

निविदा सं./ TENDER ENQUIRY No.- BDRM/IICT/R&D/004/24-25

निविदा दस्तावेज /BID DOCUMENT FOR

सेवा / सामग्रियों का विवरण/ SERVICE/ ITEMS DESCRIPTION

EMPANELMENT OF CONTRACT RESEARCH ORGANIZATIONS (CROs)/CONTRACT DEVELOPMENT and MANUFACTURING ORGANIZATIONS (CDMOs) with approved GMP Facility FOR SYNTHESIZING ORGANIC MOLECULE

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

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

सम्पर्क/ contact-

प्रमुख, बी. डी. आर. एम

Chair, BDRM

सीएसआईआर-भारतीय रासायनिक प्रौद्योगिकी संस्थान

CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY

उप्पल रोड, तारनाका/Uppal Road, TARNAKA,

हैदराबाद/Hyderabad – 500 007

(तेलंगाना/TELANGANA), भारत/ INDIA

दूरभाष/Ph: +91-40-27191139

ईमेल /E-Mail: rd-outsource@csiriict.in

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

	सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान	
	CSIR – INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY	
	(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् / Council of Scientific & Industrial Research	
	उप्पल रोड, हैदराबाद / Uppal Road, Hyderabad-500 007, (तेलंगाणा/Telangana), भारत/India	
	दूरभाष/Tel: +91-40-27191139	
	ई-मेल/Email: rd-outsource@csiriict.in	

TENDER ENQUIRY No. - BDRM/IICT/R&D/004/2024-25

Dt. 26/03/2025

Expression of Interest (EOI) / NIT

Sir / Madam

Sub: “EMPANELMENT OF CONTRACT RESEARCH ORGANIZATIONS (CROs)/CONTRACT DEVELOPMENT and MANUFACTURING ORGANIZATIONS (CDMOs) with approved GMP Facility FOR SYNTHESIZING ORGANIC MOLECULE” at CSIR-IICT as per the specifications – Reg.

- 1. CSIR-Indian Institute of Chemical Technology, Hyderabad (CSIR-IICT), India**, is one of the premier constituent laboratories of the Council of Scientific and Industrial Research, an autonomous body under the aegis of the 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.
- Director, CSIR- IICT, Hyderabad invites Expression of Interest (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)/CONTRACT DEVELOPMENT and MANUFACTURING ORGANIZATIONS (CDMOs) with approved GMP Facility FOR SYNTHESIZING ORGANIC MOLECULE” at CSIR-IICT as per the specifications and details indicated under Chapter III	Not Applicable	Two 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>. A copy of the Tender document is also available on the CSIR-IICT website www.iictindia.org. The submission of **e-bids** will only be done 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 the tender details screen corresponding to this tender on the e-tender portal <https://etenders.gov.in>.

4. In pursuance of the aforesaid EoI, a Pre-bid conference (PBC) will be held with interested bidders/CROs as scheduled as mentioned below 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: rd-opensource@csiriict.in to reach the Head, BDRM at least **two days** before scheduled PBC (i.e up to **15:00Hrs IST on 07/04/2025**)

Topic	Date	Time in Hours(IST)	Venue
Pre-bid conference (PBC)	09/04/2025	16:00 hrs onwards	Sarojini Naidu Conference Hall, CSIR-IICT

5. The bid has to be submitted only after PBC is scheduled on 09/04/2025 and after taking note of the PBC minutes indicating changes agreed upon **during discussions held in PBC**, which will be hosted in CSIR-IICT website www.iictindia.org (under tenders' column) as well as in Central Public Procurement Portal (**CPPP**). Bidders shall take note of this before submitting their online bids through CPPP.

Start Date for submission: April 16, 2025, from 13:00hrs. (IST)

Last Due Date for submission: May 01, 2025, up to 17:00 hrs. (IST)

Date of Opening Technical Bid: - May 02, 2025, at 15:00 hrs. (IST)

6. This is an Open Tender Enquiry (OTE) and is open to all local bidders/CROs meeting the Tender requirements as per the Make in India (MII) order. Bidder must necessarily comply with conditions of 'Make in India' Order No. P-45021/2/2017-PP (BE-II), dated 16th September 2020 of the Ministry of Commerce and Industry, Government of India (GoI), as amended from time to time, as on the date of issue of tender and related instructions of the Government of India.

7. **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.

8. 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(040)27191139

ई-मेल/Email: rd-opensource@csiriict.in

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

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 the Government's public procurement purchase preference policy are briefly stated in the tender document under relevant clauses. Any bidder seeking exemptions/benefits/preferences under MSEs / Start Up India / Make in India / DPIIT, Ministry of Commerce and Industry policy or any other policy/scheme of the Government of India, which is currently in force **MUST** specifically **declare** its eligibility in "**Bidder Information Form**" to avail the benefit/preference sought under the relevant policy of the Government at the time of bid submission itself while enclosing all supporting documents/certificates etc. for claiming such benefits if so desired. The bidder must also clearly highlight the provisions of the specific policy with respect to the benefit/preference being sought by the bidder for which it meets the eligibility conditions with relevant documents in support of the same.

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

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

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

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

Chapter I

निबंधन एवं शर्तें/ Terms & Conditions

1. ***E-Bids*** are invited through the electronic tendering process for **“EMPANELMENT OF CONTRACT RESEARCH ORGANIZATIONS (CROs)/CONTRACT DEVELOPMENT and MANUFACTURING ORGANIZATIONS (CDMOs) with approved GMP Facility FOR SYNTHESIZING ORGANIC MOLECULE”** 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 the Central Public Procurement Portal (CPPP) of the Government of India i.e. <https://etenders.gov.in>. For information, a copy of the Tender Document is also available on the CSIR-IICT Website, <http://www.iict.res.in>. However, e-Bids will be submitted **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 Purchaser's form and 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 / Tender Document supporting 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 thereby will be recovered from the defaulting supplier.
16. Technical service to be rendered shall be subject to the approval of CSIR-IICT before its final acceptance for payment. A government-approved lab test certificate and the supply/service shall be furnished, wherever applicable.
17. **IT / GST TDS** would be recovered as per applicable rules/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 'The 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 that meet any of these tests concerning 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 held at least 51% (fifty-one per cent) shares in the unit.
- c) In the case of Private Limited Companies, at least 51% (fifty-one per cent) share shall be held by SC/ST promoters.
- d) Women-owned MSEs shall also be determined 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 a bidder is an Indian agent of a 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 the 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 tender issue.

23. This Institute is registered with the Department of Scientific & Industrial Research (DSIR), Govt. of India and concessional Customs Duty and all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017, as amended from time to time. There is no concession available in case of GST(IGST/CGST/SGST). This registration is valid till 31.08.2026.
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 THE BEST MINIMUM PRICES APPLICABLE FOR A PREMIER RESEARCH INSTITUTION, LEAVING NO SCOPE FOR ANY FURTHER NEGOTIATIONS ON PRICES.
26. 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: rd-outsource@csiriict.in
Land Line No: +91(040)27191139.

CRITICAL DATE SHEET

क्रमांक Sl. No.	प्रक्रम / Stage	दिनांक और समय /Date & Time
1.	प्रकाशन का दिनांक और समय Publish Date & Time	March 26, 2025, 18:00 hrs. (IST)
2.	दस्तावेज डाउनलोड का प्रारंभ दिनांक और समय Document Download Start Date & Time	March 26, 2025, from 18:15 hrs. (IST)
3.	संदेह / सवाल पूछने की अंतिम दिनांक और समय Last Date & time for receipt of queries	April 07, 2025, from 17:00hrs. (IST)
4.	बोलीपूर्व सम्मेलन, यदि हो तो Pre-bid Conference, if any	April 09, 2025 16:00 Hrs @ Sarojini Naidu Conference Hall
5.	बोली जमा करने की प्रारंभिक दिनांक और समय Bid Submission Start Date & time	April 16, 2025, from 09:00hrs. (IST)
6.	बोली जमा करने की अंतिम दिनांक और समय Bid Submission End Date & Time	May 01, 2025; up to 17:00 hrs. (IST)
7.	बोली खोले जाने की दिनांक और समय Bid Opening Date & Time	May 02, 2025; 15:00 hrs. (IST)

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

Chapter II

Indian Institute of Chemical Technology (IICT), Hyderabad, established in 1944, is a constituent laboratory of the Council of Scientific and Industrial Research (CSIR), New Delhi. Its expertise in chemistry and chemical technology provides solutions to challenges faced by Industry, Government Departments and Entrepreneurs through basic and applied research and 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 Eighty-one-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, the CSIR-Indian Institute of Chemical Technology (CSIR-IICT) is one of the oldest national laboratories and a reliable destination for the chemical and biotech industries.

CSIR-IICT has pioneered the process technology of Favipiravir and Remdesivir, which are being repurposed for the treatment of COVID-19, and it is also working closely with the pharmaceutical industry. CSIR IICT has several projects in hand, carried out in-house or collaboratively, with premier academic and research institutions in the country and abroad. These projects cover broad research areas, including drug discovery and developing novel alternate routes for synthesising APIs.

Chapter III

Technical requirements for “Empaneling Contract Research Organizations (CROs) and Contract Development and Manufacturing Organizations (CDMOs)”

1. Online Bids are invited for **Empaneling Contract Research Organizations (CROs) or Contract Development and Manufacturing Organizations (CDMOs)**, which are invited for the synthesis of organic molecules/heterocycles, including GMP synthesis in kilogram scale for CSIR IICT. The nature of services to be provided by the CROs/CDMOs will include, but not be limited to, document generation to meet the regulatory requirements, process optimization and scale-up.
2. Eligibility Criteria for selection of CRO:
 - The CRO should have at least three years of working experience in the synthesis of organic molecules/heterocycles, including GMP synthesis in kilogram scale for clinical studies.
 - The CRO should have a proven track record with a history of orders for GMP manufacture, which needs to be shared if required.
 - Confidentiality of the study data should be maintained with utmost care.
 - GMP Certification details should be shared.
 - Five or more molecules/APIs synthesis should have been performed in the GMP facility.
 - Past three-year audit reports on the GMP compliance by the CRO are desirable.
3. The bidders should agree with the payment terms of CSIR-IICT, Hyderabad.
4. **List of activities proposed to be carried out by CRO/CDMO for manufacturing**
 - The organic small molecule needs to be synthesized on a kilogram scale in a GMP facility with all the necessary documentation for filing to the regulatory authorities.
 - The molecule belongs to the class of sulphonamides.
 - The synthetic scheme comprises 7-10 steps.
 - The first 5-8 steps can be carried out in a normal manufacturing facility, and the final two in a GMP facility.
 - The purity of the final product should be +99% by HPLC.
 - Meeting the GMP requirements and manufacturing 3.0 Kg of the required molecule.
 - CRO should indemnify CSIR-IICT for any harm liability and causality.
 - Compilation of manufacturing documents, including analytical, process control, and purification data, should be submitted.
 - Interested parties meeting the eligibility criteria are requested to complete Form A.
 - The notice, forms and annexure mentioned in the notice are available on our website, www.iict.res.in.
 - Empanelment will be for three years.
 - CSIR IICT may, at its discretion, extend this deadline for submission of EOI by amending the Bid Documents or any other reasons, in which case all rights and obligations of the CSIR IICT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
 - Bid Submission method: Interested parties are requested to fill out all the enclosed forms and submit the bid with all the necessary supporting documents to:

Address:

Head, Business Development & Research Management

CSIR-Indian Institute of Chemical Technology

(Ministry of Science & Technology, Govt. of India)

Uppal Road, Tarnaka, Hyderabad – 500 007, Telangana, India

- In the event of the date specified for bid receipt and opening being declared as a closed holiday for CSIR IICT, the due date for submission of EOI and opening of EOI will be the following working day at the specified times as given above.
 - CSIR IICT will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt. EOI sent by Telex/Fax/Telegraph will not be accepted.
 - CSIR IICT reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for EOI without assigning any reason thereof.
 - Evaluation: The evaluation will be carried out by a Technical committee constituted by the competent authority of CSIR IICT. CSIR IICT shall reserve the right to reject the bid(s) on any grounds.
 - CSIR IICT reserves the right to accept or reject any bid in whole or in part or to reject the EOI without assigning any reasons. CSIR IICT may decide not to continue with the empanelment and cancel the notice of inviting EOI either full or in part at its discretion.
5. **Arbitration:** Any dispute arising out of this Agreement 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 in Hyderabad, and the arbitration proceedings shall take place under the provisions of the Indian Arbitration and Conciliation Act, 1996.
6. Participating bidders shall accept the terms and conditions of this tender unconditionally.

Chapter IV

General Terms & Conditions (GCC)

1. Code of Integrity

- 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 concludes 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 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 provisions in other parts of the Contract do not supersede them.

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's 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 extend only so far as may be necessary for such performance.
- 2.7.2 The service provider/CRO shall not use any document or information enumerated above without the Purchaser's prior written consent 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 upon completion of the service provider/ CRO's performance under the Contract if 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 notify the service provider/CRO. The service provider/CRO may, at its own expense and in the Purchaser's name, conduct such proceedings or claim and any negotiations to settle 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 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 under 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 instalments subject to the achievement of milestones prescribed for each payment stage 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
- 2.9.4 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 contract terms 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 that shares a land border with India unless such contractor is registered with the Competent Authority.
- 2.25.2 In all cases where a subcontract has been done, the service provider/CRO shall notify the Purchaser in writing of all subcontracts awarded under this Contract if they are not specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider/CRO from any liability 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 under the liquidated damages Clause of the GCC unless an extension of time is agreed upon under 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 according 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 under 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 actions:
- (a) The Performance Security is to be forfeited;
 - (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, services

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 the 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 are not 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. 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 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 such termination will not prejudice or affect any right of action or remedy that 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 the 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 the service provider/CRO an agreed amount for partially completed Goods and 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. No arbitration regarding this matter may be commenced unless such notice is given. Any dispute or difference in respect of which this Clause has given a notice of intention to commence arbitration shall be finally settled by arbitration. Arbitration may commence before or after service delivery 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 regarding 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 decide on 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 to the Supplier.

2.33 Governing Language

2.33.1 The contract shall be written in English, which shall govern its interpretation. All correspondence and other documents about the Contract, which the parties exchange, shall be written in English only.

2.34 Applicable Law

2.34.1 The Contract shall be interpreted by the laws of the Union of India, and all disputes shall be subject to a 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 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 the deduction of statutory levies (at source) (like IT, GST, etc.) wherever applicable.

2.37 Order Acceptance

2.34.1 The successful bidder/'service provider/CRO' should submit Order acceptance within 14 days from the date of issue of order/signing of the 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 CLINICAL TRIALS CONDUCTED IN THE LAST FIVE YEARS

Sl. No.	Study Title	Name and address of the Sponsor	Details of the study		Indication	Remarks
			Phase	Study Design		

(On the Letter Head of the Bidder)

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

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 asunder:

abc

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 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 the bidder in case of subcontracting)

I have read the tender document of tender no. _____ along with a clause regarding restriction on procurement from a bidder of a country that 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 to the bid. I certify that this bidder fulfils all requirements and is eligible for consideration.

Signature of the bidder Name of the Signatory