

**भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता**

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
(An Autonomous Institute under Ministry of Education, Department of Higher Education, Govt. of India)
PO-MOHANPUR, DIST. NADIA, PIN - 741246, WEST BENGAL, INDIA

E-Mail: purchase@iiserkol.ac.in

निविदा संख्या/ TENDER REF. NO.: IISER-K/PurEnq/CHA-01/S&P/25-26

दिनांक/ DATE: 07.11.2025

Indian Institute of Science Education and Research Kolkata (hereafter referred to as “Institute”) invites online bids (e-tender) in two bids systems, from OEM/ its Authorized Agents / its System Integrator Partner having Direct Purchase and Support Agreement with the OEM (hereafter referred to as “bidders”) for the items as stated under **IMPORTANT INFORMATION**.

1. INSTRUCTION TO THE BIDDER:

This Tender Document has been published on the Central Public Procurement Portal (hereafter referred to as “GEM Portal”) (URL: <https://gem.gov.in/> & Institute website www.iiserkol.ac.in and can be downloaded from the said websites/portals. The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid Digital Signature Certificates within **the last date of online bid submission** as stated under **IMPORTANT INFORMATION** later. No manual bids will be accepted. Interested bidders are also requested to check the detailed corrigendum from time to time through the GEM portal which may be uploaded against this tender.

The instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GEM Portal. More information useful for submitting online bids on the GEM Portal may be obtained at: <https://gem.gov.in/>

Disclaimers: The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given in this Tender Document is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Note: It is brought to the notice of the bidders that the NIT/Bid Documents format and its content, Annexures, etc. have been revised recently and hence, it is requested to go through the entire NIT document carefully before submission of bid.

महत्वपूर्ण जानकारी/ IMPORTANT INFORMATION:

एनआईटी संदर्भ सं / NIT REF. NO.	IISER-K/PurEnq/CHA-01/S&P/25-26
वस्तु विवरण / ITEM DESCRIPTION	HIRING THE CLEARING AGENT (C.H.A) AT IISER KOLKATA, MOHANPUR, NADIA, WEST BENGAL 741246 AS PER THE SCOPE OF WORKS GIVEN IN ANNEXURE-IV
अनुबंध की अवधि या संविदा की अवधि PERIOD OF CONTRACT	Three (03) years
निविदा प्रकार / TENDER TYPE	Open Bid through GeM (GFR Rule 149)
कवर की संख्या / NO. OF COVER	Two Bids System (GFR Rule 163)
निविदा के प्रकाशन की तिथि / DATE OF PUBLICATION OF TENDER	07.11.2025
PRE-BID CONFERENCE, IF ANY	18/11/2025 At 3.00 PM Venue: Store and Purchase Section, IISER Kolkata, Mohanpur, Nadia 741246
ऑनलाइन बोली प्रस्तुत करने की अंतिम तिथि / LAST DATE OF ONLINE BID SUBMISSION	29/11/2025 up to 3.00 PM (For details check the bid details page)
बयाना राशि / EARNEST MONEY DEPOSIT	Please sign a Bid securing declaration as per Annexure-IX as per Rule 170(iii) of GFR 2017 for necessary compliance.
CONTACT INFORMATION	Any queries relating to the tender document and the terms and conditions or technical specification, Bidders may contact to purchase@iiserkol.ac.in

A. GENERAL TERMS AND CONDITIONS:**1 The BID:**

The Bidders are requested to submit the online bid in two parts as stated below:

Part - I	Technical Bid
Part - II	Financial Bid

1.1. Technical Bid:

The Technical Bid shall contain the all-scanned copies of originals documents in PDF Format. It should contain the following statement/declaration/information duly certified by the bidders for necessary complaisance:

- Acceptance of Tender as per **Annexure- I.**
- Bidder Information Form as per **Annexure- III.**
- Compliance Statement of Specification and other requirements as per **Annexure- IV.**
- Statement of previous supply orders/Performance Statement as per **Annexure- V.**
- Self-declaration by the bidder as per **Annexure-VI** that the items offered meet the local/non-local content requirement in pursuance of public procurement preference to Make in India Order, 2017 (please tick appropriate option) wherever estimated cost of procurement is more than ₹ 50.00 Lakh.
- No Relationship Certificate as per **Annexure – VII.**
- Integrity Pact on hundred rupees non-judicial stamp paper as per **Annexure-VIII** wherever estimated cost of procurement is ₹ 1.00 Crore and above.
- Bid securing declaration as per **Annexure-IX.**
- Certificate for compliance of Rule 144 (XI) of GFR 2017 as per **Annexure-XI.**
- Turnover statement as per **Annexure –XIII.** The average annual financial turnover of ‘The bidder’ during the last three years should be at least ₹ 50 Lakh as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.
- Declaration by the Bidder /Tenderer as per **Annexure-XIV**
- The Technical bid should not contain any price information (or) anything related to Financial Bid. Any mention of commercials/prices in the technical bid and or clarification/shortfall of document sought shall lead to disqualification of the tender and shall not be considered for further evaluation process.
- Non-compliance of the above shall be treated as incomplete/ambiguous bid and the bid may be ignored /rejected without giving an opportunity for clarification/negotiation etc. to the bidder.

1.2. Financial Bid:

- The price should be quoted for Lum sum amount for each consignment inclusive all applicable taxes and charges. all applicable Taxes, Charges like loading, unloading, transportation and other related incidental charges. The bidder shall also show the amount of each item, the total of each section and the grand total of the whole tender.
- A separate financial bid with all the terms & conditions is to be uploaded in .pdf format on the letterhead of the bidder in the respective folder through GEM Portal.

2. ADDENDUM/CORIGENDUM TO TENDER:

Before the deadline for submitting bids, the Institute may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigendum and addendum. The corrigendum and addendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum/ addendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum/ addendum. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Institute may suitably extend the deadline for the bid submission, as necessary. After the Institute makes such modifications, any Bidder who has submitted its bid in response to the original invitation shall have the opportunity to either withdraw its bid or re-submit its bid superseding the original bid within the last date of bid submission.

The bidder is not supposed to incorporate the amendment in the body of the tender document.

3. EVALUATION OF BIDS:

- On or after the due date the technical bids will be opened and referred to the Technical Committee which is duly constituted by the Institute. The committee will go through the technical bids, evaluate them as per the NIT floated, addendum/Corrigendum, if any, issued, etc. The technical evaluation will be an assessment of the Technical Bid.

The Tender Committee will evaluate the Technical Bids as per **Annexure-IV** and based on submission of all mandatory required information, documents as mentioned in NIT, in order to determine whether a bid is substantially responsive to the requirements set forth in the tender OR NOT.

- Further, the Tender Committee may seek additional information/clarification, etc. (short fall of document) from the bidders if it is required so. The information received via additional information/clarification sought and the bids already received together will be evaluated as stated above.
- **Provision for feedback/ representation/comment from bidders:**

The Technical Evaluation Sheet shall be published for information and perusal of all the bidders. The bidders are instructed to check/evaluate the Technical Evaluation Sheet published carefully and in case of any feedback/ representation/comment, the bidders are requested to provide such feedback/ representation/comment point wise with all valid supporting document/information within 72 hours

from the date publishing of the Technical Evaluation Sheet/Opening of Technical Bids in a manner as stated below:

If the Tender has been floated in the GeM portal where at least one bid has been disqualified, please submit feedback/ representation/comment through GeM Portal within the specified time frame as mentioned in the GeM Bid Documents under “Time allowed for Technical Clarifications during technical evaluation”.

If the Tender has been floated in the GEM portal, the participating bidders shall be able to see the documents/bids submitted by all other bidders after opening of the technical bids. If the bidders have any feedback/ representation/comment on the bids of all the participating bidders, please send an email to purchase@iiserkol.ac.in within 72 hours from the opening of technical bids.

For all other cases, please send an email to purchase@iiserkol.ac.in within 72 hours from the date publishing of the Technical Evaluation Sheet/Opening of Technical Bids.

The feedback/ representation/comment received shall be evaluated by the Institute for necessary action, if any. Please note that merely stating that your bid complies with all the terms & condition and eligibility criteria shall not make your bid eligible for reconsideration. The decision of the Institute in this respect shall be final and binding on the bidders as applicable.

- The financial bids of the technically qualified bids shall be opened only.
- In case if a bidder fails to quote (financial) for a particular item, it may amount to non-compliance, unless otherwise specified in this Tender Document and the said financial bid may not be considered in during the evaluation of financial bids.

In case of duty-free items, the bidder should give a suitable undertaking on its letterhead mentioning the make, model, HSN Code, etc.

- In case of any unforeseen event/outcome not stated in this Tender Document, the decision of the Institute shall be final and binding on all the parties.
- **Right to Reject any or all Bids:** The Institute reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

4. OTHER TERMS & CONDITIONS:

- **BID VALIDITY:**

The quoted price shall be valid for a period of 180 days from the date of financial bid opening of the tender. The institute may issue the order within 180 days from the date of opening of financial bid i.e. within the period of bid validity.

- **COMPLETION PERIOD:**

The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date of delivery so specified or extended.

To provide timely information (pre-alert) regarding arrival of shipments from Air carriers / shipping lines and any other relevant information regarding shipments of IISER Kolkata via E-mail / Fax (Weight/ P.O. No./ No. of Packages/ Supplier etc./ Type of Cargo (perishable & dangerous goods)).

The responsibility of the selected bidder and the Institute shall also be governed by the INCOTERMS mentioned in the Purchase Order issued.

- The Selected bidder shall bear and reimburse the Institute demurrage/ wharfage or other charges, if any, paid because of delay on the selected bidder's part in forwarding Cargo Arrival Notice.

• **PERFORMANCE SECURITY:**

The selected supplier shall require to submit the performance security in the form of unencumbered non-encumbered bank guarantee (**Annexure-X**) issued by any Indian Nationalized Bank /Schedule Bank for an amount of ₹ 1 Lakh within 14 days from the date of issue of the Work Order and the Non-encumbered bank guarantee should valid for a period of sixty days beyond the date of completion of all contractual obligations of the selected bidder.

If the selected bidder, having been called upon by the Institute to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Institute at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

Any form of Performance Security as stipulated in the Rule 171 of GFR 2017 is acceptable.

In the event of a breach of contract by the selected bidder, the Institute shall invoke/en-cash the Performance Security submitted and the same shall be considered as forfeited. The decision of the Competent Authority of the Institute in this respect will be final and binding on all the stake holders. Performance Security may be refunded/released to the supplier without interest, as applicable, after it duly performs and completes the contract in all respects.

• **ERNEST MONEY DEPOSIT:**

Please sign a Bid securing declaration as per Annexure-IX as per Rule 170(iii) of GFR 2017 for necessary compliance.

• **PAYMENT:**

- The payment shall be made against the original bill supported by all the relevant documents within 30 days from the receipt of the bill. Advance payment may be processed for the payment of custom duty amounting to ₹ 2,00,000 or more. For other amount, the agency shall claim the reimbursement of Custom Duty paid on behalf of IISER Kolkata.

• **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER:**

The Institute has adopted and will comply with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and subsequent revised orders issued from time to time. Accordingly preference will be given suppliers as defined in the aforesaid order. The various categories of suppliers defined in the aforesaid order are reproduced below.

"Local Content" means the amount of value added in India which shall be value of the item procured

(excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.

- 1) **Class I local supplier** – has local content equal to more than 50%
- 2) **Class II local supplier** – has local content more than 20% but less than 50%
- 3) **Non –local supplier** –has local content less than or equal to 20%

Verification of Local Content: The Class I Local Supplier /Class II Local Supplier/Non-Local Supplier at the time of tender, bidding or solicitation shall be required to indicate the percentage of local content and provide self-certification that the items offered meets the local content requirement as the case may be as per **Annexure-VII**. The detail of the location(s) at which the local value addition is made also needs to be mentioned. In case of procurement in excess of Rs.10 crores, the suppliers shall be required to submit a certificate towards percentage of local content from the authorities as stated in the aforesaid order in the technical bid itself.

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 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

• **Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020:**

The Institute has adopted and will comply with Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). If applicable, relevant supporting document is required to be submitted in the technical bid itself.

• **FORCE MAJEURE:**

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Institute in writing of such conditions within a week from the commencement thereof with reasonable evidence. Unless otherwise directed by the Institute in writing, the selected bidder shall continue to perform its obligations under the Purchase Order issued as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

- **RESOLUTION OF DISPUTES:**

The dispute resolution mechanism to be applied pursuant shall be as follows:

In case of Dispute or difference arising between the Institute and a domestic supplier relating to any matter arising out of or connected with 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 thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Science Education and Research (IISER) Kolkata and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him/her willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

- **DISPUTES AND JURISDICTION:**

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata, West Bengal.

- **GOVERNING LANGUAGE:**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

- **TERMINATION FOR DEFAULT**

The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the Supplier fails to deliver any or all of the Goods/item within the period(s) specified in the order, or within any extension thereof granted by the Institute; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- a) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- b) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

In the event the Institute terminates the Contract in whole or in part, the Institute may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Institute for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

Financial Standing – under all conditions a) Turn-over: The average annual financial turnover of ‘The bidder’ during the last three years, ending on ‘The relevant Date,’ should be at Rs. [-----] millions¹³⁸ (or equivalent in foreign currency at exchange rate prevalent on ‘The Relevant Date’) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries. b) Net-worth: The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on ‘The Relevant Date’ and also ii) should have not eroded by more than 30% (thirty per cent) in the last three years, ending on ‘The Relevant Date’.

ACCEPTANCE OF TENDER

(On company letter head along with supporting documents, if any)

Tender Ref. No.:

To
The Director
Indian Institute of Science Education and Research Kolkata
Mohanpur- 741 246, Dist. Nadia, West Bengal

I/ We* _____ (name and designation of the bidder) on behalf of _____ (name of the organization/company) have downloaded / obtained the tender document(s) for the above mentioned 'Tender from the website(s) namely <https://gem.gov.in> I/ We* hereby certify that I/ we* have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), specification terms and condition etc.), which form part of the contract agreement and I/ we* shall abide hereby by the terms / conditions / clauses contained therein. The corrigendum(s) issued from time to time by your organization have also been taken into consideration, while submitting this acceptance letter.

I/We* hereby unconditionally accept all the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I/We* solemnly declare that we (including our affiliates or subsidiaries or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (Including our Selected bidders/ sub-selected bidders for any part of the contract):
 - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- c) I/We* certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- d) I/We* have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- e) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

“I/We* have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to selected bidders from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a) I/We* are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- b) I/We* shall not subcontract any work to a selected bidder from such countries unless such selected bidder is registered with the Competent Authority

I/We* also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal)

***Please delete suitable/As applicable.**

ANNEXURE-III

BIDDER INFORMATION FORM

(On company letter head along with supporting documents, if any)

Bidder's Name:

[Address and Contact Details]

Bidder's Reference No..... Date.....

Tender Document No.: _____; Tender Title: Goods/ Services.....

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanors in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Selected bidder particulars:

- (a) Name of the Company:.....
- (b) Corporate Identity No. (CIN):
- (c) Registration, if any, with The Institute:
- (d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- (e) Place of Registration/ Principal place of business/ manufacture
- (f) Complete Postal Address:
- (g) Pin code/ ZIP code:
- (h) Telephone nos. (with country/ area codes):
- (i) Mobile Nos.: (with country/ area codes):
- (j) Contact persons/ Designation:
- (k) Email IDs:

Company's Legal Status 1) Limited Company

(tick on appropriate option) 2) Undertaking

3) Joint Venture

4) Partnership

Company Category

5) Others

1) Micro Unit as per MSME

2) Small Unit as per MSME

3) Medium Unit as per MSME

4) Ancillary Unit

5) SSI

6) Others

2) Taxation Registrations:

PAN number:

Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual

Taxable Person, SEZ, etc.):

GSTIN number:in Consignor and Consignee States

Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:

Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

☐ We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.***3) Authorization of Person(s) signing the bid on behalf of the Bidder**

Full Name: _____

Designation: _____

Signing as: _____

☐ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,☐ A partnership firm. The person signing the bid is duly authorized being a partner to do so, under the partnership agreement or the general power of attorney,☐ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4) Bidder's Authorized Representative Information

Name:

Address:

Telephone/ Mobile numbers: Email Address:

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal)

ANNEXURE-IV

COMPLIANCE STATEMENT OF SPECIFICATION AND OTHER REQUIREMENTS**TENDER REF. NO.:**

To
 The Director
 Indian Institute of Science Education and Research Kolkata
 Mohanpur- 741 246, Dist. Nadia, West Bengal

OTHER REQUIREMENTS	COMPLIANCE/DEVIATION (YES/NO/COMMENT)
The make and model of the quoted item	
Submitted acceptance of Tender as per Annexure- I.	
Submitted Bidder's Information Form per Annexure- III.	
Submitted compliance statement of specification and other requirements as per Annexure- IV.	
Submitted statement of previous supply orders/Performance Statement as per Annexure- V.	
Submitted No Relationship Certificate as per Annexure – VII.	
Integrity Pact on hundred rupees non-judicial stamp paper as per Annexure-VIII wherever estimated cost of procurement is ₹ 1.00 Crore and above	
Submitted Bid securing declaration as per Annexure-IX.	
Submitted certificate for compliance of Rule 144 (XI) of GFR 2017 as per Annexure-XI	
Turnover statement as per Annexure –XIII	
Declaration by the Bidder /Tenderer as per Annexure-XIV	

SCOPE OF WORKS AND SPECIAL TERMS AND CONDITION**SCOPE OF WORK:**

IISER Kolkata imports various scientific instruments, equipment, reagents, chemicals, cell culture materials, spares, consumables, and other research-related items from different countries. These consignments may include perishable (dry ice-based) materials, livestock, dangerous goods, and radioactive substances.

The appointed Customs House Agent (CHA) shall be responsible for arranging customs clearance of imported consignments arriving at the Kolkata Air and Sea Ports, and, as required, providing necessary assistance for clearance from other airports or ports across India.

Occasionally, IISER Kolkata may need to re-export defective or wrongly supplied items to foreign suppliers. In such cases, the CHA will be responsible for obtaining necessary permissions from the Reserve Bank of India (RBI), arranging packing/repacking, transportation, insurance surveys, and completing all customs and related formalities to ensure smooth re-export procedures.

Further details of scope of work are given below:

OUR REQUIREMENTS	REMARKS /COMPLIANCE OF THE BIDDER
<ul style="list-style-type: none"> • Arranging insurance survey at Airport/IAAI in case of damages to the consignment and get the certificate on such damaged items to be forwarded to the Institute. • Communication and liaison with Air carriers/ shipping line agent in India. • Any other job in connection with the clearance of goods from Customs. • Clearance of Post Parcels from Customs/Foreign Post Office & delivery to IISER, Kolkata. • Arranging customs clearance/payment of duty & delivery order charges, customs examination fees (if required) etc. • Follow-up of cases (including old cases of excess payment) of recovery of any excess Customs duty paid, with the customs authorities. • To provide timely information (pre-alert) regarding arrival of shipments from Air carriers/shipping lines and any other relevant information regarding shipments of IISER Kolkata via E-mail/Fax (Weight/ P.O. No./ No. of Packages/ Supplier etc./ Type of Cargo (perishable & dangerous goods). • Clearance and Transportation of voluminous materials and heavy packages, dangerous and hazardous materials including Radioactive Materials. • Special care is to be taken by the clearing agents in handling Live Stock, hazardous/perishable goods and the cold chain / dry ice environment, if required for such perishable goods would have to be arranged by the agency. All the statutory formalities, safety precautions, rules and regulations of port and customs must be complied with. • Prompt communication through telephone, fax and Email etc. to ensure quick clearance. 	

OUR REQUIREMENTS	REMARKS /COMPLIANCE OF THE BIDDER
<ul style="list-style-type: none"> Any other service needed regarding clearance (as required). The cleared consignments will have to be delivered during office hour only as far as possible and practicable manpower/laborers required for unloading / shifting / moving of consignments will have to arrange by the agent at its own costs which will be reimbursed by the Institute after due verification and proper submission of supporting documents / bill. The agency must have the facility for storing the consignment, which could not be transported to IISER, Kolkata immediately. In case of the items has to be kept in cold storage, such facility should be provided/ arranged. Unloading and distribution of consignment(s) at the Institute will be the agent responsibility and unloading should be made in the presence and supervision of the Institute staffs. All procedural formalities for export of equipment/spares & accessories for replacement or repair purpose / warranty replacement have to be undertaken by the agency. Filling of Bill of Entry (BOE) within stipulated time in order to avoid customs penalty, demurrage and other unwanted charges for Institute's Import Shipments and deliver the same at the required destination in safe and sound condition. In case of delay is attributable to CHA, the penalty, demurrage and charges will be totally borne by the clearing agent (CHA) only. The clearing agent shall maintain close liaison with the Institute w.r.t., the processing of Bill of Entry (BoE) and any difficulty experienced by them should be brought to the notice of the Institute promptly without any delay. Any financial implication arising out of such delay should be borne by the CHA if it is attributable to CHA. The clearing agents shall be fully responsible for the finalization of BoE from the time they are filed with the customs office and to ensure the applicable duty is applied in the assessment. Further, they will also ensure that the duties on the exempted items as per Govt. rules are not levied on. Collection of all shipment documents related to Imports, Exports for warranty replacement (if any) from IISER Kolkata (Purchase Section) -Custom clearance of the consignments including all the stages of customs clearance - Obtaining Non-delivery certificate/short landing certificate in the case of materials are short delivered by IAAI, or airlines and lodging of claims with them immediately on behalf of IISER Kolkata. Any loss/damage sustained to the Institute due to any act or omission on the part of the CHA or its men will have to be made good to the Institute by the CHA if it is attributable to CHA. The clearing agent shall render all or any of the service stipulated and as directed from time to time by IISER Kolkata. If the clearing agents fails at any 	

OUR REQUIREMENTS	REMARKS /COMPLIANCE OF THE BIDDER
<p>time to render all or any of the services under the contract satisfactorily in opinion of IISER Kolkata authority (whose decision shall be final and binding on the clearing agent) they may at their option get the work done by other parties at the risk and cost of the clearing agent.</p> <ul style="list-style-type: none"> • Prompt delivery of consignment to the specified locations / end user as per purchase order of IISER Kolkata after Customs clearance. • IISER Kolkata shall not be liable to pay any amount on account of demurrage charges if it is attributable CHA. • The clearing agent should provide through email the scanned copy of BoE pertaining to every consignment (Cargo and Courier mode) to IISER Kolkata within 2 days of the clearing of the concerned consignment as this is the mandatory document to be submitted to bank as per the directives of RBI. • IISER Kolkata reserves the right to cancel the order at any stage during the tenure of the contract due to unsatisfactory performance and / or violation of any of the contract terms and conditions by giving a notice of 1 month • Urgent clearance for perishable consignments and Life Stock: In case where the consignments arrived at customs house are Life Stock or highly perishable in nature / dry ice shipments at the storage place at the airport/foreign post office, on its arrival clearing agent shall undertake the job of clearance within the day and deliver to IISER Kolkata at the earliest possible time. In-case perishable consignment is damaged on account of delay in processing or transportation, the agent will be held responsible for the damage and the loss will be recovered from the payment due • Close liaison and Co-ordination with IISER Kolkata: (i) The CHA shall maintain close liaison regularly with IISER Kolkata (ii) They shall arrange collection of clearance documents whenever telephonically informed or other mode of communication received from Institute. (iii) They shall take immediate steps for finalization of the bill of Entry from time to time and shall see that they are filed with the customs authorities. (iv)The CHA shall arrange one of its authorized representative/employees to be in contract with concerned staff of Purchase Department of Institute. The representative of CHA shall make all necessary arrangements in advance for proper handling and delivery of consignments at the destination/site for installation. • Physical Inspection of shipment packages: It is important for CHA to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and packing list etc. If at the time of physical examination of the consignment, any damage or loss of goods are noticed, the same shall be immediately brought to the notice of Institute. • Excess payment of customs duty: The CHA is required to activity follow-up cases of recovery of excess customs duty, if any, paid to customs. 	

OUR REQUIREMENTS	REMARKS /COMPLIANCE OF THE BIDDER
<ul style="list-style-type: none"> • Full customs duty exemption: The CHA should be fully conversant with the customs rule and regulation and arrange clearance those consignments have fully customs duty exemption as per customs HS code. • Delivery of consignments and arranging labour for Unloading: The CHA shall arrange delivery of the consignments at the earliest possible point of time. Delivery should be completed during working hours, as far as possible. In respect of perishable/urgent consignment (as intimated by Institute), IISER Kolkata will accept delivery beyond office hours and on all holidays with prior intimation of the competent authority. They shall arrange requisite manpower for unloading, shifting, or moving of the consignments at respective laboratories of Institute. • CHA not blacklisted by or in dispute relating to service with any organization: The CHA should not have been blacklisted by any Government organization. CHA should also not be involved in any kind of service related dispute with any client organization. An undertaking to this effect should be enclosed. Non-disclosure of such information will result in termination of this contract without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract and also recovery of the outstanding amount. • Customs query: The CHA shall address all the necessary information that may be required for answering customs queries. In case of any clarification from Institute, the queries should be communicated immediately. Terminal & storage charges and any damage of the item incurred on account of delay in communicating the queries to IISER Kolkata shall be borne by CHA. 	

SPECIAL TERMS AND CONDITION

All the bidders/Agencies must upload the following documents and the declarations (duly self-attested with stamp) along with the Technical Bid, failing which their BIDS shall be summarily rejected:

- 1) **Valid customs documentation:** Copy of Valid Registration certificate with customs for import consolidation/Custom House Agent (CHA) License, Port License, IATA and FIATA registration CHA registration must have been use for a minimum of Ten (10) years at Kolkata customs (Airport/Seaport) and should be valid as of date.
- 2) **Documents and certificate:** Copy of the PAN CARD, Goods and Service Tax (GST) Registration, Trade License Certificate and Professional Tax Certificate must be attached.
- 3) **Experience:** The CHA must have experience in its own name of successfully executing Three to Five similar contracts in the field of customs clearance relating to Hi-end scientific Equipment's/ instruments, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. in any similar Educational Research Institution & R&D organizations like IIT, CSIR Labs, ICAR, ICMR, DST, Educational Central Universities etc., during the last FIVE years. List of such educational Institutes handled during the last five years with all supporting document must be enclosed.
- 4) **Location of main & branch office:** The bidder should have its Corporate Office or branch office at Kolkata and proof of evidence in this regard must be attached.

- 5) **Annual turnover & ITR :** The bidder should have average Annual Turnover of the company not less than ₹ 50.00 Lakh in each of the last three financial years (2023-24, 2024-25 & 2025-26). Balance Sheet and Profit and Loss Account copies duly audited by registered Chartered Accountant must be attached for the above stated financial years. Copies of Income Tax Return (ITR) must be enclosed with the technical bids for the above stated financial years. In case of non-availability of the same for the FY 2025-26, the bidder may submit the above stated document for the financial year 2022-23, 2023-24 & 2024-25 with a suitable declaration regarding non submission of the same for the FY 2025-26.
- 6) **Customer compliance certificate:** A complete list of client/customer for which the service has been provided in the last five years must be attached. Copies of satisfactory completion of the contract certificates from at least three to five reputed customers in last five years must be attached along with name and contact details of the customer.
- 7) **Authentication for non-debarred or blacklisted agency:** The bidder should not have been suspended or blacklisted by any Govt. Organizations, PSUs, and Autonomous Bodies (AB's) etc. in the past. An Affidavit to this effect on Non-Judicial stamp paper of Rs. 50/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as **Annexure –VIX**. If any such matter comes to the notice of the Institute after award of contract, the Institute reserves the right to terminate the contract and legal action may be initiated including the forfeiture of PBG

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal)

ANNEXURE-V**STATEMENT ON PREVIOUS SUPPLY ORDERS/PERFORMANCE STATEMENT**

(On company letter head along with supporting documents, if any)

Tender Ref. No.:

To
 The Director
 Indian Institute of Science Education and Research Kolkata
 Mohanpur- 741 246, Dist. Nadia, West Bengal

Order issued by	Order No. & Date	Date of Contract	Period of Contract	End Date of Contract	Total value of the order	Status as on date

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

****Please attach copy of orders and installation/completion certificate showing the order value as proof. ****

NOTE: PLEASE REFRAIN FROM MASKING/HIDING THE PRICE INFORMATION FROM THE ORDER COPIES SUBMITTED.

SELF DECLARATION

(On company letter head along with supporting documents, if any)

TO

THE DIRECTOR

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA

MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

Tender Reference Number:

1. With reference to Order no P.-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier(please tick the correct category) for the items for which this tender has been floated and the bids are being submitted.

- Class I local supplier – has local content equal to more than 50%
- Class II local supplier – has local content more than 20% but less than 50%
- Non –local supplier – has local content less than or equal to 20%

☐☐☐

2. We are solely responsible for the above-mentioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may can be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

3. Detail of the location(s) at which the local value addition is made: _____

(Signature of the Authorized Person with
Organization Seal)

Note:In case of procurement value more than ₹10 crores, this certificate is to be issued by Statutory Auditor/Cost Auditor/ practicing Cost Accountant / practicing Chartered Accountant as applicable as per the aforesaid order).

1. The bidders offering the imported product will fall under the category of non-local suppliers. They can't claim themselves as class-I local suppliers/Class-II local suppliers by claiming the service such as transportation, insurance, Installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

ANNEXURE-VII

NO RELATIONSHIP CERTIFICATE

(On company letter head along with supporting documents, if any)

TO
THE DIRECTOR
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

Tender Reference Number:

1. I/We* hereby certify that I/We* am/are* related/not related (*) to any EMPLOYEE of the Institute. (If related provide the details of the employee)
2. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture security deposit and I/We* shall be liable to make goods the loss or damage resulting from such cancellation.
3. I/We* also note that, non-submission of this certificate will render my / our tender liable for rejection.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

***Please delete as appropriate**

ANNEXURE-VIII

INTEGRITY PACT

(TO BE SUBMITTED AS PART OF TECHNICAL BID ON HUNDRED RUPEES NON -JUDICIAL STAMP PAPER)

Integrity Pact for Tender Reference Number:

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202 ____ at _____, India.

BETWEEN

Procuring Organization, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s. (hereinafter called the "The Bidder/Selected bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Selected bidder(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

1. 'The principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The principal shall exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Selected bidder'

1. The 'Bidder/ Selected bidder' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Selected bidder' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a) The 'Bidder/ Selected bidder' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The 'Bidder/ Selected bidder' shall not enter with other Bidder's into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
 - c) The 'Bidder/ Selected bidder' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Selected bidder' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d) The 'Bidder/ Selected bidder' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Selected bidders of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Selected bidder. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
 - e) The 'Bidder/ Selected bidder' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f) Bidder/ Selected bidder who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The 'Bidder/ Selected bidder' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Selected bidder', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the

'Bidder/ Selected bidder' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

1. If the Principal has disqualified the 'Bidder/ Selected bidder' from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover from 'Bidder/ Selected bidder' the damages equivalent to Earnest Money Deposit/ Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the selected bidder liquidated damages of the contract value or the amount equivalent to Performance Non-encumbered bank guarantee.

Section 5 - Previous transgression

1. Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Selected bidders/ Sub-selected bidders

1. In the case of Sub-contracting, the Principal Selected bidder shall take responsibility for the adoption of the Integrity Pact by the Sub-selected bidder.
2. The principal shall enter into agreements with identical conditions as this one with all Bidders and Selected bidders.
3. The principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Selected bidder(s)/ Subselected bidder(s)

If the Principal obtains knowledge of the conduct of a Bidder, Selected bidder or Subselected bidder, or of an employee or a representative or an associate of a Bidder, Selected bidder or Subselected bidder which constitutes corruption, or if the Principal has

substantive suspicion in this regard, the principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

1. The principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Selected bidders as confidential. He/ she reports to the Head of the Procuring Organisation.
3. The Bidder(s)/ Selected bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the selected bidder. The Selected bidder shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-selected bidders.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Selected bidder(s)/ Sub-selected bidder(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and recuse himself/ herself from that case.
5. The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the selected bidder. The parties offer the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
7. The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. 9The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected bidder 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
3. If the selected bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
5. Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
7. For and on behalf of the principal

For and on behalf of IISER Kolkata

(Name of the Officer and Designation) (Office Seal)

For and on behalf of 'Bidder/ Selected bidder'

(Name of the Officer and Designation) (Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

BID-SECURING DECLARATION

(To be printed on Organization Letter Head)

TO**THE DIRECTOR****INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA****MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL****Tender Reference Number:**

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration In lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we 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.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

***Please delete as appropriate**

ANNEXURE-X

NON-ENCUMBERED BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(Ref Clause 9.4 of ITB and clause 5.8 of GCC) To the President of India, through Head of Procurement Procuring Organisation [Complete address of the Institute]

Whereas..... (name and address of the selected bidder) (hereinafter called “the selected bidder”) has undertaken, in pursuance of contract no date..... to supply (description of goods and Works/ Services) (hereinafter called “the contract”). And Whereas you have stipulated it in the said contract that the selected bidder shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And whereas we have agreed to give the selected bidder such a Non-encumbered bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the selected bidder, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the selected bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the selected bidder before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the selected bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the day of20..... Our..... branch at..... *(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Non-encumbered bank guarantee only and only if you serve upon us at our * branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

Seal, name & address of the

Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

ANNEXURE-XI

CERTIFICATE FOR COMPLIANCE OF RULE 144 (xi) Of GFR 2017
(On company letter head along with supporting documents, if any)

TO
THE DIRECTOR
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

Tender Reference Number:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (A) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- (B) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

***Please delete as appropriate**

ANNEXURE-XIII

DETAILS OF TURNOVER FOR THE LAST THREE YEARS
(To be furnished on the letterhead of the bidder)

Financial Year	Annual Turnover (INR)	Annual Turnover (in Words)	Remarks (if any)
2022-2023			
2023-2024			
2024-2025			

Total Turnover for the Last Three Financial Years: _____

Average Turnover for the Last Three Financial Years _____

Declaration:

I/We hereby declare that the above information is true and correct to the best of my/our knowledge and belief.
 If any information is found to be false at any stage, IISER Kolkata shall have the right to reject our bid.

Date: _____

Place: _____

Authorized Signatory (Signature with Seal)

Name: _____

Designation: _____

Company Name: _____

Chartered Accountant Certification (Mandatory In case the turnover is more than 2 crore)

This is to certify that the above turnover details have been verified from the audited financial statements/records of M/s _____ and found correct.

Seal & Signature of Chartered Accountant Name: _____

Membership No.: _____

UDIN: _____

**DECLARATION BY THE BIDDER /TENDERER
(TO BE SUBMITTED ON ORGANIZATION LETTER HEAD)**

- 1) We agree that we shall collect necessary documents (bro, catalogue, noc, cdec etc.) Required for clearing of consignment both from airport and seaport by deputing our representative to IISER Kolkata as and when required. Delay for the same will be on our account.
- 2) We agree to clear the consignment within stipulated time on arrival of the shipments from airport/seaport in Kolkata after receiving shipments information and documents from the institute and it will be delivered to the premises of institute. In case of perishable items, it will be delivered within minimum time with proper arrangements.
- 3) We agree to pay the appropriate amount of customs duty for all consignments at the time of clearance from airport/seaport in Kolkata. In addition, other allied customs clearance charges also and it's reimbursement within 30-45 working days (excluding courier time) against challan. We shall submit original bills along with the paid challans for reimbursement of customs duty and other clearance charges so paid within above working days.
- 4) We agree that we shall not claim any penalty and demurrage charges (if any) if paid by us at the time of clearance for the shipments if it is attributable to us. However, provided justified reasons behind any penalty and /or demurrage charges paid due to other reasons not fault of us for reimbursement of the same, otherwise demurrage and/or penalty will not be entertained by the institute.
- 5) We agree to properly monitor & clear the consignments shipped by console within demurrage free period. If the intimation and documents received in advance, we shall not claim any demurrage.
- 6) In case the cargo is received in shortage/damaged condition/short landing cargo we should require to file shortage or damaged or not found or not traceable cargo notice with airport/seaport authorities and obtain necessary certificate from the airline with the concerned authorities under intimation to Institute.
- 7) During transportation any loss/damage is the sole responsibility of clearing agent. In that case we have to provide loss/damage certificate immediately.
- 8) We agree that we shall submit the original house airway bill/ bill of lading, copy of master airway bill, customs signed invoice, and bill of entry both importer's copy and exchange control copy along with the clearing charges bill within fifteen days of clearing of the shipment.
- 9) We shall submit performance bank guarantee from any nationalized bank of Rs.1,00,000 (rupees one lakh only) valid at least 2 months beyond the contract period, if the contract is awarded in our favour.
- 10) We agree that, we will not detain/withhold any consignment of the Institute, before or after the clearance under any circumstances.
- 11) We have no objection, if institute appoint some other clearing agent during this contract for smooth working/functioning

Signature of the bidder) Name and Address (with seal)