



सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान
CSIR-Indian Institute of Chemical Technology
आई. एस. ओ. 9001 संगठन (विश्लेषणात्मक परिसेवा हेतु) /ISO 9001 Organization (for Analytical Services)
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद) / (Council of Scientific and Industrial Research)
तारनाका, उप्पल रोड, हैदराबाद, तेलंगाना राज्य, भारत. 500 007.
Tarnaka, Uppal Road, Hyderabad. Telangana, India. 500 007



NOTICE INVITING TENDERS

निविदा सं./ TENDER ENQUIRY No. - PUR/IICT/RC-Pheromone Traps/2024-2025

निविदा दस्तावेज / BID DOCUMENT FOR
सामग्रियों का विवरण / ITEMS DESCRIPTION

“RATE CONTRACT (RC) PROCUREMENT OF PHEROMONE TRAPS”

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-
भंडार एव क्रय नियंत्रक

Controller of Stores & Purchase
सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान
CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY
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NOTICE INVITING e-TENDERS

The Director, CSIR-Indian Institute of Chemical Technology(IICT), Tarnaka, Uppal Road, Hyderabad- 500 007, Telangana, India, is desirous of entering into an **Annual Rate Contract (ARC) for One year (extendable to the second year, if required)** and invites **online bids** from interested manufacturers, their authorized distributors/stockiest/dealers, etc.

It may be noted that the Rate Contract shall be concluded on a *fixed price basis* which would be valid during the period of the contract without any firm commitment on our part for assuring any minimum quantum of business.

The Rate Contract order will be stands for **One-year** period (**extendable to the second year, if required**), in bulk quantities will be supplied as per our requirement which is intimated to you in advance.

This Institute is inviting **Rate Contract (RC) procurement of R&D Pheromone Traps with best discounted price on L1 Basis with applicable GST for the year 2024-2025.**

Sl. No.	Description	Specifications
1	Sleeve Trap*	<i>Detailed specifications given below</i>
2	Septa (Silicon / Rubber)*	<i>Detailed specifications/design given below</i>

***The item shall comply with design/background attached herewith failing which the offer will be rejected.**

IMPORTANT TERMS & CONDITIONS:

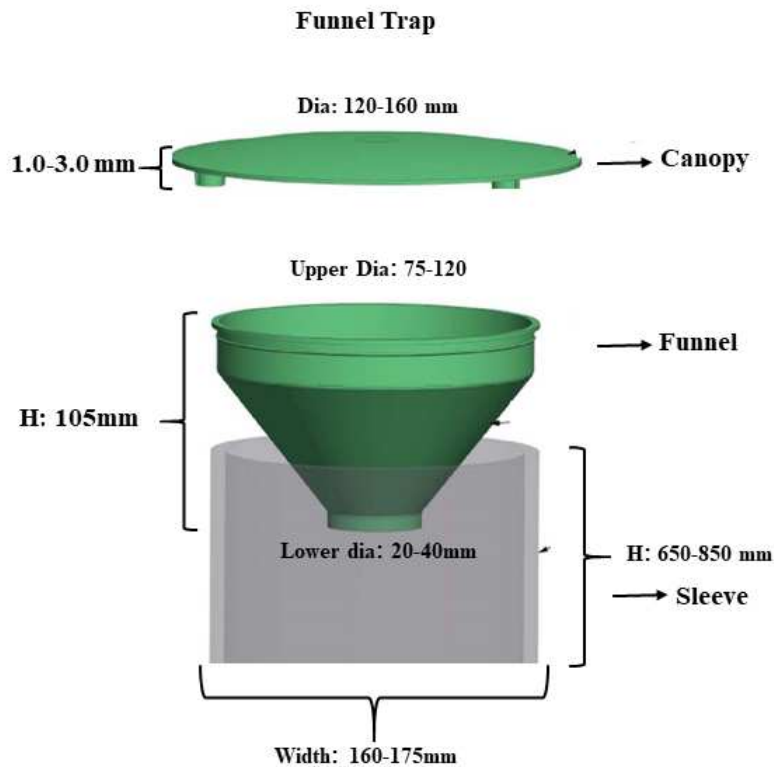
The bid has to be submitted in **Two Parts** (i.e. Part I -Technical Bid and & Part II - Price Bid).

The Technical bid will consist of all the documents as per the below mentioned clauses.

The Price Bid will consist of the prices for each category of item individually.

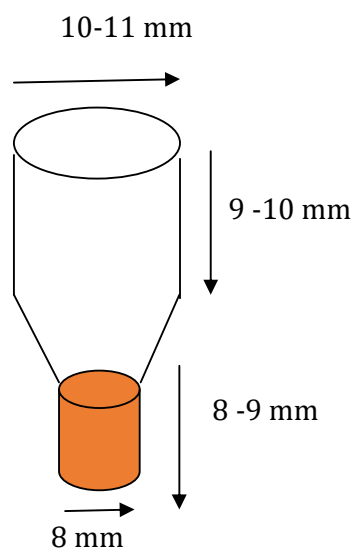
1. Specifications for Trap:

S . No.	Type of traps	Approximate quantity per year	Specifications
1	Sleeve trap Material: Virgin plastic* Colour: Green or Yellow *Re-cycled plastic not acceptable	100000# # quantity is indicative only & it may vary depending upon actual requirement	<ul style="list-style-type: none"> • Top cover/canopy: Dia :120-160 mm, thickness :1.0-3.0 mm • Bottom Funnel :H :105mm, Upper dia :75-120 mm, lower dia :20-40mm • Sleeve: H :650-850 mm width :160-175mm • Bottom Hole: 20-30mm *Trap should be assembled as single unit



2. SPECIFICATIONS FOR SEPTA

S . No.	Type of traps	Approximate quantity per year	Specifications
1	Septa (Silicon/Rubber) Colour: Red or Pink	500000# # quantity is indicative only & it may vary depending upon actual requirement	<ul style="list-style-type: none"> Upper H :9-10 mm, Bottom H: 8-9mm; Upper dia :10-11 mm, Bottom dia :8 mm



The Rate Contract will be evaluated on the basis of the lowest (L1) offered price basis for individual item. However the CSIR-IICT reserves the right to conclude one or more than one rate contract for the same item to more than one party by counter offering the lowest price at the discretion of CSIR –IICT.

1. The bids are invited from ‘**Class I/ Class II Local suppliers**’ only eligible to be considered in terms of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. No. P-45021/2/2017-PP(BE-II), DT.16.09.2020, Govt. of India O.M.No. F.1/4/2021-ppd DT.18.05.2023 and other policy instructions issued by the Govt. of India from time to time in pursuance of its Make in India (MII) policy.
 - a) **Class – I Local supplier** – whose goods offered for procurement has local content equal to or more than 50% as defined below:
 - b) **Class – II Local supplier** – whose goods offered for procurement has local content more than 20% but less than 50% as defined below:

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

The above bidders are required to provide self-certification providing details of nature of value addition and place, as per the clause 3 of the Govt. of India, Ministry of Finance Department of Expenditure, public procurement Division, O.M.No. No. P-45021/2/2017-PP(BE-II), DT.16.09.2020, as amended from time to time as on the date of issue of the tender notice.

d) **False declarations will be in breach of the Code of Integrity** under Rule 175(1)(i)(h) of the General Financial Rules 2017 **for 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.

A supplier who has been debarred by any procuring entity for violation of above cited order shall not be eligible for preference under above Order for procurement by any other procuring entity for the duration of the debarment.

'Non-local suppliers' and their authorised Indian agent/distributor are not eligible to submit the RC Proposals for products which do not comply with the requirements of Make in India (MII) policy of the Govt. of India.

- I. **Any bidder from a country which shares a land border with India will not be eligible to bid in this tender** ~~only if the Bidder is registered with the Competent Authority i.e Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.~~
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Bidder from a country which shares a land border with India "for the purpose of above order/ this tender means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country;
or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country: or

- e. An Indian (Or other) agent of such an entity or
- f. A natural Person who is a citizen of such a country; or
- g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The Beneficial owner for the purpose of (iii) above will be as under:

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

Explanation-

- a. 'Controlling ownership interest" means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company;
 - b. "Control" Shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further the following certificate has to be submitted by the bidder

"I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

Date:

(Name & Signature of bidder)

(Where applicable, evidence of valid registrations by the competent Authority shall be attached)

SPECIAL TERMS AND CONDITIONS

1. **RC bids** will be invited /accepted only from the firms who are the **original manufacturer/their duly authorised dealer based on tender specific authorisation only** of products offered under RC. Original manufacturer shall have an option to issue tender specific authorization in favour of their duly authorized Distributor/ Dealer to the effect that they have been authorised to execute the Purchase Orders to be issued in pursuance of proposed RC as per offered with applicable RC price including discount. Alternatively, original manufacturer can execute RC orders directly as well. **One Manufacturer should not provide tender specific authorisation to more than one distributor against this particular tender. Further, either the manufacturer or their duly authorised dealer shall submit their bid on their behalf. Similarly, one distributor/dealer shall not submit bid on behalf of two different manufacturers for the same item for this tender. In case of receipt of two bids for the same manufacturer directly or through authorised dealer for the same item, the bid will be rejected summarily.**

2. The bidder must furnish a declaration/undertaking to the effect that the R&D chemicals and consumables for which the rate contract bids are being submitted by them are **not made available in the GEM portal** by the manufacturer/bidder either directly or through its authorized channel partner/ distributor or otherwise as on the date of submission of the bid. In case the offered items are made available in GEM **Portal** subsequently, RC holder must intimate the purchaser the same in writing and ensure not to supply such products to this office under RC, even in case of issue of any inadvertent RC order for such products which became/made available in GeM subsequently. Failure to intimate the same shall amount to violation of the “Code of Integrity in public procurement’ due to wilful concealment of material information and the purchaser reserves the right to initiate appropriate punitive action against such deviant bidders, which may include holiday listing, debarment or black listing of such firms from doing business with any of the labs of CSIR/Govt. entity, as deemed appropriate subject to the approval of the Competent Authority for the same. **In case of such products / items offered under the RC are made available on GEM by the supplier /OEM, it will be the responsibility of the concerned RC holders to inform CSIR –IICT about the same so as to discontinue such item from the RC. Any failure to do so will be the sole responsibility of the supplier and appropriate action in this regard will be taken against such RC holder / party, as indicated above.**

3. The products offered by the bidders under the RC shall comply with requirements of ‘Make in India (MII) policy of the Govt. of India, as made applicable by the Govt. of India from time to time. Certificate/declaration in this regard need to be mandatorily furnished by the bidders in the prescribed format, as per the tender document.

4. Certificate/ declaration with regard to compliance of the ‘Land Border restrictions’ imposed by the Govt. of India need to be mandatorily furnished by the bidders in the prescribed format, as per the tender document.

5. The bidder has to accept all the terms and conditions of the tender unconditionally. Items of foreign origin can be considered in accordance with strict compliance of the MII policy and 'Land Border restrictions', as mentioned above, subject to the decision of the competent authority of this Institute.

6. The bids shall be invited through the CPP Portal (**CPPP**) under **open tender mode** where the bidder has to mention the applicable discount payable on the pricelist /NDP of the consumables offered under RC by the manufacturer along with a 'Bid Securing Declaration (**BSD**)'. CSIR-IICT reserves the right to negotiate/call for additional discount from the manufacturer/authorised distributors in addition to the quoted discount. The discount given in the BOQ format shall be supported by PDF in the same format. Any dealer discount may also be indicated, if applicable.

7. 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 that 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. In case a bidder is **eligible** to seek benefit under Purchase Preference(PP) in terms of Public Procurement Policy (PPP) Order dt. 23.03.2012 issued in pursuance of Section 11 of the MSME Development Act, 2006 and Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India(GoI) Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued in pursuance of Public Procurement (Preference to Make in India) Order,2017(PPP-MII order), as amended from time to time, then the bidder shall **categorically seek eligible benefits** against the said policies in its **BIDDER INFORMATION FORM**. Bidders in their own interest shall carefully go through these policies already available in public domain at the relevant website of the Govt. of India and categorically **specify their status** for availing the policy benefits of MSE and MII in their **Bid Form**, while enclosing documents in support of their eligibility for benefits claimed under the same. Purchaser shall not be responsible for any inadvertent error in bid evaluation process to extend the eligible benefits available under MSE and MII policies,

due to failure on part of the bidder to categorically indicate the eligible status, which shall be specifically claimed in Bidder Information Form enclosing supporting documents by the bidder concerned.

8. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., MAKE IN INDIA 2020 or PPP for MSE,-2012 will be considered), the precedence shall be in terms of purchase preference policy notified vide Govt. of India, Ministry of Finance, Dept. of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023 shall apply, as amended from time to time.

9. Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract, as per Government of India procurement policies. The purchaser intends to give purchase preference to:

- a. Make in India (as per Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India. The preference to Public Procurement (Preference to Make in India) Order 20120" shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFQ / NIT and Contract.
- b. Products / goods manufactured by Micro and Small Enterprises shall be eligible for purchase preference as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, **the bidder must be the manufacturer of the offered product in case of bid for supply of goods.** Traders are excluded from the preview of public procurement policy for Micro and Small Enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

In case a bidders are eligible to seek benefit under Purchase Preference Policy(PPP) under 'MAKE IN INDIA(MII)' policy as well as PPP for 'MSE ,2012', then the bidder should categorically seek benefits specifying benefits claimed by the bidder with reference to MAKE IN INDIA OR MSE policy in BID FORM itself. Please also refer to the Govt. of India, Ministry of Finance, Department of Expenditure **OM No. F.1/4/2021-PPD dt. 18.05.2023** for order of *inter se* purchase preference applicable in such **concurrent applicability** of MII and MSEs policy in such cases.

2) EMD: Please note that **Bid Security Declaration (B.S.D)** mandatorily required to be submitted by the bidder in the prescribed format attached to this tender document for consideration of RC offer.

3) VALIDITY OF RATE CONTRACT: The prices must be kept valid upto **One-year** period (extendable to the second year, if required) No upward changes in prices will be acceptable in any condition during the period of the rate contract. However, if there happens to be a downward revision in prices of the items concerned during the contract period, the benefit of the price reduction shall be passed on to the Institute. Force Majeure clause is accepted to us.

ii) The bid has to be valid for **90 days** from the date of opening.

4) Prices:

(i) The prices offered under RC shall be firm and remain valid for a period of **one year**/entire duration of the Rate Contract(RC) without any firm commitment on our part for assuring any minimum quantum of business or purchase order. Any downward revision of price/ marketing promotional offers during the currency of this RC shall be promptly brought to our notice and such benefits/special discounts/ promotional offers shall be extended to CSIR- IICT, in case this office decides to place any order against the same.

(ii) Vague terms like “packing forwarding transportation etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. Such tender shall be treated as incomplete and rejected.

(iii) The prices should be **field sites located in different parts of country in States like Telangana, A.P., Orissa, Maharashtra, Karnataka, Gujarat, Chhattisgarh** etc., (list is indicative only) inclusive of packing, forwarding and transportation to the site. If ex-works/go down prices are quoted, then, packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately. **GST** will be paid as per applicable rates as on date of the issue of order/supply. This office shall not be responsible to make any payment for any loss caused to supplied products due to non-adherence of prescribed norms related to supply and handling of supplied products.

iv) The Rate Contract shall be in the nature of standing tender for the specified range of products from the supplier for the contracted period. However, there shall be no guarantee of draws or purchase of any item for a minimum or specified quantity during the contract period. Mere empanelment of any bidder under RC based on offer received on L1 basis doesn't entitle any RC holder any assurance of a purchase order for any value. This office reserves its right to resort to any alternative mode of procurement as per Institute's requirement.

v) The Rate Contracted firm shall be fully responsible for any defects in any material supplied under the Rate Contract. In case after receipt, inspection and testing of material or during its usage at subsequent stage any defect/deficiency is found in the quality/purity of the supplied

material, the supplier shall have to provide replacement of the same at free of cost or he shall have to refund the amount charged towards the same.

5) REASONABILITY OF PRICES:

The material will not be supplied by the vendor less than the Rate Contract prices to any other Govt. Institution. If the same is found, the proportionate recoveries will be made.

Copies of Rate Contract with other CSIR Labs./Institutes/ Other Government / Private Research Institutions of repute, if any, to be submitted along with tender.

- i) The supplies must be conformed to the specification of our RC/supply order. If the same is found defective the same will be replaced immediately free of charges at CSIR-IICT, Stores. The manufacturer/ bidder shall ensure that the products they are offering are new, unused, genuine and from the authorized source. In case it is found that the product is spurious, the bidder shall be debarred from doing any business with CSIR-IICT or entire CSIR for a period which will be determined by the competent authority. The manufacturer/ bidder shall also undertake that they are solely responsible in case of any discrepancies noticed during supply with regard to quality, quantity, packages, leakages, short supplies, damages the same shall be replaced/replenished **'free of cost'** without demur.
- ii) The bidder should submit a certificate stating that maximum discount is being given and no other Government Organization including CSIR is being benefited more than this discount.
- iii) The Rate List of Bulk Packages/Quantity should also be attached along with the tender. Bulk discount must be mentioned with the tender.

6) PAYMENT CONDITION: Payment for supplies will be made on Bill Basis after supply and acceptance at CSIR-IICT approves site. Normally the payment should be made within 30 days after receipt of materials if found in order, in quality and in quantity. Supplies will be made promptly within the delivery schedule. For local supplies, the payment will be made only after satisfactory supply at CSIR-IICT approved site and after certification by our user expert/scientist. The GST number of the institute is **36AAATC2716R2ZF** which may be indicated on all your invoices. The **GST**(CGST/IGST/SGST) has to be paid by this office at applicable rates only.

7) LATE DELIVERY: The material must be supplied within stipulated period/validity of supply date. In case of delay in supply from the side of supplier, a penalty of 0.5% per week of order value may be charged for the delayed period subject to maximum of 10%. Beyond this the Supply Order is liable to be treated as cancelled. It may however be noted that Force Majeure clause is acceptable to us. Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the Firm. LD shall not apply in case the extension is approved by the Competent Authority.

ii) Only one bill will normally be accepted against one purchase order. If, due to urgency, material is supplied in more than one lots, it should be done only after obtaining prior approval from the competent authority.

iii) The vendor and/or the CSIR – IICT are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other normally by giving 30 (thirty) days time.

iv) **Required test certificate for the supplied item from the competent agency/manufacturer shall be furnished along with each batch of supply, as per requirement and instruction of the Institute. If supplied items fails to confirm the quality, design and specifications prescribed by the Institute, same shall be rejected and decision taken by the Institute in this regard shall be the final binding of the supplier.**

8) Conditional tender shall not be accepted.

9) Parallel Rate Contracts:

i) The CSIR – IICT reserves the right to conclude one or more than one rate contract for the same item. CSIR-IICT reserves its right to contract parallel RC on L1 price from other participating bidders or resort to any other alternative mode of procurement as per requirement of this Institute.

ii) The bidders may tender a separate discount/price for bulk purchases and also define the quantity to be treated as 'bulk'. Special tenders or end of season sales shall not be covered by the Rate Contract and hence shall be processed separately.

10) Fall Clause: If the rate contract holders reduces their price or sells or even tenders to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract, the rate contract price will be automatically reduced with effect from the date for all the subsequent supplies under the rate contract and the rate contract amended accordingly (This includes products uploaded by the bidder's authorized dealer on GeM) & other parallel rate contract holders, if any). Kindly note that the Rate Contract(RC) shall be strictly guided by the '**Fall clause**'. This means that if the Rate contract holder reduces its price or sells or even offers to sale the rate contract goods, following conditions of sales similar to those of the Rate contract to any person or organization during the currency of the RC, the RC prices will be automatically reduced with effect from that date for all the subsequent supplies under the RC and the RC for such product stands amended accordingly. Bidder/RC holder shall be responsible to indemnify this office to any financial caused to this office due to violation of "Fall clause", even if it comes to notice of this office at a later stage. RC holder firm shall ensure strict adherence to the same.

Any discrepancy in the Cat No., pack size, description of items, unit price, etc. in any order placed by this office shall be brought to the notice of this office within a period of seven days from the date of issue of such PO to issue necessary amendment accordingly. RC holder shall indemnify to this office against loss caused due to any inadvertent typographical errors and billing shall be strictly done in accordance with RC terms and conditions.

11) A PDF File of the Price List should also be Provided along with the BoQ.

12) ACCEPTANCE OF TENDER & RELAXATION OF TENDER CONDITIONS:

Normally, no condition of the tender shall be relaxed. However, the Director, CSIR – IICT may relax any of the conditions of the tender in the best interest of the Institute in exceptional cases depending upon the merits of the case. Director, CSIR-IICT reserves the right to accept or reject any or all tenders either in part or in full.

13) SETTLEMENT OF DISPUTES

i) 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

ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier 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 Goods under the Contract.

iii) 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), 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.

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

iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

v) 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 Supplier any monies due the Supplier.
- vi) All disputes are amenable to applicable Indian Laws and subject to jurisdiction of the competent court at Hyderabad, India only.

(धर्मेन्द्र कुमार /Dharmendra Kumar)
भंडार एवं क्रय नियंत्रक/Controller of Stores & Purchase

Bidder Information Form

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: *[insert date (as day, month and year) of Bid Submission]* Tender No.: *[insert number from Invitation for bids]*

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01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>

06	NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE:
07.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/faxnumbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
08	COUNTRY OF ORIGIN OF PRODUCT (S):
09	ADDRESS OF THE PLACE OF MANUFACTURE / FACTORY / PLACE WHERE LOCAL CONTENT VALUE ADDITION IS DONE BY MANUFACTURER:
10	If item is imported and is from a country sharing land border with India, then
	Registration certificate details like number, date and validity date:
11	Are you a MSE registered for the Item under procurement : if Yes, then furnish details of the certificate, date and validity along with copy of the same. Do you intend to opt for the purchase preference policies of the Government of India as applicable to MSEs in this tender? If So, write Yes
12	Do you intend to opt for the purchase preference policies of Government of India as applicable by "Make in India(MII) order/ circular? If So, write Yes
13	Are you Class I Vendor or Class II Vendor as defined by Make in India (MII) Policy of the Govt. of India. It is mandatory to attach the certificate from the OEM for Local content percentage and place of value addition.
14.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.
15.	Whether bidder intends to claim the benefit of purchase preference in under the MSEs Policy and Make in India policy of the Govt. of India with reference to point 11, 12 & 13 above. If yes , please specifically indicate your status as the bidder under one of the following category in terms of the Govt. of India, Ministry of Finance, Department of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023 –

<p>i. "MSE Class-I local supplier", or</p> <p>ii. 'MSE but non-Class-I local supplier" or</p> <p>iii. 'Non-MSE but Class-I local supplier" or</p> <p>iv. 'Non-MSE non-Class-I local supplier'</p> <p><u>(Delete or Strike out, whichever not applicable. Write "NO" if none of above four category is applicable. For claiming benefit please specify and attach supporting documents, failing which CSIR-IICT will not be responsible for inadvertent non-extension of eligible benefit).</u></p>

Signature of Bidder _____

Name _____

Business Address _____

Manufacturer's Authorization Form (MAF)

(Tender specific)

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

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

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

To: Director, CSIR-Indian Institute Of Chemical Technology (IICT), Hyderabad -500007.

WHEREAS

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

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

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

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

Title: *[insert title]*

Duly authorized to sign this authorization on behalf of: *[insert complete name of bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

The technical and commercial deviations should be indicated separately.

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

Place:

Date:

Signature and seal of the Manufacturer/Bidder

NOTE:

1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Eligibility Certificate

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased and further we hereby declare that, we meet all the eligibility criteria mentioned in the tender document and hence eligible for this Invitation of Bids/Tender No. _____ dated _____. We agree that our bid shall be rejected if anything contrary to the above is noticed at any stage while procuring the material under consideration.

Authorized Signatory

Name: _____

Designation: _____

On the letter head of the firm submitting the bid document

ANNEXURE 'IV'

Bid Form

To

The Director,
CSIR – Indian Institute of Chemical Technology(IICT),
Hyderabad- 500007.

Ref: IICT/PUR/RC/SOLVENTS/2024-25

Sir,

Having examined the bidding documents, we, the undersigned, hereby submit the priced bid for supply of goods and services in conformity with the said bidding documents.

We hereby offer to supply the Goods at the prices and rates mentioned in our price list given in the quotation.

We offer the following category of items under Rate Contract and their respective price lists have been attached. We also confirm that the price list attached is on Net Dealer Price only.

1. Name of the original Manufacturer(s) :
2. Make / Brand(s) :
3. Agreeing for liquidated damages / Penalty clause : YES / NO
4. Delivery Period:
5. Validity Period:
6. Agreeing for Payment terms: **100% on Bill basis within 30 days after satisfactory receipt of material in good condition**
7. Furnished Clients list:
8. Manufacturer/ Bidder should enclose:
 - A. GST Registration Certificate
 - B. PAN No.
 - C. Profile of the firm & Client list
9. Compliance with National/International Standards :

10. If Dealer, then authorization letter from Manufacturer.

11. Rate contract copies with other Research Institutions.

12. Bank Details for e-payment.

a) Name of the Vendor /Account holder:

b) Name of the Bank and Branch:

c) Bank Account No:

d) Type of Account:

e) Address of the Branch

13. a) Agree for free delivery at CSIR-IICT Stores - YES / NO

Discount from Manufacturer (must be stated) _____

14. Any further discount from dealer (must be stated) _____

15. Supply through (Tick either a or b)

a) Direct

b) Authorized dealer: Name _____

Address _____

Phone No. _____

e-mail _____

A. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in our price list and that we shall perform all the incidental services.

B. The prices quoted are inclusive of all charges net for Free delivery at CSIR – IICT, Hyderabad

C. We agree to abide by our offer for a period of 120 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

D. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

Certified that the bidder is :

E. A Sole proprietorship firm and the person signing the bid document is the sole proprietor / constituted attorney of sole proprietor.

(OR)

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement / by virtue of general power of attorney.

(OR)

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorised to sign the bid document.)

We do hereby undertake that, until a format notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this _____ day of _____ 2025

Signature of Bidder

Details of enclosures

Full Address :

Telephone No. :

e-mail :

COMPANY SEAL :

Bid-Securing Declaration (BSD)

Date: _____

Bid No. _____

To,
Director,
CSIR-Indian Institute of Chemical Technology(IICT),
Hyderabad - 500007

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(s) 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 reuse 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 /We is/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 authorised to sign the bid for an on behalf of: (insert complete name of the 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 _____ &
 _____ 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(MII) policy' of the Department for Promotion of Industry & Internal Trade(DPIIT), Govt of India, as amended from time to time.

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

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

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No: _____ Date _____

To,

The Director,
CSIR-IICT,
Hyderabad – 500007.

With reference to our Ref./Tender No. _____ Dated _____ and our **Quotation No.** _____ **dt.** _____, I/We hereby declare that we shall abide by the “**Code of Integrity for Public Procurement**” 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.

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

Undertaking on Non-availability of quoted product in GeM

Dt.

Ref. No: _____ Date _____

To,
The Director,
CSIR-IICT,
Hyderabad – 500007.

I/We **confirm and certify** that the product offered for Rate Contract against present tender of CSIR-IICT are not being sold by (Name of Manufacturer either directly or through any of our duly authorized dealer currently in GeM Portal of the Govt. of India. If any product of catalogue quoted in present tender is subsequently offered on GeM portal at any point of time subsequent to issue of RC order, same may be promptly brought into the notice of CSIR-IICT, Hyderabad immediately to procure the same through GeM, if so required by your Institute.

I/We undertake that we shall be liable for any punitive action in case of transgression/ contravention of said undertaking.

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Check List: Duly filled check list to be submitted along with the technical bid

SI/NO.	Requirement of Tender	Compliance	Document submitted
1	Documents regarding the eligibility criteria	Yes/No	Yes/No
2	Tender Acceptance	Yes/No	Yes/No
3	EMD/Bid Security (if applicable)	Yes/No	Yes/No
4	Bidder Information Form	Yes/No	Yes/No
5	Manufacturers Authorization Form (MAF)- Tender specific	Yes/No	Yes/No
6	Certified copy of the MAF authorisation between the principal and the agent. (MAF), if any	Yes/No	Yes/No
7	Format for declaration by the Bidder for Code of Integrity & conflict of interest	Yes/No	Yes/No
8	Certificate For Class-I or Class – II Local Supplier, in terms of Make in India policy (MII)	Yes/No	Yes/No
9	Eligibility Criteria	Yes/No	Yes/No