



**TENDER DOCUMENT**  
**FOR**  
**RATE CONTRACT OF CHEMICALS & REAGENTS**  
**/PLASTICWARE**

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**CSIR-INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY**  
DELHI UNIVERSITY CAMPUS, NEAR JUBLEE HALL,  
MALL ROAD, DELHI-110007, INDIA

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**Contact Details:**

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Website: [www.igib.res.in](http://www.igib.res.in)

## TERMS AND CONDITIONS

### **1. Eligibility Criteria:-**

- Valid Authorization Certificate of OEM may please be enclosed with the proposal, in case of Authorized Dealer/Distributor.
- Higher discount shall be the criteria for deciding the award of Rate Contract.
- Bidder should have executed at least 10 Purchase order valuing Rs. 10 Lakh from a single R&D Organization (including CSIR-IGIB) during a financial year or RC period.
- Bidder should have minimum 3 Rate Contract with three different R&D Organization during financial year 2020-2021 and 2021-2022.

**2. CONTRACT/AGREEMENT:** After the receipt of the award letter bidder have to submit Rs.100/- non-judicial stamp paper duly notarized for Contract/Agreement as part of commitment to fulfill the contractual obligations within 21 days from the date of the award of Purchase Order/contract . The specimen of contract/Agreement is attached at **Annexure – A.**

**3. Delivery :** - Ordered items should be delivered within a period of 06 week from the date of purchase order. Delivery shall be free of cost either at CSIR-IGIB, Central Store, Mall Road or Central Store, CSIR-IGIB, South Campus, Delhi-Mathura Road, New Delhi as may be indicated in the Purchase Order. Delivery shall be accepted between 10.00 AM to 4.30 PM from Monday to Friday (except Govt./CSIR declared holidays).

**4. LIQUIDATED DAMAGES :-** Being a Research and Development Organization, time is the essence of the Purchase Order, the date of delivery should be strictly adhered to Otherwise, the Director, CSIR-IGIB reserves the right not to accept delivery in part or full (unless allowed with prior permission) and also claim the liquidated damages 0.50% per week subject to maximum 10% of total value of the Purchase Order exclusive of taxes.

**5. PAYMENT TERMS:-** All payments are made by RTGS through the State Bank of India, Delhi University Branch, Delhi – 110007 after satisfactorily receipt of goods at CSIR-IGIB against the pre-receipted bill in triplicate in favour of Director, CSIR-IGIB. All bidders are requested to kindly submit your bank details .

**6. WARRANTY:** - The bidder shall be fully responsible for the manufacturer's warranty in respect of good quality, original packing and purity/workmanship of all the goods covered in the rate contract. In case the item found to be defective at the time of use, the bidder will provide us free replacement or will refund us the charged amount for the said item. Failing which the Rate Contract will be terminated and in future no enquiry will be sent to this firm.

**7. DISCOUNT :-** Clear cut percentage of discount may please be offered under Rate Contract along with the certificate that their firm has not offered higher discount to any other department/organization. If any discrepancies/deviations found in the statement then the additional amount of discount may be pass to CSIR-IGIB without any argument. Otherwise, CSIR-IGIB is free to stop the business from their firm and also free to blacklist their firm.

**8. TAXES :-** Chargeable percentage of all type of taxes may be clearly shown separately from the basic cost. Failing which, it will be presumed that no taxes are involved and quotation will be considered in these cases **"INCLUSIVE OF ALL TAXES"** and CSIR-IGIB is not liable to pay any taxes.

**9. PRICES:-** The prices should be free delivery at CSIR-IGIB, Mall Road or CSIR-IGIB, South Campus (as per condition of specific Purchase Order) inclusive of packing, forwarding. If ex-work/godown prices are quoted, the packing, forwarding, documentation, freight, insurance, etc. must be specifically separately mentioned in the quotation.

10. **Fall clause:-** During the Rate Contract period, no upward charge in prices will be entertained after awarding the Contract. In case of reduction in the taxes as well as in the basic prices the bidder shall pass on the discounted prices to IGIB with advance intimation to Controller of Stores and Purchase/Stores and Purchase officer, CSIR-IGIB. Failing which, CSIR-IGIB have all the rights to terminate the Rate Contract and debar the firm from the business of CSIR-IGIB for the future also. If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following the conditions of sale similar to those of the rate contract price to IGIB, to any person or organization lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract prices will be automatically reduced with effect from the date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

11. **Renewal/Extension of Rate Contract :-** It should be ensured that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons timely steps are to be taken to extend the existing rate contracts with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, are to be left out. Period of such extension should generally not be more than three months. Also, while extending the existing rate contracts, it shall be ensured that the price trend is not lower.

12. **GENERAL INSTRUCTIONS TO THE BIDDERS:-**

- a) Mention the percentage of discount in the quotation both in figures and words. If any discrepancies found in figure and word, the amount in words shall prevail unless the amount expressed in words is related to any arithmetic error.
- b) Director, CSIR-IGIB have all the rights for acceptance/rejections of the quotations in complete/partial manner or reject the any proposa in complete/partial without assigning any reason.
- c) Samples, if called for, shall be submitted free of charge on the request of CSIR-IGIB.
- d) In case of any promotional offer that the company will bring out, the appropriate offer should be passed on to the SPO/Indenter on routine basis as soon as the offer is available.
- e) While submitting the proposal the bidder should mention the name of all the manufacturer/OEM/brand name for whom bid is being submitted indicating the category of item against each and also submit OEM's authorized valid certificate
- f) The firm shall be required to deliver the material on FOR basis either at CSIR-IGIB, Mathura Road, New Delhi or CSIR-IGIB Mall Road, Delhi as per the condition of the PO within the delivery period.
- g) All disputes arising out of this shall be referred to the sole arbitrator appointed by Director General, CSIR, New Delhi. All suits shall be in the courts of New Delhi/Delhi jurisdiction only.
- h) GST Notification No. 45/2017- Central Tax (Rates) and Notification No. 47 in respect of Concessional GST Rates for Research Institutions are applicable on CSIR-IGIB. GST No. of CSIR-IGIB is 07AAATC2716R4ZE which should be mentioned in the invoice at the time of supply. Similarly, CSIR-IGIB being a Public Funded Research Institution is also exempted
- i) For excise duty wherever applicable vide notification No. 10/97 dated 01.03.1997 and customs duty vide notification No. 51/96 dt. 23.07.1996. As per these notifications only 5% GST will be paid.
- j) Any conditional tender (different from this tender condition) will not be accepted.

Yours faithfully,

Stores & Purchase Officer

**Encls: As above**

**Annexure - A**

**Contract/Agreement**

**Contract No.**

**Date:**

THIS CONTRACT AGREEMENT is made on the ----- day of -----, 20 .

BETWEEN

- (1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by The Director, CSIR-IGIB, Mall Road, New Delhi, India, (hereinafter called "the Purchaser")

AND

- (2) M/s. ...., a company incorporated under the laws of (country of Supplier) ..... and having its principal place of business at (address of Supplier)..... (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for **Supply of** ..... and has accepted a Bid by the Supplier for the supply of those Goods and Services for a sum of.....(Contract price in words & figures).....**only) at FOR CSIR-IGIB Central Stores (Mall Road or Mathura Road, New Delhi)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement No. .... **dated** .....
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications
  - (e) The Supplier's Bid and Original Price Schedules
  - (f) The Purchaser's Notification of Award i.e. P.O. .... **dated** .....
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research.

**For CSIR-IGIB**

**For M/s.....**

Controller of Stores & Purchase

Authorized Signatory

**Countersigned**

**For**

Controller of Finance & Accounts

Authorized Signatory



सी . एस . आई . आर - . जीनोमिकी और जीव - विज्ञान समवेत  
संस्थान

**CSIR-INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY,**

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No.IGIB/RC/2022-23

Dated: 23.05.2022

**Notice Inviting Tender**

**Sub: RC For Chemicals and Reagent/Plasticware**

CSIR-Institute of Genomics and Integrative Biology (CSIR-IGIB), Delhi is one of the premier laboratories under Council of Scientific and Industrial Research (CSIR), an autonomous body under Department of Scientific and Industrial Research (DSIR), Government of India, New Delhi. CSIR-IGiB is a science knowledge based Research and Development (R&D) Institute and internationally known for its excellence in R&D in the field of Genomics and other fields of biological sciences.

The Director, CSIR-IGIB invites proposal for the Annual Rate Contract on NDP basis for a period of One year w.e.f. 01.07.2022 to 30.06.2023 for Chemicals and Reagent /Plasticware from Manufacturer/Authorized Distributors . You should submit your proposal/bid as per instructions mentioned in the tender document to Director, CSIR-IGIB Through Speed Post / By Hand.

In case of any queries, you may send mail to [purchase@igib.res.in](mailto:purchase@igib.res.in) and [spo@igib.res.in](mailto:spo@igib.res.in) latest by 31.05.2022. The last date for submission of Proposal/bids shall be 03.06.2022. In addition to that, you are requested to kindly submit the 2 set of hard copies of the printed catalogue & Price list and also 2 sets of price lists in Pen drive with your proposal/bid.

**The Director, CSIR-IGIB reserves the right to accept or reject your proposal either in parts or in full without assigning any reason.**

**Important:** As per the Public Procurement (Preference to Make in India), Order, 2017 dated 16<sup>th</sup> September, 2020 as amended from time to time, the bidder is required to submit a self declared certificate about the percentage (%) of **local content** in the product quoted by the bidder. **Code of Integrity** & conflict of interest, Declaration regarding **Land Border Sharing** Regulations For more details kindly refer the Department for Promotion of Industry and Internal Trade (DPIIT) website <https://dipp.gov.in>

**Note: The Tender shall not be considered without these Certificate. The firm who have already received the enquiry from CSIR-IGIB for RC for a particular brand/Category through e-tender portal should not send separate proposal for the same brand / category against this NIT.**

Stores & Purchase Officer

**Format for declaration by the Bidder for Code of Integrity & conflict of interest (To be submitted On Letter Head of the Bidder)**

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

Date \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement and have no conflict of interest.

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

- a
- b
- c

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

Thanking you,

Yours  
sincerely,

Signature

(Name of the Authorized Signatory)

Company  
Seal

**Format for Declaration of Local Content**  
**(To be submitted On Letter Head of the Bidder)**

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

Date \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_

(Name & address of the Purchaser)

Ref: Your Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

Sir,

As per the Public Procurement (Preference to Make in India), Order 2017 available on website of the Department for Promotion of Industry and Internal Trade (DPIIT) at <http://dipp.gov.in>, the bidder is required to submit a self declared certificate about the percentage of Local Content available in its product. Accordingly, we are declaring the following as required in your Tender.

| S.No | Name of Item | % of Local Content of value addition | Location at which value Addition is made | *Status of the bidder. | The manner in which the value addition has been done in the product. |
|------|--------------|--------------------------------------|--|------------------------|--|
|      |              |                                      |  |                        |  |

**\*Status of the bidder:** Whether Class I, II or Non-Local supplier

We are aware that the bidders offering imported products will fall under the category of Non Local suppliers. They can't claim themselves as Class-I/II local supplier by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

**Declaration regarding Land Border Sharing Regulations(To be  
submitted On Letter Head of the Bidder)**

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

Date \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

(Name & address of the Purchaser)

Ref: Your Tender No. \_\_\_\_\_ Sir,

With reference to your above referred Tender, I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/we therefore, certify that:

1. The goods quoted by us are manufactured in India (Made in India), hence being an Indian product the Land Border Sharing Regulations do not apply on us for the quoted goods

Or

2. This Seller/ Service Provider/ Bidder is from \_\_\_\_\_ (Name of the Country) **that does not share** Land Borders with India.

Or

3. This Seller/ Service Provider/ Bidder is from \_\_\_\_\_ (Name of the Country) **that shares** its Land Borders with India. Accordingly, we have registered with the Competent Authority. The evidence of valid registration by the Competent Authority is attached herewith.

Dated

**Note: please tick ( ✓ ) one of the option in 1, 2 or 3 above**

4. I hereby certify that this Seller/ Service Provider/ Bidder fulfill all requirements in this regard and is eligible to be considered for procurement.
5. I understand that any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

Thanking you,

Yours sincerely,

Signature



