30 days** of placement of Purchase Order in full quantity, part supplies will not be accepted otherwise order can be cancelled and further action as deemed proper can also be taken.
- 11. Parallel Rate contract for similar items can be placed at any time during the period of rate contract with one or more parties.
- 12. All supplied items must have maximum shelf life / expiry date. Items supplied with shorter than 1 year expiry period is likely to be rejected.

#### IV. The Price List

- 1. It may be ensured that the Price list is submitted for the entire range of the Products manufactured / imported by you confirming to GMP etc., norms as required under act.
- 2. The offer should be all inclusive of all applicable taxes. However, the applicable Taxes shall be separately indicated. It should clearly indicate the percentage of discount on the basic rate being offered for each / each range of product. The final price offered should also be clearly mentioned. The discount offered should be maximum to be acceptable to the Competent Authority.
- 3. It is requested to furnish details of rate and admissibility of replenishment of medicines on expiry of the shelf life along with the catalogue indicating the compositions of medicines.

It is requested that your offer conforming to the above requirements may kindly be submitted in original at the following address **on or before 05/07/2024 upto 12.30 P.M** for our consideration

To The Controller of Stores & Purchase CSIR-Indian Institute of Chemical Technology, Tarnaka,Uppal Road, Hyderabad – 500 007, India. Tel: 0091 40 27191246/ 27191241, e-mail: spodk@iict.res.in; csiriicthyd@csiriict.in

Annexure-I

#### **Bidder Information Form**

(a) The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

**Date:** [insert date (as day, month and year) of Bid Submission]Tender No.: [insert number from Invitation for bids]

Page 1 of \_\_\_\_\_pages

01	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	NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE:					
07.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]					
08	COUNTRY OF ORIGIN OF PRODUCT (S):					
09	ADDRESS OF THE PLACE OF MANUFACTURE / FACTORY / PLACE WHERE LOCAL CONTENT VALUE ADDITION IS DONE BY MANUFACTURER:					
10	Detailed address of point of local supply for refilling of cylinder located in and around <b>Hyderabad</b> -					
11	If item is imported and is from a country sharing land border with India, then					
	Registration certificate details like number, date and validity date:					
12	Are you a <b>MSE</b> registered for the <b>Item under procurement</b> : if Yes, then furnishdetails of the <b>certificate</b> , <b>date and validity</b> along with copy of the same. Do you intend to opt for the purchase preference policies of the Government of					
	India as applicable to <b>MSE</b> s in this tender?? If So, write Yes					

13	Do you intend to opt for the purchase preference policies of Government of India					
	as applicable by "Make in India(MII) order/ circular? If So, write Yes					
14	Are you <b>Class I Vendor</b> or <b>Class II Vendor</b> as defined by Make in India (MII) Policy of the Govt. of India. It is mandatory to attach the <b>certificate from the</b> <b>OEM for Local content</b> percentage and place of value addition.					
15.	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.					
16.	Whether bidder intends to claim the <b>benefit of purchase preference in under</b>					
	the MSEs Policy and Make in India policy of the Govt. of India with reference to					
	point 11, 12 & 13 above. If yes, please specifically indicate your status as the					
	bidder under one of the following category in terms of the Govt. of India, Ministry					
	of Finance, Department of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023					
	-					
	i. "MSE Class-I local supplier", or					
	ii. 'MSE but non-Class-I local supplier" or					
	iii. 'Non-MSE but Class-I local supplier" or					
	iv. 'Non-MSE non-Class-I local supplier'					
	(Delete or Strike out, whichever not applicable. Write "NO" if none of above					
	four category is applicable. For claiming benefit please specify and attach					
	supporting documents, failing which CSIR-IICT will not be responsible for					
	inadvertent non-extension of eligible benefit).					

Signature of Bidder

Name\_\_\_\_\_

Business Address

\_\_\_\_\_

#### Manufacturer's Authorization Form (MAF)

[The Bidder shall ensure that the Manufacturer shall 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: Director, CSIR-IICT, Hyderabad – 500007

#### WHEREAS

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

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

Signed: [insert signature(s) of authorized representative(s) of the manufacturer] Name: [insert complete name(s) of authorized representative(s) of the manufacturer] Title: [insert title]

Duly authorized to sign this authorization on behalf of: [insert complete name of bidder]

Dated on \_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_ [insert date of signing] 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/Bidder

NOTE:

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

#### On the letter head of the firm submitting the bid document Bid Form

То

The Director, CSIR – Indian Institute of Chemical Technology(IICT), Hyderabad- 500007.

#### **Ref: IICT/PUR/RC/MEDICINES/2024-25**

Sir,

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 given in the quotation.

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.

1

- 1. Name of the original Manufacturer(s)
- 2. Make / Brand(s)
- 3. Agreeing for liquidated damages / Penalty clause : YES / NO
- 4. Delivery Period:
- 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 Clients list:
- 8. Manufacturer/ Bidder should enclose:
  - A. GST Registration Certificate
  - B. PAN No.
  - C. Profile of the firm & Client list
- 9. Compliance with National/International Standards:
- 10. If Dealer, then authorization letter from Manufacturer.
- 11. Rate contract copies with other Research Institutions.
- 12. Bank Details for e-payment.
  - 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 CSIR-IICT Stores YES / NO

Discount from Manufacturer (must be stated)

14. Any further discount from dealer (must be stated)

15. Supply through (Tick either a or b)

- a) Direct
- b) Authorized dealer: Name \_\_\_\_\_

Address _	·····
Phone No.	

e-mail				

- 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 IICT, Hyderabad
- 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 format notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this \_\_\_\_\_day of \_\_\_\_\_2025

Signature of Bidder

Details of enclosures

Full Address:Telephone No.:e-mail:COMPANY SEAL:

**Annexure-IV** 

#### **Bid-Securing Declaration (BSD)**

Date:\_\_\_\_\_ Bid No. \_\_\_\_\_

To Director, CSIR-IICT, Hyderabad – 500007.

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)

#### Annexure-V

#### CERTIFICATE FOR CLASS-I or CLASS - II LOCAL SUPPLIER

We hereby declare that the items under our Quotation No.\_\_\_\_\_\_\_\_\_ in the brand name of \_\_\_\_\_\_\_ &

are manufactured at

Hence, its contains the local content of

- a) More than 50%
- b) More than 20% and Less than 50%

Strike out whichever is not applicable

as defined under the 'Make in India(MII) policy' of the Department for Promotion of Industry & Internal Trade(DPIIT), Govt of India, as amended from time to time.

The value addition for the local content is done at (Name of the place)

The Country of Origin of the item(s) is/are \_\_\_\_\_.

False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of 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.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

Signature

Note: The certificate may be prepared under letterhead of the vender and submitted duly signed by the authorized signatory.

#### Annexure-VI

Format for declaration by the Bidder for Code of Integrity & conflict of interest (Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

To,

Ref. No:\_\_\_\_\_Date\_\_\_\_

The Director, CSIR-IICT, Hyderabad – 500007.

> With reference to our Ref./Tender No. \_\_\_\_\_ Dated and our Quotation No. \_\_\_\_\_ dt. \_\_\_\_, I/We hereby declare that we shall abide by the "Code of Integrity for Public Procurement" and have no conflict of interest.

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

а

b

С

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

Yours sincerely,

Signature (Name of the Authorized Signatory) **Company Seal** 

Annexure-VII

#### Undertaking on Non-availability of quoted product in GeM Dt.

Ref. No:\_\_\_\_\_Date\_\_\_\_

To, The Director. CSIR-IICT, Hyderabad - 500007.

I/We confirm and certify that the product offered for Rate Contract against present tender of CSIR-IICT are not being sold by (Name of Manufacturer either directly or through any of our duly authorized dealer currently in GeM Portal of the Govt. of India. If any product of catalogue quoted in present tender is subsequently offered on GeM portal at any point of time subsequent to issue of RC order, same may be promptly brought into the notice of CSIR-IICT, Hyderabad immediately to procure the same through GeM, if so required by your Institute.

I/We undertake that we shall be liable for any punitive action in case of transgression/ contravention of said undertaking.

> Yours sincerely, Signature (Name of the Authorized Signatory) Company Seal

SI/NO.	Requirement of Tender	Compliance Document submitte		
1	Tender Acceptance	Yes/No	Yes/No	
2	Bid Security (if applicable)	Yes/No	Yes/No	
3	Bidder Information Form	Yes/No	Yes/No	
4	Manufacturers Authorization Form (MAF)-Tender specific	Yes/No	Yes/No	
5	Certified copy of the agency agreement between the principal and the agent. (MAF), if any	Yes/No	Yes/No	
6	Format for declaration by the Bidder for Code of Integrity & conflict of interest	Yes/No	Yes/No	
7	Certificate For Class–I or Class – Ii Local Supplier, in terms of Make in India policy (MII)	Yes/No	Yes/No	
8	Eligibility Criteria	Yes/No	Yes/No	

## Check List: Duly filled check list to be submitted along with the technical bid