

## निविदा के लिए निमंत्रण / INVITATION TO TENDER

निविदा सं./ TENDER ENQUIRY No. - **BDRM/IICT/R&D/002/23-24**

निविदा दस्तावेज /BID DOCUMENT FOR

सेवा / सामग्रियों का विवरण/ SERVICE/ ITEMS DESCRIPTION

**“EMPANELMENT OF CONTRACT RESEARCH ORGANIZATIONS (CROs) FOR CONDUCTING IND  
ENABLING STUDIES” AT CSIR-IICT”**

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(Gol), as amended from time to time, as on the date of issue of tender and related instructions of the Gol.*

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,

हदराबाद/Hyderabad – 500 007

(तेलंगाना/TELANGANA), भारत/ INDIA

दूरभाष/Ph: +91-40-27193992

ईमेल /E-Mail: [chairbdrm@iict.res.in](mailto:chairbdrm@iict.res.in)

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

|  |  |   |
|--|--|---|
|  | <b>सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान</b><br><b>CSIR – INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY</b> |  |
|  | (वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् /<br><b>Council of Scientific &amp; Industrial Research</b>            |   |
|  | उप्पल रोड, हैदराबाद / <b>Uppal Road, Hyderabad-500 007,</b><br>(तेलंगाना/Telangana), भारत/India                |   |
|  | दूरभाष/Tel: +91 : -40-27193992<br>ई-मेल/Email: chairbdrm@iict.res.in   |   |

TENDER ENQUIRY No. - **BDRM/IICT/R&D/002/23-24**

Dt. 12-01-2024

**Expression of Interest (EOI) / NIT**

Sir / Madam

**Sub: “EMPANELMENT OF CONTRACT RESEARCH ORGANIZATIONS (CROs) FOR CONDUCTING IND ENABLING STUDIES” at CSIR-IICT 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 Expression of Interests (EOI) followed by **ONLINE BIDS** from reputed Contract Research Organisations (CROs) which will be subject to provisions of various policy initiatives and notifications issued by various Ministries / Department of the Govt. of India for procurement of technical services, as listed below:

| Sl. No. | Description  | Quantity       | Single/ Two bid | Bid Securing Declaration (BSD)  |
|---------|--|----------------|-----------------|---|
| 1       | “EMPANELMENT OF CONTRACT RESEARCH ORGANIZATIONS (CROs) FOR CONDUCTING IND ENABLING STUDIES” at CSIR-IICT as per the specifications and details indicated under Chapter III | Not Applicable | Single Bid      | Bid Securing Declaration (BSD) in the prescribed format to be submitted |

3. **Expression of Interest(Eoi)** followed by online **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](http://www.iictindia.org). The submission of **e-bids** will be

only through the e-tender portal <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>

4. In pursuance of aforesaid EoI a **Pre-bid conference(PBC)** will be held with interested bidders/CROs as per scheduled as mentioned below in order to invite suggestions/ changes in the eligibility criteria and requirements given in this Tender Document. All prospective bidders are requested to kindly submit their **queries/suggestions in pursuance** of this EoI addressed to **Head, BDRM, CSIR-IICT,Hyderabad-500007** to the mail Id- [chairbdrm@iict.res.in](mailto:chairbdrm@iict.res.in) so as to reach the Head, BDRM at least **two days** before scheduled PBC( i.e up to **15:00Hrs IST on 20/01/2024**)-

|                          | Date       | Time in Hours( IST) | Venue  |
|--------------------------|------------|---------------------|--|
| Pre-bid conference (PBC) | 22-01-2024 | 02.30 PM onward     | Sarojini Naidu<br>Conference hall, CSIR-IICT |

5. The bid have to be submitted only after **PBC** scheduled on **22-01-2024** and after taking a note of the **PBC minutes indicating changes agreed during discussions held in PBC**, which will be hosted in CSIR-IICT website [www.iictindia.org](http://www.iictindia.org) (under tenders column) as well as in Central Public Procurement Portal(CPPP). Bidders shall take a note of the same before submitting their online bids through CPPP.

**Start Date for submission: 25-01-2024 from 1300 hrs. (IST)**

**Last Due Date for submission: 08-02-2024 up to 1300 hrs. (IST)**

**Date of Opening Technical Bid: 09-02-2024- 1430 hrs. (IST)**

6. This is an **Open Tender Enquiry(O TE)** 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> 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:**

Head, BDRM

CSIR-INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY(IICT),

UPPAL ROAD, HYDERABAD-500 007, TELANGANA, INDIA.

दूरभाष/Tel: +91 : -40-27193992

ई-मेल/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 POLCIY 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: -

| <b>Bid Securing Declaration / Earnest Money Deposit (EMD)</b> |   |
|---|---|
| a)  | <b>BID Security: The Bid Securing Declaration Form (BSD) as per the FORM-3.</b> |

## Chapter I

### निबंधन एवं शर्तें/ Terms & Conditions

1. *E-Bids* are invited through the electronic tendering process for “**EMPANELMENT OF CONTRACT RESEARCH ORGANIZATIONS (CROs) FOR CONDUCTING IND ENABLING STUDIES**” at CSIR-IICT, Hyderabad as per the detailed specifications mentioned under **Chapter III** 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 (~~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 online 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 within a period of 21 days from the date of receipt of the Purchase order(PO). (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](https://etenders.gov.in) / Tender Document in support of Price Bid details.
10. 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.
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.**
13. **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.
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. 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.
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 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.

21. **Jurisdiction** - All disputes related to this tender shall be subject to the local court of competent jurisdiction at **HYDERABAD, Telangana, India** 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.
- 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.

23. 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 14<sup>th</sup> 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**.

24. 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.

**25. 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:

Head, 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](mailto:chair.bdmr@iict.res.in)  
Land Line No:040-27193992

**CRITICAL DATE SHEET**

| क्रमांक<br>Sl. No. | प्रक्रम / Stage   | दिनांक और समय /Date & Time  |
|--------------------|---|---|
| 1.                 | प्रकाशन का दिनांक और समय<br>Publish Date & Time                                       | 25-01-2024  |
| 2.                 | दस्तावेज डाउनलोड का प्रारंभ दिनांक और समय<br>Document Download Start Date & Time      | 25-01-2024  |
| 3.                 | संदर्भ / सवाल पूछना की अंतिम दिनांक और समय<br>Last Date & time for receipt of queries | 20/01/2024<br>15:00 Hrs, IST  |
| 4.                 | बोली पूर्व सम्मेलन, यदि हो तो<br>Pre-bid Conference, if any                           | On 22/01/2024 from 2:30 PM<br>Onwards at Sarojini Naidu<br>Conference Hall of CSIR-IICT,<br>Hyderabad |
| 5.                 | बोली जमा करण की प्रारंभिक दिनांक और समय<br>Bid Submission Start Date & time           | 25-01-2024 up to 1300 hrs. (IST)  |
| 6.                 | बोली जमा करण की अंतिम दिनांक और समय<br>Bid Submission End Date & Time                 | 08-02-2024 up to 1300<br>hrs. (IST)   |
| 7.                 | बोली खोल जात्र की दिनांक और समय<br>Bid Opening Date & Time                            | 09-02-2024- 1430 hrs. (IST)   |

\* 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 Empanelment of Contract Research Organizations (CROs) for IND enabling and GLP toxicity studies**

1. Online Bids are invited for empaneling of **NGCMA** certified Contract Research Organizations (CROs) is invited for conducting various **IND enabling and GLP toxicity studies** for the new chemical entities of CSIR-IICT. The nature of services to be provided by the **CROs** will include, but not limited to, study plan development, Animal ethics committee submissions and approvals, study initiation, data management with QA audits and analysis of results and interpretation, and submission of final project report ready for submission to the regulatory authorities.
2. **Objective of EOI-** The basic purpose of the present **EOI** followed by online bids is to **shortlist/empanel** Contract Research Organizations (CROs) having technical capabilities to undertake proposed studies/technical services for a period of three years. This will facilitate ready availability of a panel of **shortlisted CROs** enabling the Institute to avail their technical services/studies to be outsourced to these CROs by inviting bids exclusively limited to these technically qualified CROs on case to case basis, as and when required during the currency of three years of empanelment, irrespective of value.

However, the above empanelment shall not be binding on the Institute and the Institute reserves it right to follow any other mode of procurement in any specific case with the approval of the Director, CSIR-IICT.

#### **LIST OF PROPOSED STUDIES**

| <b>S. No</b> | <b>Proposed studies</b>                                  | <b>Methods</b>   |
|--------------|--|--|
| 1            | Lipophilicity, log P and log D                           | Shake-flask method   |
| 2            | Determination of pKa                                     | Titrimetric or spectrophotometric  |
| 3            | Solubility   | Kinetic and thermodynamic (UV-vis or HPLC or LC-MS/MS)                                     |
| 4            | Permeability   | Caco-2 assay (LC-MS/MS) or PAMPA (UV-vis or LC-MS/MS)                                      |
| 5            | Transporters   | Efflux transporters; Caco-2, MDCK-MDR1 or MDCK-BCRP assays (LC-MS/MS)                      |
| 6            | Blood Brain Barrier                                      | MDCK-MDR1 (LC-MS/MS) or PAMPA-BBB (UV-vis or LC-MS/MS)                                     |
| 7            | Metabolic stability using liver microsomes (3 species)   | Half-life and intrinsic clearance determination (LC-MS/MS)                                 |
| 8            | Plasma stability   | Half-life determination (LC-MS/MS)   |
| 9            | Solution stability, SGF, SIF, FaSSIF, FeSSIF, aq buffers | Percent remaining (UV-vis or LC-MS/MS for aqueous buffers; LC-MS/MS for biorelevant media) |

|                    |  |   |
|--------------------|--|---|
| 10                 | CYP inhibition assays  | IC50 determination using human liver microsomes (LC-MS/MS)      |
| 11                 | CYP Induction assays   | Induction fold using cryopreserved human hepatocytes (LC-MS/MS) |
| 12                 | hERG blocking (radio ligand)                                 | Percent inhibition using micro-beta scintillation counter       |
| 13                 | hERG blocking (patch clamp)                                  | Percent inhibition using Port-A-Patch (Patch Clamp Technique)   |
| 14                 | Pharmacokinetics, iv and oral, mouse/rat                     | Bioavailability in mouse/rat                                    |
| <b>GLP STUDIES</b> |  |   |
| 01                 | Bacterial reverse mutation                                   | OECD 471  |
| 02                 | In Vitro Mammalian Chromosomal Aberration Test               | OECD 473  |
| 03                 | Single dose toxicity study                                   | Schedule Y  |
| 04                 | 10 days DRF in rats (Non-GLP)                                | Schedule Y  |
| 05                 | 28-day repeated dose toxicity study in rat                   | Schedule Y  |
| 06                 | 28-day repeated dose toxicity study in rabbit                | Schedule Y  |
| 07                 | In vitro Skin permeability along with analysis               | OECD 428  |
| 08                 | Acute dermal irritation/corrosion study in Rabbits           | OECD 404  |
| 09                 | Skin sensitization study by GPMT in Guinea pig               | OECD 406  |
| 10                 | Bioanalytical method validation for toxicokinetic evaluation |   |

3. Eligibility Criteria for selection of **CRO** for their empanelment (please enclose relevant supporting documents, as applicable):

- The CRO should be a **NGCMA** certified **GLP** facility. The CRO should have at least **three years** working experience in conducting IND enabling and GLP toxicity studies on NCEs and/or phytopharmaceutical leads.

- The CRO should have conducted at least one study for each of the category in the enclosed list.
- The average annual turnover of the CRO during the last three financial years should be above **Rs.2.0 Crores** from services related to IND enabling and GLP toxicity and audited balance sheet and profit & loss account of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries be submitted.
- The bidder should not have incurred loss during the preceding three years and not have been declared as insolvent. The party shall attach a solvency certificate from any scheduled bank for an amount of 2.0 crores.
- **Confidentiality** of the study data should be maintained with utmost care and shall not be shared to any third party under any circumstances without specific written approval of CSIR-IICT.
- Details of the major past inspection activities by NGCMA and other Regulatory authorities for GLP activities should be mentioned. Past three-year audit reports on the GLP compliance by the CRO is mandatory.

4. The bidders should agree with the payment terms of CSIR-IICT, Hyderabad.

**Payment terms:** The payments will be made in two/three installments subject to achievement of milestone prescribed for each stage of payment depending upon short and long term studies. The first milestone payment will be released after furnishing of study plan concept subject to its approval and acceptance by CSIR-IICT user scientist.

5. The empanelment of short listed CROs/successful bidders shall be valid for a period of **three years** and bids for all requirements related to different technical studies related to tendered subject which may arise during the period shall be limited to shortlisted CROs on individual case to case basis and non-qualified/non-shortlisted bidders will not be allowed to participate the same.

Clause: Empanelment does not give any assured quantity of business. As per requirement of Institute, the Institute will be inviting bids for specific studies from the shortlisted CROs/service providers and award the technical service to the lowest CRO. However, the Institute reserves it right to explore any alternative mode of procurement of these services, as and when required.

6. CSIR-IICT, may, at its discretion, extend this timeline for submission of bids against said EO and same will be Published in CPPP and CSIR-IICT website. Potential bidders/CROs shall take a note of the same and follow it accordingly.

7. TENDER will be opened online and list of technically qualified bidder will be notified after evaluation after communicating reasons of disqualification to the unsuccessful bidders. The Institute reserves its right to seek clarifications in pursuance of bids received by specifying the timeline and if any bidder fails to respond to the same, bids shall be rejected without further evaluation.

8. In the event of the date specified for bid receipt and opening being declared as a closed holiday for CSIR-IICT, opening of TENDER will be take up on subsequent working day.
9. Evaluation: The evaluation of bids received will be carried out by a Technical Committee constituted by the Competent Authority, CSIR-IICT. CSIR-IICT may decide not to continue with the empanelment and cancel the notice of inviting TENDER either full or in part at its discretion. The Committee shall check the documents/credentials attached to the tender as asked for in the qualification requirement. Further, in order to ascertain bidder's technical suitability, the Committee may ask the parties to come for a discussion/ presentation, if required. All the bidders who meet prescribed requirements of the tender shall only be shortlisted as successful CRO eligible for empanelment.
10. Director, CSIR-IICT reserves the right to accept or reject any bid in whole or in part, or to reject the TENDER without assigning any reasons thereof. At any stage CSIR-IICT may decide not to continue with the proposed empanelment and cancel the notice of inviting TENDER either full or in part at its discretion.
11. **Arbitration:** Any dispute arising out of this Agreement, the same shall be referred to the arbitration of 3 (three) arbitrators, one to be appointed by each party to the dispute, and the third and presiding arbitrator shall be nominated by the said two arbitrators before entering into any reference. The decision of the majority of arbitrators shall be final and binding on both parties. The venue of arbitration shall be at Hyderabad and the arbitration proceedings shall take place under the provisions Indian Arbitration and Conciliation Act, 1996.
12. Participating bidders shall accept the terms and conditions of this tender unconditionally.

## 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.

#### **2.4 Copy Right**

2.4.1 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.

#### **2.5 Application**

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

#### **2.6 Standards**

2.6.1 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.

#### **2.7 Use of Contract Documents and Information**

2.7.1 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.

2.7.2 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.

2.7.3 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.

#### **2.8 Patent Indemnity**

2.8.1 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 .

- 2.8.2 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.

## **2.9 Terms of Payment**

- 2.9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the Purchase Order.
- 2.9.2 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.
- 2.9.3 **Payments:** The payments will be made in two/three installments subject to achievement of milestone prescribed for each stage of payment depending upon short and long term studies. The first milestone payment will be released after furnishing of study plan concept subject to its approval and acceptance by CSIR-IICT user scientist

- 1.22.4 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.

## **1.23 Change Orders and Contract Amendments**

- 2.23.1 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;

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

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

## **2.24 Assignment**

- 2.24.1 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.

## **2.25 Subcontracts**

- 2.25.1 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.
- 2.25.2 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
- 2.25.3 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

## **2.26 Extension of time.**

- 2.26.1 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.

- 2.26.2 If at any time during performance of the Contract, the service provider/ CRO or its sub- contractor(s) should 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.
- 2.26.3 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.

## **2.27 Liquidated Damages**

- 2.27.1 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.

## **2.28 Termination for Default**

- 2.28.1 **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.
- 2.28.2 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:
- (a) The Performance Security is to be forfeited;
  - (b) 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.
  - (c) However, the service provider/ CRO shall continue to perform the contract to the extent not terminated.

## **2.29 Force Majeure**

- 2.29.1 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.
- 2.29.2 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.
- 2.29.3 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.

- 2.29.4 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.

### **2.30 Termination for Insolvency**

- 2.30.1 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.

### **2.31 Termination for Convenience**

- 2.31.1 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.
- 2.31.2 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:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) 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.

### **2.32 Settlement of Disputes**

- 2.32.1 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.
- 2.32.2 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 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.
- 2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- (a) 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.
- 2.32.4 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/ CRO any monies due the Supplier.



### **2.33 Governing Language**

2.33.1 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.

### **2.34 Applicable Law**

2.34.1 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.

### **2.35 Notices**

2.35.1 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.

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

### **2.36 Taxes and Duties**

2.36.1 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.

2.36.2 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.

### **2.24 Order Acceptance**

2.24.1 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.

**Form A**  
**Bidder Information Form**

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

**Form B**

**DETAILS of EMPANELMENT OF CONTRACT RESEARCH ORGANIZATIONS (CROS) FOR CONDUCTING IND ENABLING STUDIES”  
IN LAST **ONE** YEAR**

| <b>S.No</b> | <b>EMPANELMENT OF CONTRACT RESEARCH ORGANIZATIONS (CROS) FOR CONDUCTING IND ENABLING STUDIES</b> | <b>Period</b> | <b>Client Name</b> | <b>Remarks</b> |
|-------------|--|---------------|--------------------|----------------|
|             |  |               |                    |                |
|             |  |               |                    |                |
|             |  |               |                    |                |
|             |  |               |                    |                |
|             |  |               |                    |                |

**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

## Bid-Securing Declaration Form

Date: \_\_\_\_\_

Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of: (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

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.*

(For details refer to OM No.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)

**Certificate for subcontracting**

(Applicable and to be provided by bidder in case of subcontracting)

I have read the tender document of tender no. \_\_\_\_\_ along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the competent Authority has been attached with the bid. I hereby certify that this bidder fulfil all requirements in this regard and is eligible to be considered.

Signature of the

bidderName of

the Signatory