

निविदा के लिए निमंत्रण / INVITATION TO TENDER

निविदा सं./ TENDER ENQUIRY No. - **BDRM/IICT/R&D/001/23-24**

निविदा दस्तावेज / BID DOCUMENT FOR

सेवा / सामग्रियों का विवरण/ SERVICE/ ITEMS DESCRIPTION

“ANIMAL EFFICACY STUDIES IN COVID-19 HAMSTER MODELS”

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

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

सम्पर्क/ contact-

प्रमुख, बी. डी. आर. एम

Chair, BDRM

सी एसआईआर-भारतीय रासायनिक प्रौद्योगिकी संस्थान

CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY

उप्पल रोड, तारनाका/Uppal Road, TARNAKA,

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सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान

CSIR – INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् /

Council of Scientific & Industrial Research

उप्पल रोड, हैदराबाद / Uppal Road, Hyderabad-500 007,
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TENDER ENQUIRY No. - **BDRM/IICT/R&D/001/23-24**

Dt. **17-11-2023**

INVITATION FOR BIDS / NIT

Sir / Madam

Sub: Quotation for Supply, Installation and commissioning of “ANIMAL EFFICACY STUDIES IN COVID-19 HAMSTER MODELS”, as per the specifications – Reg.

CSIR- Indian Institute of Chemical Technology(IICT), Hyderabad, India is one of the premier constituent laboratory of Council of Scientific and Industrial Research, an autonomous body under the aegis of Department of Scientific & Industrial Research(DSIR), Government of India, New Delhi. CSIR-IICT is a science and knowledge based Research, Development and Consulting organization. It is internationally known for its excellence in scientific research in chemical sciences.

2. Director, CSIR- IICT, Hyderabad invites **ONLINE BIDS** from reputed Contract Research Organisations (CRO) , under the provisions of various policy initiatives and notifications issued by various Ministries / Department of the Govt. of India for procurement of technical services listed below:

Sl. No.	Description	Quantity	Single/ Two bid	Bid Security (EMD)
1	“ANIMAL EFFICACY STUDIES IN COVID-19 HAMSTER MODELS”, as per the specifications and details indicated under Chapter III	1 No./ Study	Two bid	NA

3. **E-Bids** are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement

Portal (CPPP) of Government of India, <http://etenders.gov.in>. Copy of the Tender document is also available on CSIR-IICT website www.iictindia.org. The submission of **e-bids** will be only through the e-tender portal [.https://etenders.gov.in](https://etenders.gov.in). Bids will not be accepted in any other form. The prospective bidders should adhere to deadlines specified in tender details screen corresponding to this tender on e-tender portal <https://etenders.gov.in>

Last Due Date for submission: 11 .12.2023 up to 1300 hrs. (IST)

Date of Opening Technical Bid: 12.12.2023 - 15:30 hrs. onward (IST)

6. This is an Open Tender Enquiry(OTE) and is open to all local bidders/CROs meeting the Tender requirements as per the Make in India(MII) order. Bidder must necessarily comply with conditions 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(GoI), as amended from time to time, as on the date of issue of tender and related instructions of the Government of India.

This tender document is published on CPP Portal(CPPP) and also on CSIR-IICT website- <https://www.iictindia.org/tenders.php> and can be downloaded from there "FREE of COST".

CORRIGENDUM, IF ANY, SHALL BE PUBLISHED ON THE PORTAL / WEBSITE ONLY AND NO SEPARATE NEWSPAPER ADVERTISEMENT OR COMMUNICATION SHALL BE ISSUED.

7. This "Invitation to bid (ITB)" is open only to all 'Class I and Class II suppliers' complying with the latest Government of India(GoI) instructions related to 'Make in India(MII)'.

9. ADDRESS FOR COMMUNICATION:

Chair, BDRM

CSIR-INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY(IICT),
UPPAL ROAD, HYDERABAD-500 007, TELANGANA, INDIA.

Phone No.040 – 2719 3992

Email: chairbdrm@iict.res.in

10. Bids will be opened **ONLINE** in CPP Portal(CPPP). If the bids cannot be opened on scheduled due date/ time due to any technical or administrative issues (holidays, office closure etc.), the same will be opened on next working day, as the case maybe.

11. Purchaser follows Govt. of India's public procurement policies:

Important Note for MSEs / Start Up India / Make In India - DPIIT Policy Bidders · Although provisions related to Government's public procurement purchase preference policy are briefly stated in the tender document under relevant clauses. Any bidder seeking exemptions / benefits / preferences under MSEs / Start Up India / Make in India / DPIIT, Ministry of Commerce and

Industry policy or any other policy / scheme of the Government of India, which is currently in force **MUST** specifically **declare** its eligibility in “**Bidder Information Form**” to avail the benefit/preference sought under the relevant policy of the Government at the time of bid submission itself while enclosing all supporting documents / certificates etc. for claiming such benefits, if so desired . The bidder must also clearly highlight the provisions of the specific policy with respect to the benefit/preference being sought by the bidder for which it meets the eligibility conditions with relevant documents in support of the same.

IF THE BIDDER FAILS TO DECLARE ITS STATUS AND/ OR FAILS TO CLAIM THE ELIGIBLE SPECIFIC POLICY BENEFIT/ PREFERENCE/ EXEMPTION ETC. AND/OR FAIL TO SUBMIT NECESSARY DOCUMENTS/ CERTIFICATES IN SUPPORT OF ITS CLAIM AT THE TIME OF BIDDING ITSELF, ITS CLAIM FOR SUCH BENEFIT SHALL NOT BE ENTERTAINED AT A LATER STAGE IN THE BIDDING PROCESS.

12. The **Director, CSIR-IICT, Hyderabad** reserves the right to **accept or reject** any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process.

The Bid prepared by the Bidder shall include the following: -

निबंधन एवं शर्तें/ Terms & Conditions

1. **E-Bids** are invited through the electronic tendering process for conducting of “**ANIMAL EFFICACY STUDIES IN COVID-19 HAMSTER MODELS**”, as per the detailed specifications mentioned under Chapter __ below. Tender Document can be downloaded ‘free of cost’ from the e-Tender portal of Central Public Procurement Portal(CPPP) 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.iict.res.in> 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.**
2. For participation in e-procurement all bidders need to enroll 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.
5. It may kindly be noted that your online **Bid** should be in **Two BID System**.
6. Price quoted should be **net** and valid for a minimum period of **90 days** from the date of opening of the quotation.
7. **It may be noted that Conditional / Unsigned tenders shall not be considered.**
8. The bidder must submit the applicable **Price Schedule Form** as annexed to the **BOQ** in etenders.gov.in / Tender Document in support of Price Bid details.
9. Complete specifications with manufacturer’s Name and address should be given while quoting. **Supporting literature / brochures / pamphlets / technical data sheets / drawings** must be enclosed with the quotation wherever applicable.
10. 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.
11. Currency of the Quote essentially be **Indian Rupee only**.
12. **Delivery period** required for supplying the service complete in all respects should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
13. **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.
14. 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.
15. Technical service to be rendered shall be subject to approval of CSIR-IICT before its final acceptance for payment. Government approved lab test certificate shall be furnished along with the supply/service , wherever applicable.
16. **IT / GST TDS** would be recovered as per applicable rule / regulations / provisions of applicable Indian laws.

17. Kindly furnish your **Permanent Account No.(PAN) & GST Number**, etc. in your quotation for our records.
18. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender **shall not be binding** on us.
19. This Institute intends to extend purchase preference policy 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.

20. **Jurisdiction** - All disputes related to this tender shall be subject to the local court of competent jurisdiction at **HYDERABAD, Telangana, India** only.
21. 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.
- 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 and Govt. of India, Ministry of Finance, Dept. of Expenditure, PP Division OM No. F-7/10/2021/PPD (1) dt. 23.02.2023 and related instruction, as amended from time to time as on the date of issue of tender.

22. This Institute is registered with Dept. of Scientific & Industrial Research (DSIR), Govt. of India and concessional Customs Duty and 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 14th November, 2017, as amended from time to time. There is no concession available in case of GST(IGST/CGST/SGST). This registration is valid till **31.08.2026**.

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 SERVICE THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.

ii REASONABILITY OF PRICES:

PLEASE QUOTE BEST MINIMUM PRICES APPLICABLE FOR A PREMIER RESEARCH INSTITUTION, LEAVING NO SCOPE FOR ANY FURTHER NEGOTIATIONS ON PRICES.

25. The address for obtaining further information:

Chair, Business Development & Research Management
CSIR-Indian Institute of Chemical Technology
(Ministry of Science & Technology, Govt. of India)
Tarnaka, Hyderabad – 500 007, Telangana, India
Email: chair.bdmr@iict.res.in
Land Line No:040-27193992

CRITICAL DATE SHEET

(Minimum period of tender 3 weeks)

क्रमांक Sl. No.	प्रक्रम / Stage	दिनांक और समय /Date & Time
1.	प्रकाशन का दिनांक और समय Publish Date & Time	17-11-2023.
2.	दस्तावेज डाउनलोड का प्रारंभ दिनांक और समय Document Download Start Date & Time	17-11-2023; 1:00PM
3.	बोली जमाकरण की प्रारंभिक दिनांक और समय Bid Submission Start Date & time	17/11/2023.- 3:00 PM
4.	बोली जमाकरण की अंतिम दिनांक और समय Bid Submission End Date & Time	11/12/2023 - 1:00PM
5.	बोली खोल जमा की दिनांक और समय Bid Opening Date & Time	12/12/2023. - 3:30 PM

* The final dates shall be as per the dates given in CPPP Portal.

Chapter II

About the organization

Indian Institute of Chemical Technology (IICT), Hyderabad, established in 1944, is a constituent National Laboratory of the Council of Scientific and Industrial Research (CSIR), New Delhi. With its expertise in chemistry and chemical technology, it provides solutions to challenges faced by Industry, Government Departments and Entrepreneurs through basic and applied research as well as process development. It is internationally recognized for its contributions to chemistry research and is an ideal place for taking ideas to commercialization through state of the art research and development.

CSIR-IICT, during its seventy-year journey, has made its mark as a dynamic, innovative and result oriented R&D organization. The clientele spans all corners of the globe. In India, CSIR-Indian Institute of Chemical Technology (CSIR-IICT) is one of the oldest National Laboratories and it is the reliable destination for chemical and biotech industries.

CSIR-IICT has pioneered in process technology of **Antiviral drugs** which are being repurposed for treatment of Covid 19 and is also working closely with Pharma industries. CSIR IICT has several projects in hand, carried out in-house or on collaborative mode, with premier academic and research institutions in the country and abroad. These projects cover wide areas of research including drug discovery and development of novel alternate routes for the synthesis of APIs.

Chapter III

Technical requirements for conducting of “ANIMAL EFFICACY STUDIES IN

COVID-19 HAMSTER MODELS”, to be rendered by the Contract Research Organization (CRO) or technical service provider proposed to be engaged in the present case as per the specifications below- One study/package

1. **Eligibility Criteria** for selection of service provider for conducting “Animal Efficacy studies” are as under :

- The Service provider should have an **Animal Biosafety Level 3 (ABSL-3) facility**.
- The Service provider should have at least **one year** of past experience in handling virus, invitro and invivo models.
- The Service provider should have **COVID-19 Hamster models** for conducting Animal efficacy studies
- The service provider should be a registered company

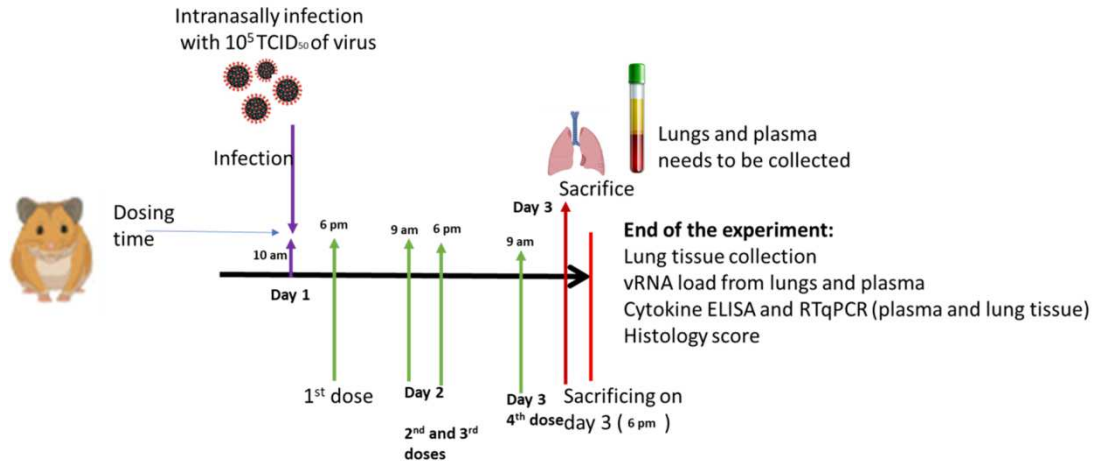
2. **Scope:** In the proposed project, CRO (authorized) will test the efficacy of antiviral drugs developed by CSIR-IICT, against SARS-CoV-2 in the hamster challenge model.

3. The specifications /technical requirements for the proposed outsourcing activity are provided below

Aim: The current study aimed to determine the synergistic effect of **Drug1** and **Drug2** (in terms of viral replication inhibition) compared to individual drugs

1. 2 separate Drugs and a combination of both
2. Dose for each drug (Administration is twice per day)
3. Therapeutic regimen
4. Animals to be used: Syrian Golden Hamsters, 6-8 weeks old, female
5. Drug administration: Oral route in suspension (Sodium CMC suspension). Total 5-time points for dosing
6. Challenge virus: USA-WA1/2020 (wuhan-like) strain
7. Virus dose and route: 10e5 PFU in 100 ul PBS, Intranasally
8. Sample collection and storage: Lung tissue on day 3
9. Data generation: Body weight, Symptom/Morbidity Clinical Score, Lung Gross Pathology, Viral RNA load in plasma and lung tissues (live virus particles in lung to be reported as PFU/lung or TCID-50/lug), Cytokine (IFNgamma, IL-6, CCL2 in lung tissues and plasma)
10. End of the experiment: Day 3

4. The scheme of the experiment:



The animal group details and data collection plan is given below.

Data/sample collection plan:

- Estimating the Viral RNA load in lungs on day 3
- Measuring the expression/levels of Inflammatory cytokines in lungs on D3 post-infection by qRT PCR and ELISA (IL6, CCL2 and IFN γ)
- Monitoring the Body weight changes
- Assessing the Lung Gross pathology & Histopathology (Clinical Score data).

Detailed Methodology: Groups of 6 hamsters will be intranasally infected with 10^5 TCID₅₀ of the virus on day 0. After 6 hrs of viral infection, treatment will be initiated and continued for three days. After 3 days (5 or 6 total doses) the following parameters will be measured using either lung tissues or plasma samples.

(A) Body weight changes every day

(B) Viral replication in the lung (lung homogenates) based on infectious titers (measured using a TCID₅₀ assay) expressed in TCID₅₀/copy of beta-actin gene (n = 6 animals/group).

(C) Plasma viral loads (measured using an RT-qPCR assay) are expressed in viral genome copies/mL of plasma.

(D) Measuring the inflammatory cytokines in lungs on D3 post-infection in lungs and plasma using ELISA (IL6 and IFN γ genes/markers).

(E) Cumulative severity score from H&E analysis as described in Gruber AD et al., 2020 (Am J Respir Cell Mol Biol. 2020;63(6):856-859. doi:10.1165/rcmb.2020-0280LE), along with a quantitative or semiquantitative scale for histopathological assessment.

5. Design of the study:

Group name	Control (G1)	Diseases Control (G2)	Drug 1 (G3)	Drug 2 (G4)	Drug combination 1 (G5)	Drug combination 2 (G6)
Doses	Saline	Vehicle control	BID	BID	BID	BID

Schedule of event:

Event no	Day	Time	Event
1	1	10 am	Infection
2	1	6 pm	1 st dose
3	2	9 am	2 nd dose
4	2	6 pm	3 rd dose
5	3	9 am	4 th dose
6	3	6pm	Sacrificing

6. Sample preparations details: To administer into animals, drug suspensions will be made using carboxymethyl cellulose suspension (0.5%). Briefly, specified amount of test drug will be added into mortar and triturated and then 0.5% CMC solution will be added drop-wise. Further suspension will be administered into animals.

Note: All preparations should be fresh (in all the time points).

7. Inspection&Tests-

Will be do neto check the efficiency and efficacy of the contractual supply, if required.

Interested parties meeting the eligibility criteria are requested to complete **Form A** appended to this document.

Form A
GENERAL INFORMATION

1. Names of the firm:

2. Legal Status of the Firm: Individual/Association/Joint Venture/Consortium
3. Registered Address, telephone, Tele-fax.
.....
.....
.....
4. Contact Person, Designation and address including email id
.....
.....
.....
.....
5. Experience in years:
.....
6. Details of any other accreditations (documents to be attached):
7. Details of major regulatory bodies inspection and audits (documents to be Attached):
8. Attach an attested photocopy of Certificate of Registration.
9. Enclose order / contract copies received to your firm

Sign & seal of the tenderer

Chapter IV

General Terms & Conditions (GCC) -

1. Code of Integrity

1.1.1 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:

- 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.
- d) Provisions in addition to the above:
 - 1) 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;
 - 2) 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;
 - 3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

1.1 Copy Right

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the service provider/ CRO herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

1.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

1.3 Standards

The technical services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the service ' country of origin and such standards shall be the latest issued by the concerned institution.

1.4 . Use of Contract Documents and Information

- 2.4.1 The service provider/ CRO shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the service provider/ CRO in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 2.4.2 The service provider/ CRO shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.4.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the service provider/ CRO's performance under the Contract if so required by the Purchaser.

1.5 Patent Indemnity

The service provider/ CRO shall, subject to the Purchaser's compliance with GCC Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract .

If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the service provider/ CRO a notice thereof, and the service provider/ CRO may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

1.6 Terms of Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the Purchase Order.

S. No	Deliverable	Payment Schedule
1	Consensus of study protocol by both parties	25 %
2	After completion of research work results and report to be submitted	50%
3	After completion of complete experimental report and submission of completion report	25 %

The service provider/ CRO's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery of service and document and upon fulfilment of other obligations stipulated in the contract.

Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the service provider/ CRO. While claiming the payment, the service provider/ CRO should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

Payment shall be made in **Indian Rupees**, as indicated in the contract.

Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, GST etc.), wherever applicable.

1.7 Duration of study and submission of report: 6 months

1.8 Change Orders and Contract Amendments

The Purchaser may at any time, by written order given to the service provider/ CRO pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Increase or decrease in the quantity required, exercise of quantity opinion clause;
- (b) Changes in schedule of deliveries and terms of delivery of service;
- (c) The changes in inspection arrangements, if any;
- (d) Changes in terms of payments and statutory levies, ;
- (e) Changes due to any other situation not anticipated;

No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations,

No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

1.9 Assignment

The service provider/ CRO shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

1.10 Subcontracts

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.

In all cases where subcontract has been done the service provider/ CRO shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider/ CRO from any liability or duties or obligation under the contract

Where ever subcontracting is applicable a certificate on the letter head of the bidder along with seal and signature of the person signing the bid must be submitted along with other necessary certificates

1.11 Extension of time.

Delivery of the service and performance of the Services shall be made by the service provider/ CRO in accordance with the time schedule specified by the Purchaser.

If at any time during performance of the Contract, the service provider/ CRO or its sub- contractor(s) should

- a) encounter conditions impeding timely delivery of the service and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider/ CRO's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the service provider/ CRO's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- b) Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the service provider/ CRO liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

1.12 Liquidated Damages

Subject to GCC Clause on Force Majeure, if the service provider/ CRO fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5% of the delivered price of the delayed service or unperformed Services or contract value in case the delivered price of the delayed service or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

1.13 Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider/ CRO, terminate the Contract in whole or part

- (a) If the service provider/ CRO fails to deliver any or all of the service within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the service provider/ CRO fails to perform any other obligation(s) under the Contract.
- (c) If the service provider/ CRO, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices, etc. as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (d) The Performance Security is to be forfeited;
- (e) The purchaser may procure, upon such terms and in such manner as it deems appropriate, service similar to those undelivered, and the service provider/ CRO shall be liable for all available actions against it in terms of the contract.
- (f) However, the service provider/ CRO shall continue to perform the contract to the extent not terminated.

1.14 Force Majeure

- a) Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the service provider/ CRO 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.

- b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the service provider/ CRO that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the service provider/ CRO. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the service provider/ CRO shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the service provider/ CRO 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.
- d) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

1.15 Termination for Insolvency

- a) The Purchaser may at any time terminate the Contract by giving written notice to the service provider/ CRO, if the service provider/ CRO becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider/ CRO, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

1.16 Termination for Convenience

- a) The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the service provider/ CRO under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within 30 days after the service provider/ CRO's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- c) To have any portion completed and delivered at the Contract terms and prices; and/or
- d) To cancel the remainder and pay to the service provider/ CRO an agreed amount for partially completed Goods and for materials and parts previously procured by the service provider/ CRO.

1.17 Settlement of Disputes

- a) 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.
- b) 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 service provider/ CRO 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 service under the Contract.
- c) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- I. If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or 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 differences shall be referred to Delhi International Arbitration Centre(DIAC), Delhi High Court, New Delhi. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

II. 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/ CRO any monies due the Supplier.

1.18 Governing Language

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

1.19 Applicable Law

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.

1.20 Notices

Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the invitation to bid.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

1.21 Taxes and Duties

For goods / services, the 'service provider/ CRO' shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production / delivery / installation / commissioning / training.

If any tax exemptions, reductions, allowances or privileges may be available to the 'service provider/ CRO' in India, the Purchaser shall make its best efforts to enable the 'service provider/ CRO' to benefit from any such tax savings to the maximum allowable extent.

All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, GST etc.) wherever applicable.

1.22 Order Acceptance

The successful bidder/ 'service provider/ CRO' should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

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

Ref. No: _____

Date _____

To,

The Director,
CSIR-IICT,
Hyderabad- 500007.

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

Blank

Blank