

	<b>सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान</b> <b>CSIR – INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY</b>	
	(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् / <b>Council of Scientific &amp; Industrial Research</b>	
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**निविदा के लिए निमंत्रण / INVITATION TO TENDER**

**निविदा सं./ TENDER ENQUIRY No. - PUR/IICT/DMS/2345 & 2346/23-24**

**निविदा दस्तावेज / BID DOCUMENT**

**FOR**

**एकल निविदा आमंत्रण / SINGLE TENDER ENQUIRY**

**सामग्रियों का विवरण / ITEMS DESCRIPTION**

**“SUPPLY AND INSTALLATION OF SPARES”**

*e-Bids* under **SINGLE BID System** (Technical Bid& Financial / Price Bid together) shall be submitted through Central Public Procurement Portal(CPPP) (URL:<https://etenders.gov.in/>)\_only

सम्पर्क/ contact-

भंडार एव क्रय नियंत्रक

**Controller of Stores & Purchase**

**सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान**  
**CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY**

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Website: <http://www.iict.res.in>

Tender Enq. No.	PUR/IICT/DMS/2345 & 2346/23-24	Date	07.03.2024
Manufacturer/Supplier		Indian Office /Dealer/ Distributor	
सेवा में/To M/s. Medispec A Wing, 601, Lotus Corporate Park, Jay Coach, Off W.E. Highway, Goregaon East, Mumbai- 400063		सेवा में/To	

### **PROPRIETARY/SINGLE TENDER ENQUIRY**

सीएसआईआरटी सी आई आई-, हैदराबाद में स्थित अंतरराष्ट्रीय ख्याति प्राप्त संस्थान है /निदेशक, सीएसआईआर-आई आई सी टी, हैदराबाद नीचे दिए गए निबंधन एवं शर्तों के अनुसार निम्नलिखित सामग्रियों /सेवा की आपूर्ति में रुचि रखते हैं। कृपया ब्योरेवार दर के साथ अपनी **एकल निवदा सी पी पी पोर्टल** <https://etenders.gov.in/> **इमेल** द्वारा प्रस्तुत करें।

CSIR-IICT, Hyderabad is an internationally acclaimed research Centre of CSIR situated in Hyderabad.

Director, CSIR-IICT, Hyderabad is interested in procuring of the following materials as per the terms and conditions are given below. Kindly submit your detailed tender through the <https://etenders.gov.in/> CPP Portal / e-mail under Single Bid System.

S.NO	CAS No.	HSN CODE:	Description of the Product	Qty	Bid Type	EMD
01	103693-100	38221990	XF Palmitate OxidationS tress Test Kit	2	Single	NA
02	100840-000	38220090	Seahorse XF Calibrant Solution 500mL	2		
03	103335-100	38220090	Seahorse XF base medium, without phenol red, 500ml	2		
04	102340-100	38220090	Seahorse XFe24 FluxPak	1		

### **निबंधन एवं शर्तें/ Terms & Conditions**

- E-Bids** are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Central Public Procurement (CPP) Portal of the Government of India i.e. <https://etenders.gov.in/>. A copy of the Tender Document is also available on CSIR-IICT Website, <http://www.iictindia.org> for information. However, the submission of e-Bids will be only through the CPP e-Tender portal <https://etenders.gov.in/>. **Bids will not be accepted in any other form.**
- For participation in e-procurement all bidders (including foreign bidders) need to enrol themselves on the Central Public Procurement Portal (URL:<https://etenders.gov.in/>) which will

be free of cost. For further information, kindly refer “Bidder Manual Kit” in the said portal.

3. Only enrolled/registered bidders with the above said portal shall be allowed to participate in the e-tendering process
4. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction, it should be properly attested. If not, the quotation will not be considered. Hand written Quotations will not be considered.
5. It may kindly be noted that your **Bid** should be in **Single BID System** / ~~Two BID System~~.
6. In the event of award of Contract in your favour, you need to submit a **Performance Bank Guarantee** valid for a period of **2 Months** beyond the Warranty period of **\_12 Months**. (~~Not Applicable~~)
7. Price quoted should be **net** and valid for a minimum period of **90 days** from the date of opening of the quotation.
8. **It may be noted that Conditional / Unsigned tenders shall not be considered.**
9. The bidder must submit the applicable **Price Schedule** Form as Annexed to the **BOQ** in [etenders.gov.in](http://etenders.gov.in) / **Tender Document**.
10. Complete specifications with manufacturer’s Name and address should be given while quoting. Literature / brochures / pamphlets / technical data sheets / drawings must be enclosed with the quotation wherever applicable.
11. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
12. Currency of the Quote essentially be **Indian Rupee** only. However, **multi-currency** bidding is allowed in case of proprietary equipment procured from overseas manufacturer and spares and consumables of such proprietary equipment / spares, etc. eligible for Global Tender Enquiry (GTE) permitted in terms of Govt. of India orders No. No. F/12/17/2019/PPD dt. 29<sup>th</sup> Oct., 2020 and No. F.20/45/2020-PPD dt. 8<sup>th</sup> Jan., 2021, as amended from time to time.
13. **Delivery period** required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
14. **Liquidated Damages** The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price, at the discretion of the Competent Authority, CSIR- IICT.
15. If the deliveries/service are not maintained and due to that account the purchaser is forced to buy the material/service at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
16. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
17. **IT / GST TDS** would be recovered as per applicable rule / regulations / provisions of applicable Indian laws.
18. Kindly furnish your **Permanent Account No.(PAN) & GST Number**, etc. in your quotation for our records.
19. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender **shall not be binding** on us.
20. This Institute intends to the benefits available to bidders in terms of policies and instructions issued by the Govt. of India in pursuance of ‘Micro, Small and Medium Enterprises(MSME) Development Act, 2006’ as made applicable as on the date of issue of this tender inquiry.

A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

MSEs would be treated as owned by Scheduled Caste/Scheduled Tribe enterprises as under:

- a) In the case of proprietary MSE, the proprietor(s) shall be SC/ST.
- b) In the case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
- c) In the case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

MSEs owned by women shall also be determined as per the above analogy/criteria.

The instructions regarding MSEs, as amended from time to time as on the date of Tender Inquiry shall be made applicable.

21. All disputes related to this tender shall be settled in the competent local courts of **HYDERABAD** Jurisdiction only.

22. If bidder is Indian agent of foreign principal, the following instructions shall be complied –

- i. Bidder must **necessarily comply** with conditions of **‘Make in India’ Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India(GoI), as amended from time to time on the date of issue of tender and related instructions of the GoI. The relaxation to invite **GTE** for spares of equipment from OEM extended vide Govt. of India, Ministry of Finance OM No. F/12/17/2019/PPD dt. 29<sup>th</sup> Oct., 2020 and provisions for inviting **GTE** for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. F.20/45/2020-PPD dt. 8<sup>th</sup> Jan., 2021 shall be applicable in the relevant cases as per instructions of the Govt. of India, as amended from time to time.
- ii. Bidder shall **comply with restrictions under Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer** in terms of **Order No. P-45021/112/2020-PP(BE-II) (E-43780) dated 24.08.2020** of the Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, as amended from time to time as on the date of issue of tender.

23. The Director, CSIR- Indian Institute of Chemical Technology(IICT), Hyderabad reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons thereof.

#### **24. IMPORTANT NOTE:**

- i. KINDLY ENCLOSE COPIES OF PURCHASE ORDERS OF SAME/SIMILAR ITEMS (EVEN IF MODEL NUMBER / ACCESSORIES DIFFER) THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.

ii. IF NO SAME/SIMILAR EQUIPMENT HAS BEEN SUPPLIED TO ANY GOVERNMENT INSTITUTES/ UNIVERSITIES/CSIR INSTITUTES IN PARTICULAR DURING THE LAST 03 YEARS, PLEASE PROVIDE AN UNDERTAKING STATING 'WE CERTIFY THAT NEITHER WE NOR OUR PRINCIPALS (WHEREVER APPLICABLE) HAS SOLD SAME / SIMILAR ITEM TO ANY GOVERNMENT INSTITUTES / UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR'.

iii. **REASONABILITY OF PRICES:**

- A) PLEASE QUOTE BEST MINIMUM PRICES APPLICABLE FOR A PREMIER RESEARCH INSTITUTION, LEAVING NO SCOPE FOR ANY FURTHER NEGOTIATIONS ON PRICES.
- B) A CERTIFICATE SHOULD BE GIVEN TO THE EFFECT THAT THE QUOTED PRICES ARE THE MINIMUM AND THEY HAVE NOT QUOTED THE SAME ITEM ON LESSER RATES THAN THOSE BEING OFFERED TO CSIR-IICT TO ANY OTHER CUSTOMERS NOR THEY WILL DO SO TILL THE VALIDITY OF OFFER OR EXECUTION OF THE PURCHASE ORDER, WHICHEVER IS LATER.

25. The address for obtaining further information:

**CONTROLLER OF STORES & PURCHASE,  
CSIR-IICT, Uppal Road,  
Tarnaka, Hyderabad - 500007, India.  
Tel # : 00 91 40 2719 1241/1243/1245  
Email: [csiriictthyd@csiriict.in](mailto:csiriictthyd@csiriict.in) / [spodk@iict.res.in](mailto:spodk@iict.res.in)  
Website: [www.iictindia.org](http://www.iictindia.org)**

Sd/-  
(Dharmendra Kumar)  
Controller of Stores & Purchase Officer  
For and on behalf of CSIR

## **A. GENERAL CONDITIONS OF CONTRACT(GCC)**

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### **Special conditions of contract (SCC)**

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is: <b>Director, CSIR – Indian Institute of Chemical Technology (IICT)</b> <b>Uppal Road, Hyderabad – 500007 - Telangana, India</b>
2	GCC 2.1.1(m)	The Final Destination is: <b>CSIR – Indian Institute of Chemical Technology (IICT)</b> Uppal Road, Hyderabad, Telangana - 500007, India
3	GCC 2.13.1	The amount of the Performance Security shall be 3 % of the contract value.
4	GCC 2.15.2	The marking and documentation within and outside the packages shall be:  (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.  (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.  (c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where “x” is the total No. of packages contained in the consignment.  (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.
5	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are:  <u>For goods manufactured within India.</u>  Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registeredpost / speed post and copies thereof by FAX/Email.  (a) Two copies of Supplier’s Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;  (b) Packing list;  (c) Certificate of country of origin;  (d) Insurance certificate, if required under the contract;



		<p>(e) Railway receipt/Consignment note;</p> <p>(f) Manufacturer’s guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by purchaser’s inspector, if any; and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <p>01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>Note:</p> <p>01. The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by <b>Road</b> .

7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the <b>F.O.R Destination, IICT, Hyderabad, Telangana ,India</b> value of the contract from within “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion.
8	GCC 2.21.3	The period of validity of the Warranty shall be as specified with Technical Specifications.
9	GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  Advance payment shall normally be not made. Payments for INR items shall be made after delivery and installation.
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
	GCC 2.27.1	The maximum amount of penalty shall be 10%
11	GCC 2.34.1	The place of jurisdiction is Hyderabad, Telangana, India
12	GCC 2.35.1	For notices, the Purchaser’s address is  The Director, CSIR – Indian Institute of Chemical Technology, Uppal Hyderabad – 500 007, Telangana, India  Attention: Stores and Purchase Officer
13	GCC 2.35.1	Telephone: :+91-040 – 2719 1245 / 1243 / 1241 / 3228  Electronic mail address: <a href="mailto:csiriictyd@csiriict.in">csiriictyd@csiriict.in</a> <a href="mailto:cosp@iict.res.in">cosp@iict.res.in</a>
14	GCC 2.43.1	<b>The integrity pact is to be signed: N/A</b>
15	GCC 2.43.2	The name and contact details of the IEMs are as under:

## अन्य निबंधन एवं शर्ते/ Other Terms & Conditions

1. **Price:** Indian suppliers shall quote price on for CSIR-IICT Stores/ site basis. In case of foreign supplier, the Price shall be quoted on onsite basis. The price should also include any other charges.
2. **Delivery Schedule:** The delivery period is the essence of the services, hence, it must be indicated specifically in the quotation.
3. **Reasonability of Prices:**
  - a) Please quote **best minimum prices** applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices.
  - b) A certificate should be given to the effect that the quoted prices are the minimum and they have **not quoted** the same item on lesser rates than those being offered to CCMB to any other customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.
4. **Payment**
  - 4.1 For Indigenous supplier our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of service at our site in good condition. Please inform your Bank details for RTGS payment. In case of foreign suppliers 100% payment will be made by way of wire transfer after receipt and acceptance of service to the satisfaction of IICT User. However, in case of high value order payment by way of Letter of Credit can be considered as per request from the bidder.
  - 4.2 Bidder has to submit a **pre-receipted bill** in triplicate duly stamped along with a certificate mentioned below the details of their bank account for the purpose of payment.

***The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.***
  - 4.3 **No advance payment** shall be made for part of service under normal circumstances. CSIR-IICT reserves the right to cancel the purchase order in case part service is not effected within the reasonable period or reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract.
5. **Taxes and Duties**
  - 5.1 For items offered from outside India, the supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies as well as banking charges imposed outside India.
  - 5.2 For items/services provided within India, the supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final delivery of item to CSIR-IICT.
  - 5.3 If any tax exemptions, reductions, allowances or privileges may be available to the supplier in India, the Purchaser shall make its best efforts to enable the supplier to benefit from any such tax savings to the maximum allowable extent under applicable law.

5.4 **All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, GST TDS etc.) wherever applicable. CSIR-IICT GST No. is **36AAATC2716R2ZF**.**

5.5 It is informed that this Institute is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14<sup>th</sup> November, 2017, as amended from time to time. This registration is valid till 31.08.2021. Currently, concessional GST Exemption Certificate not issued for service component.

5.6 Indian supplier shall furnish your PAN & GST Number etc. in your quotation for our records.

## **6. Liquidated Damages (LD) Clause for LATE DELIVERY OF SERVICE:**

6.1 **Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange within the delivery period mentioned in the order, unless extended with/without penalty, to provide ordered service at the discretion of CSIR-IICT.**

6.2 **Liquidated Damages (LD) Clause for delays:** The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price, at the discretion of the Competent Authority, CSIR- IICT.

6.3 If the delivery of service is not done and due to that account the purchaser is forced to buy the service at your risk and cost from elsewhere, the loss or damage that may be sustained thereby will be recovered from the defaulting supplier/service provider.

6.4 All supplied items are subject to inspection and approval before acceptance. Service related warranty, if any, on completion of services shall be furnished along with the delivery of items, wherever applicable.

6.5 If the delay in the delivery of ordered items is attributable to the supplier exceeds agreed time period from the date of original agreed upon date of delivery and extended with/without penalty, the CSIR-Indian Institute of Chemical Technology, Hyderabad shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers. The same rate of liquidated damages shall be applicable for late delivery of service.

## **7. AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:**

In case there is involvement of an /Indian agent/representative in any form as mentioned at (b) below, an authority letter /copy of agreement from the principal manufacturer must be submitted with the quotation.

Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.

The details of all supplies/services involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per applicability. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted prices, after receipt and completion of satisfactory services.

8. **INDIAN AGENT'S COMMISSION, if any:** If you have any Agents in India, please show specifically whether the amount of commission payable to them is included or excluded in the quoted price. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. The role played by the Indian Agents in rendering assistance to your customers in service component may also be specified, if possible.
9. **GUARANTEE/WARRANTY:** Please specify whether the service will carry **warranty**, if so the period of warranty may be indicated. (**Applicable/Not-Applicable**)
10. **Country of Origin:** Please indicate Country of Origin and the country from which the Service Provider render the services, if applicable.
11. **Validity Period:** Your offer should be valid for **90 days** from the date of opening of quotations.
12. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, 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 Purchaser 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 Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier/Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 13. **Settlement of Disputes**

- 13.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 13.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a

notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the Contract.

13.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

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

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

13.4 Notwithstanding, any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Service Provider any monies due the Service Provider.

#### **14. Applicable Law**

14.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction from where the Purchase Order has been issued.

15. Conditional tender will not be accepted.

#### **16. Code of Integrity**

16.1 The bidders/suppliers should sign a declaration about abiding by the 'Code of Integrity for Public Procurement' in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

16.2 **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) **"corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

### 16.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

#### 16. 4. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) **If his bids are under consideration in any procurement:**
  - a) Forfeiture or encashment of bid security;
  - b) Calling off of any pre-contract negotiations; and
  - c) Rejection and exclusion of the bidder from the procurement process.
- ii) **If a contract has already been awarded**
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) **Provisions in addition to above:**
  - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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

#### **17. Compliance of restrictions under Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer**

17.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

17.2 "Bidder (including the terms 'tenderer', consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.



17.3 “Bidder from a country which shares a land border with India” for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

17.4 The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation----

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

17.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

17.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidders are requested to submit the prescribed Certificate as per **Annexure-G**

18. **As per Govt. of India procurement policies,**

- a. The purchaser **intends** to give **purchase preference** to **local suppliers\*** in terms of

“Make in India” Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of the Ministry of Commerce and Industry, Government of India, as amended from time to time, as on date of issue of tender.

**(Small value purchases for estimated value of less than Rs.05 Lakh.** The ceiling fixed in this regard by the Govt. of India from time to time as on date of publishing of tender shall be applicable for this purpose, even if not notified separately to bidders).

- b. There is **restriction on the eligibility of the foreign suppliers for item with estimated value upto 200 Crore**, as per instructions issued by the Govt. of India from time to time in this regard. The relaxation to invite Global Tender Enquiry (GTE) for spares of equipment from OEM extended vide Govt. of India, Ministry of Finance OM No. F/12/17/2019/PPD dt. 29<sup>th</sup> Oct., 2020 and provisions for inviting GTE for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. F.20/45/2020-PPD dt. 8<sup>th</sup> Jan., 2021 shall be applicable in the relevant cases as per instructions of the Govt. of India, as amended from time to time.
- c. The procuring entity intends to give **purchase preference** to products/goods manufactured by **Micro, Small and Medium enterprises**, as per policy of the Govt. of India, as amended from time to time.

\*“**Local supplier**” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28<sup>th</sup> May, 2018 or by the competent Ministries/Departments in pursuance of this order, as amended from time to time Please also refer to Govt. of India(GOI), Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE- II) dt. 16.09.2020 and other orders issued by the Govt. of India on “**Make in India**” from time to time for reference and further details.

‘**Local content**’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

‘**Class I - local supplier**’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than **50% or % as fixed by the nodal ministry (as applicable)**, as defined under the said GOI, DIIPT order dt. 16.09.2020, as amended from time to time,

**Class II - local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than **20% but less than 50% or % as fixed by the nodal ministry (as applicable)**, as defined under the said GOI, DIIPT order dt. 16.09.2020, as amended from time to time,

“**Non-local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘**Class II Local Supplier**’, as defined under the said DIIPT order dt. 16.09.2020, as amended from time to time as on date of publishing of Tender.

### **Verification of local content**

- a. a. The “Class –I local supplier”/ “Class-II local supplier” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for “Class-I local supplier” / “Class-II local Supplier”, as the case may be. They shall also give details of the

location(s) at which the local value addition is made.

- b. In case of procurement for a value in excess of Rs.10 crores, the “Class-I local suppliers” / “Class-II local suppliers” shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Decision on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

**Bidders in their own interest may please refer to aforesaid Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, Order No. P-45021/2/2017-B.E.-II dt. 16.09.2020, as amended from time to time for further details. Submission of false or misleading declaration in this regard will make bidder concerned liable for punitive action, as per applicable policy and procedures.**

Our Imports are subject to the Import Policy of Government of India (Actual User condition, Non-Industrial R&D Institutions).

Conditional Tender: Conditional tender will not be accepted and will be summarily rejected.

Director, CSIR-IICT, Hyderabad reserves the right to reject any bid without assigning any reason thereof.

The **bid** should be **addressed** to the “Director, CSIR-Indian Institute of Chemical Technology, Uppal Road, Tarnaka, Hyderabad-500007, Telangana, India”.

**[Dharmendra Kumar]**  
**Stores & Purchase Officer**  
**For and on behalf of CSIR**

**(Mandatory in case bid is submitted on behalf of OEM)**  
**Annexure–C**

**Manufacturer's Authorization Form**

*[The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the manufacturer].*

Date: *[insert date (as day, month and year) of bid submission]*

Tender No.: *[insert number from invitation for bids]*

To  
Director, Indian Institute of Chemical Technology(IICT),  
Uppal Road, Tarnaka,  
Hyderabad- 500007, India.

**WHEREAS**

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

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

Signed: *[insert signature(s) of authorised representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorised to sign this authorisation on behalf of: *[insert complete name of bidder]*

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

The technical and commercial deviations should be indicated separately.

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

**Place:**

**Date:**

**Signature and seal of the Manufacturer/Bidder**

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

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

Date

To,  
Director, CSIR-Indian Institute of Chemical Technology(IICT),  
Uppal Road, Tarnaka,  
Hyderabad- 500007, India.

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby  
certify that the price/s offered vide our Quotation No. \_\_\_\_\_ dated  
\_\_\_\_\_ is reasonable.

We further certify that the quoted prices are the minimum, and we have not quoted the same  
item/s on lesser rates than those being offered to CCMB, to any other customers.

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

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

We hereby declare that the items under our Quotation No. \_\_\_\_\_

\_\_\_\_\_ in the brand name of M/s : \_\_\_\_\_

& \_\_\_\_\_ are manufactured at \_\_\_\_\_

Hence, its contains the local content of

a) More than 50%

b) More than 20% and Less than 50%

Strike out whichever is not applicable

as defined under the Make in India policy of the Department for Promotion of industry & Internal Trade, DPIIT, Govt. of India.

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

\_\_\_\_\_

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

False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

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

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

Signature  
Company seal

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

## **IMPORTANT NOTE**

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