

समुद्री सजीव संसाधन एवं पारिस्थितिकी केंद्र  
(पृथ्वी विज्ञान मंत्रालय) भारत सरकार  
CENTRE FOR MARINE LIVING RESOURCES AND ECOLOGY  
(Ministry of Earth Sciences, Govt. Of India)  
Atal Bhavan, L N G Road, Ochanthuruthu P.O.  
Puthuvypu-682508, INDIA.  
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**Advt. No. AE-20/8/2022-Admin Section-CMLRE Part(1)/(e-268)**

**TENDER FOR RATE CONTRACT FOR CHEMICALS, GLASSWARES,  
PLASTICWARES & LABWARES FOR THE YEAR 2024-25**

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**SECTION 1 – NOTICE INVITING TENDER**

**CENTRE FOR MARINE LIVING RESOURCES AND ECOLOGY  
(Ministry of Earth Sciences, Govt. Of India)  
Atal Bhavan, L N G Road, Ochanthuruthu P.O.  
Puthuvypu-682508, INDIA.  
Tel: 0484-2944008, Email: us.cmlre@gov.in**

Director, Centre for Marine Living Resources and Ecology invites sealed tenders for entering into **Rate Contract** for a period one year during 2024-25 from the Manufacturers and Authorized suppliers for supply of **LABORATORY CHEMICALS, GLASSWARES, PLASTICWARES & LABWARES:**

**Bid Publication Date** : 14.03.2024/17.00 HRS  
**Bid Submission End Date** : 15.04.2024/17.00 HRS  
**Bid Opening Date** : 16.04.2024/10.00 HRS

Bidders can download tender document from CMLRE website: [www.cmlre.gov.in](http://www.cmlre.gov.in).

Sealed Bids will be accepted in the Physical form only, either by in person through tender box kept in the Administrative block (ground floor) Room No. G1 at CMLRE, Campus or through Post/Courier. However, CMLRE will not be held responsible for any Postal/Courier delays. Proper care should be taken by bidders to deliver the bids well before the closing date and time.

The bids will be opened on **16/04/2024 at 10.00 hrs at CMLRE premises** in the presence of tenderers or their authorized representatives present, if any. The Director, CMLRE reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Sd/  
Under Secretary & HOO, CMLRE

**SECTION 2 – TENDER SUMMARY**

<b>1</b>	TENDER NO.	<b>Advt. No. AE-20/8/2022-Admin Section-CMLRE Part(1)/(e-268)</b>	
<b>2</b>	TENDER FOR RATE CONTRACT FOR CHEMICALS, GLASSWARES & LABWARES	<b>Contract Duration: One Year during 2024-25</b>	
<b>3</b>	<b>Important Dates</b>	<b>Date (DD/MM/YYYY)</b>	<b>Time IST (Hrs. Mins)</b>
	Tender Publishing date		
	Document download start date		
	Document download end date		
	Bid Submission start date		
	Bid Submission end date		
	Bid opening date		

### SECTION 3 – LIST OF BRANDS

<p style="text-align: center;"><b>CHEMICALS</b></p> <p>Hi-Media, Spectrochem, Genaxy, qARTA BIO, Cyanogen, SMO BIO, Merck, Nice, TM Media, Loba Chemie, Avantor, BD Difco, Thermo Fisher Scientific, Qualigens, Bioreagent, Reagecon, Alpha Aesar, Acros Organics, SRL, Cole Parmer, Thomas Baker, Biobusiness, Origin, Sigma Aldrich, DSS Takara, Genetic Biotech Asia, Barcode Biosciences, Cell Signalling Technologies, Minerva Biolabs, Corning, Genei, Qiagen, TCI, New England Biolabs, Oxford Nanopore, Beckman Coulter, Invitrogen, VWR Life Science, Diagenode, Integrated DNA Technologies, Quantabio, PacBio, Illumina, Favorgen Biotech, Promega, Biorad, Machery Nagel, Agilent, Imperial life Sciences, Corning Cellgrow, Growel, Skretting, Ocean Nutrition, Lucky star feeds, OSI, Quantum, Ocean treat, API</p>
<p style="text-align: center;"><b>GLASSWARES</b> (including Silicawares)</p> <p>Borosil, Vensil, Schott Duran, Brand, Riviera, Merck, Sigma, Qualigens, Thermo Fisher Scientific, Cole- Parmer, Magnum, Biobusiness, Glassco, Stein, Ventech</p>
<p style="text-align: center;"><b>PLASTICWARES</b> (Including Liquid handling products / filtration products)</p> <p>Tarsons, Eppendorf, Thermo Fisher Scientific, Hi-Media, Avantor, Axygen, Whatman, Merck, Millipore, PALL Life Sciences, Sartorius, Taurus/Laxbro, Nalgene, Axiva, Genaxy, Brooks, Nest, Nichiryo, Hoefer, Dime Acrylics, Corning, Falcon, Glassco, ABDOS, Filtros, Cole Parmer, Biobusiness, Sigma Aldrich, Genetic Biotech Aisa, Genei, Brand, VWR, Covaris</p>
<p style="text-align: center;"><b>LABWARES</b> (Including laboratory essentials/ Miscellaneous/Chromatography)</p> <p>Eppendorf, Tarsons, Merck, Nalgene-Nunc, Axygen, Hi-Media, Cole-Parmer, Brand, Millipore, Whatman, PALL Life Sciences, Agilent, Thermo Fisher Scientific, Corning, Macharey-Nagel, Genei, Cytiva, Avantor, Falcon, Glassco, ABDOS, Filtros, Sigma Aldrich, Genetic Biotech Asia, Nunc, Biobusiness, Imperial Life Science, Jain Scientific, Eheim, Hailea, Bubble magus, Hanna, Hydrobios</p>

#### **SECTION 4 – INSTRUCTIONS TO BIDDERS.**

1) Director, Centre for Marine Living Resources and Ecology (CMLRE) **invites sealed quotations in one cover system** (Techno-commercial) from the reputed bidders for supply of Chemicals, Glasswares Plasticwares and Labwares under Rate Contract for the a period of One year during 2024-25.

2) **ELIGIBILITY CRITERIA :**

- (a) The Rate Contract is for the brands stipulated in the Section 3 of the tender **ONLY**.
- (b) All Original Product Manufacturers (OPMs), Original Brands OR their Authorized Dealers/Agents are eligible to submit their offers for this tender.
- (c) OPMs should authorize their Dealers/Agents to participate in the tender.
- (d) OPM Authorization should be bid-specific. Valid Authorization letter should be on OPM Company's letter head specifying tender name and number, should be signed and stamped in original by the authorized signatory with name & contact details of the authorized signatory. General authorization will not be accepted & bid will be rejected outright.
- (e) Dealers/Agents of OPMs may quote for multiple brands by submitting Original Authorization Letter for each brand separately.
- (f) If a bidder submits bids for multiple brands, then the bids should be submitted in Separate Sealed Covers for each brand. Also, if a bidder submits bids for multiple categories under the same brand viz. chemicals, glassware, plasticware and labware, a single bid should be submitted for all categories under the same brand with same or different discounts for each category.
- (g) Bidders should submit positive audited balance-sheet for last five financial years ending March 2023.
- (h) The bidders should submit Rate Contract/Supply Orders copies of their reputed clients of last five years ending March 2023.

3) Overwriting and corrections should be attested properly. The bid should be complete in all respects and should be duly signed. **Incomplete and unsigned bids will not be considered at all.**

4) **BID VALIDITY:**

Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission stipulated in Tender Document. A bid valid for a shorter period shall be rejected as nonresponsive.

5) **CLARIFICATION ON THE TENDER DOCUMENT:**

A Bidder may seek clarification on the Tender Document from Office/ Contact Person/ as mentioned in Tender Document, provided the clarifications are raised within 10 days before the deadline for the bid submission. The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification.

6) **SIGNING OF BID:**

The individual signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder.

**7) SUBMISSION OF BIDS:**

- I. Manual Bids shall be accepted for submission. Bidder must not make any changes to the contents of the documents while submission, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
- II. Bids shall be received only in the physical/manual form and to be dropped in the tender box of Purchase Dept., CMLRE or through post/courier on or before the deadline for the bid submission. CMLRE is not responsible for the postal/courier delay.
- III. Only one copy of the bid can be submitted and Bidder shall sign all statements, documents, certificates submitted by him, owning sole and complete responsibility for their correctness/ authenticity.
- IV. Bid submitted through modalities other than those stipulated in Tender Document shall be liable to be rejected as nonresponsive.
- V. Discounts offered shall be indicated clearly in terms of percentage only. Offers with conditional discounts will be rejected. Evaluation of bids will be made on the basis of **“Highest Discount offered in terms of percentage on the Price List”**.
- VI. Price offered should be FOR-CMLRE, Kochi and should be valid for a period of one year from the date of award of the Rate Contract Order. However, the contract can be further extended for the 2<sup>nd</sup> and 3<sup>rd</sup> year on mutual agreement between the Contracting Parties. The percentage of discount initially offered by the bidder will remain the same during the extended period of contract. In the event of upward revision of the price of items in subsequent years, the payment will be processed based on the revised prices, if any. Where as, in the event of downward revision of price in subsequent years, the benefit of such revision should be passed on to the Procuring Entity.
- VII. The bidder should submit **PRINTED PRICE LISTS** of the brand quoted. The Price List of the original brand should be latest, authentic & original. The same shall be considered for bid evaluation. Bidder should also submit catalogue/Price List in electronic form i.e. Pendrive or CD along with bid document. Offers received without catalogue/Price List will not be considered. **Price Lists submitted through email will not be considered.**
- VIII. This tender is **ONLY** for Chemicals, Glasswares, Plasticwares and Labwares. Any other items included in the Price list will not be considered.
- IX. The Procuring Entity may extend the deadline for bids submission by issuing an amendment, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- X. A Committee constituted by the Director, CMLRE for the purpose will open the bids on the scheduled date & time in the presence of tenderers, if any.

**8) IMPLIED ACCEPTANCE OF PROCEDURES BY BIDDERS:**

Submission of bid in response to the Tender Document is deemed to be acceptance of the tender document its terms and conditions and tender procedures.

**9) LATE BIDS:**

The bidder shall submit his bid before the expiry of the deadline for the bid submission. Bids received after the due date will be rejected outright. CMLRE is not responsible for any postal/courier delay.

#### **10) BID OPENING**

The date & time of the opening bid is as stipulated in Tender Document. If the specified date of tender opening falls on a subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

#### **11) CLARIFICATION OF BIDS AND SHORTFALL DOCUMENTS:**

- I. During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- II. If discrepancies exist in the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as non-responsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- III. The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

#### **12) CONTACTING PROCURING ENTITY DURING THE EVALUATION:**

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

#### **13) VERIFICATION OF ORIGINAL DOCUMENTS:**

Before issuing a PO/Contract to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose copies were submitted along with the bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

#### **14) AWARD OF CONTRACT:**

- I. The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Bid-Validity period by written or electronic means. The Contract



shall state Discount of the Brand, terms & conditions of supply etc Against the awarded Contract, Supply orders will be issued as per the requirement stating items, Quantity, Rates, Delivery period etc.

- ii. The Rate Contract is a need-based requirement. The Award of Contract does not Guarantee purchase of any number of quantity during the contract period by the Procuring Entity.

**15)** The Director, CMLRE does not bind to accept the highest quotation of discount offered and reserves the right to himself, to reject or partly accept any or all the quotations received without assigning any reason whatsoever.

I/ We have read all the above Terms and Conditions and agree to it.

Company Seal and Name & Signature of the Bidder

Date :

## SECTION 5 – GENERAL TERMS & CONDITIONS.

### 1) The Procuring Entity:

Means the Director, Centre for Marine Living Resources and Ecology (CMLRE) who may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and Paying authority who shall discharge designated functions during contract execution.

### 2) Eligibility Criteria for Participation in this Tender:

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' criteria. Bidder should also meet the following eligibility criteria as on the date of bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfillment of Eligibility Criteria. The Bidder,

#### A. Must:

- a) be a legal entity, be a natural person, private entity, or public entity (State-owned enterprise or institution, a manufacturer or a dealer authorised by the Principal/OPM.
- b) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

(including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)-

- i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Centre for Marine Living Resources and Ecology or its Ministry/ Department or any other Government department from participation in their Tender Processes; and/ or
- ii) Not be 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 involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
  - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
  - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- iii) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
- iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
  - of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
  - of the near relations of executives of Procuring Entity involved in this Tender

Process.

- c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.
  - B. Must fulfil any other additional eligibility condition, if any, as may be prescribed, elsewhere in Tender Document.
  - C. Must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
- 3) DELIVERY PERIOD:** The successful bidder shall deliver the items within a period of **10 weeks** from the date of placement of orders. Extension of the specified delivery period shall be considered only under exceptional circumstances with proper justification for delay.

**4) MODE OF PAYMENT :**

Payment to the Supplier will be made within 30 days upon submission of bill in duplicate after receipt of the ordered material, inspected & approved by the CMLRE Stores. No part payment / advance will be made. (As per the Govt. of India norms, payments to the Contractors are made online through Public Financial Management System (**PFMS**). The Contractor should submit his bank & other details in the prescribed format along with the first bill.)

The contract is a fixed price contract and no cost escalation will be permissible during the 1<sup>st</sup> year of contract.

**5) SECURITY DEPOSIT (SD):**

The successful bidder will have to submit Fixed Security Deposit of Rs. 10,000/- (Separately for each successful firm for Chemicals, Glasswares, Plasticwares & Labwares) within two weeks from the date of Award of Contract. It is an interest free deposit & will be refunded to the Supplier after successful completion of the Contract. If the Supplier fails to comply with the terms and conditions of the Contract, the Security Deposit will be forfeited.

**6) Goods and Services Tax (GST)**

**6.1 GST Registration Status:**

- A. All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities. **Bidder should submit copy of GST registration and copy of the last GST return filed.**
- B. **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.
- C. **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of

CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.

**6.2 HSN Code and GST Rate:**

- A. HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.
- B. As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- C. If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.
- D. If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.
- E. Applicability to Imported Goods/ Services: Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

7) CMLRE is NOT entitled provide GST exemption however, CMLRE is **exempted from the payment of Custom Duty for certain items** as per Govt. notification 51/96.

**8) PENALTY, TERMINATION AND DEBARMENT :**

Time is the essence of the contract. The supply order should be completed within the stipulated time, otherwise amount equitant to 0.5% of the total supply order value will be deducted from the bill payment for a delay of each week as a penalty, subject to maximum of 10% of total order value. If penalty amount exceeds 10% then the contract will be terminated without any liability and security deposit will be forfeited. Also, in case, the supplied material is found not in accordance with the ordered specification and/or the approved sample or workmanship is not up to the mark or in case of any misbehavior of the Contractor then the contract will be terminated without any liability & SD will be forfeited.

The bidder will be debarred if found guilty under Prevention of Corruption Act 1988 &/or any other act as specified in the GFR of Govt. of India. Contractor shall face debarment from CMLRE/Ministry in case of supply of sub-standard material, non-supply of material, abandonment of works, sub- standard quality of works, breach of code of integrity etc.

**9) STATUTORY VARIATION:**

Any increase in the statutory taxes and duties (as specified in the price bid) subsequent to bidder's offer & during the contract period will be borne by CMLRE & will be paid to the Contractor against documentary evidence. And in case of any decrease in taxes and duties, the

advantage should be passed on to the CMLRE.

**10) CORRIGENDA/ ADDENDA TO TENDER DOCUMENT:**

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. However, the bidders' responsibility is to check the website ([www.cmlre.gov.in](http://www.cmlre.gov.in)) for any corrigenda/ addenda. 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 Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

**11) RIGHT TO REJECT ANY OR ALL BIDS:**

The Procuring Entity 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).

**12) POST TENDER CORRESPONDENCE / ENQUIRIES:**

Any correspondence or enquiry subsequent to opening of the bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of CMLRE, as otherwise the same would also amount to disqualification of the tender. However, bidder can ask their queries in writing regarding bidding conditions, bidding process prior to the bid opening and/ or rejection of its bid, reason for rejecting a tender after opening of bids.

**13) SETTLEMENT OF DISPUTES :**

The decision of the Director, CMLRE shall be final and binding for any dispute whatsoever. All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to contract work or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Director, CMLRE and the decision of the said Arbitrator shall be final and binding upon the parties.

**14) FORCE MAJEURE :**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after

such “eventuality” has come to an end or ceased to exist. In case of any dispute, the decision of Director, CMLRE, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Employer shall be at liberty to take over from the Contractor at a price to be fixed by the Employer, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the Employer may deem fit except such material, as the Contractor may, with the concurrence of the Employer, elect to retain.

#### **15) JURISDICTION:**

All questions, disputes or differences arising under out of or in connection with the Tender / Contract shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / work order / acceptance of tender is issued, is situated i.e. **Kochi, Kerala.**

#### **16) Code of Integrity in Public Procurement; Misdemeanors and Penalties.**

##### **16.1 Code of Integrity**

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- I. **“Corrupt practice”** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- II. **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
- III. **“Anti-competitive practice”** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- IV. **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- V. **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of

information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;

VI. **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

**VII. Obligations for Proactive Disclosures:**

- a) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- b) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the CENTRE FOR MARINE LIVING RESOURCES AND ECOLOGY from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

I/ We have read all the above Terms and Conditions and agree to it.

Company Seal and Name & Signature of the Bidder

Date :

**SECTION 6 - PARTICULARS OF THE TENDERER**

1. Name of the Tenderer : \_\_\_\_\_

2. Office Address : \_\_\_\_\_  
\_\_\_\_\_

*(Pl. enclose copy of Electricity Bill/ Telephone Bill etc. as a proof of establishment of address)*

3. Name of the contact person : \_\_\_\_\_

4. Telephone No. (s) : \_\_\_\_\_

5. E-mail Address : \_\_\_\_\_  
*(E-mail address provided will be used for official correspondence)*

6. Website Address : (if any) : \_\_\_\_\_

4. PAN/TAN No. of the Bidder/Firm : \_\_\_\_\_  
*(Please enclose copy)*

5. Goods and Service Tax (GST) Number : \_\_\_\_\_  
*(Please enclose copy of registration number)*

6. Have you ever been Terminated/Black Listed by any organization : YES / NO

Company Seal and Name & Signature of the Bidder

Date :



**SECTION 7 – PRICE SCHEDULE/OFFER**

CATEGORY <i>(Chemicals/Glasswares/Plasticwares/Labwares):</i>	<i>Pl. specify</i>
NAME & ADDRESS OF THE TENDERER	
FIRM TYPE	MANUFACTURER/ AUTHORISED DISTRIBUTOR: <i>Pl. specify</i>
BRAND OFFERED	
DISCOUNT OFFERED (in % only) on Price List	..... %
GST <i>(Please mention applicable GST rates)</i>	
WHETHER BID SPECIFIC AUTHORISATION FROM OPM IS ATTACHED?	

**Date :**

**(Signature of Bidder)**

**Name :**

**Designation :**

**Seal**

**SECTION 8 – FALL CLAUSE NOTICE CERTIFICATE**  
(On Company / firm's Letterhead)

**FALL CLAUSE CERTIFICATE**

**REF: NCPOR/PS/RC/2024-25 FOR RATE CONTRACT FOR THE SUPPLY OF CHEMICALS,  
GLASSWARES, PLASTICWARES AND LABWARES.**

This is to certify that we have offered the maximum possible discount to you in our  
Quotation No. \_\_\_\_\_ dated \_\_\_\_\_

I/We certify that the discount (price) offered under this Rate Contract will be highest and  
under no event, be lower than at which I/We sells the items of identical description to any  
other Govt. organization/PSU's/Autonomous bodies/Pvt. organizations during the period of  
contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our firm is more, CMLRE will have the right to recover the  
excess charged amount from the subsequent/unpaid bill amount of the supplier and take all  
necessary action against us.

Company Seal and Signature of the Bidder

Date :

**SECTION 9 – UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT**

To

The Director,  
CMLRE, Atal Bhavan,  
LNGRoad, Puthuvypu  
OchanthuruthuP.O.  
Kochi-682508

We hereby confirm and declare that We, *(name of the company/firm)* are not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency during the last 5 years.

Company Seal and Signature of the Bidder

Date: