



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.



File No. IICT/PUR/RC/CHEM/2023-24

Date: 09/06/2023

NOTICE INVITING e-TENDERS

The Director, CSIR-Indian Institute of Chemical Technology, Tarnaka, Uppal Road, Hyderabad-500 007, Telangana, India, is desirous of entering into an Annual Rate Contract for the year 2023-24, for the supply of the below mentioned materials and invites **online bids** from interested manufacturers, their distributors and 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 currency of the contract without any firm commitment on our part for assuring any minimum quantum of business. We are inviting rate contract proposals for the following category of products.

- 1) **Laboratory Chemicals.**
- 2) **Bio-Chemicals.**
- 3) **Glass Ware.**
- 4) **Plastic Ware.**

The Rate Contract shall be valid for a period of one year from the date of finalisation preferably from July 2023- June 2024.

IMPORTANT TERMS & CONDITIONS:

1. The bids are invited from a local suppliers as per Department for Promotion of Industry and Internal Trade , Ministry of Commerce and Industry Order No .P-45021/2/2017-PP (BE-II) dated 04 June 2020 and as per the Govt.of India, Ministry of Finance Department of Expenditure, public procurement Division,O.M.No.F.1/4/2021-ppd DT.18.05.2023.
 - 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.

d) **The above bidders are required to provide self certification** as per the clause 3 of the Govt.of India, Ministry of Finance Department of Expenditure, public procurement Division,O.M.No.F.1/4/2021-ppd DT.18.05.2023.

Category	Terminology
Supplier is both MSE & Class-I local Supplier	“MSE Class-I local supplier”
Supplier is MSE but not class-I local supplier	“MSE but non-class-I local supplier”
Supplier is not MSE but is Class-I local Supplier	“Non-MSE but Class-I local supplier”
Supplier is neither MSE nor class-I local	“Non-MSE non class-I local Supplier”

e) **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.

2) Requirement of Registration(Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)

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

OTHER TERMS & CONDITIONS

- 3) In case bids are submitted by dealer of Supplier as per clause (d) specific Manufacturer’s Authorisation Form (MAF) shall be submitted along with the Tender.
- 4) The bid shall be submitted as per format Annexure – B enclosed.
- 5) The price with following details – for entire range of products - shall be submitted, uploaded in PDF Format.
 - a. Category
 - b. Sub-Category
 - c. Catalogue Number
 - d. Item Description
 - e. HSN Code
 - f. Item type
 - g. Item Unit
 - h. Item Rate
 - i. Discount in percentage (%)
 - j. Applicable IGST / GST percentage (%)

No other non-consumable items should be mentioned along with quoted items

- 6) **EMD: Please note that EMD an amount of Rs.25000/- drawn in favour of “Director IICT” in the form of DD Or bankers cheque to be submitted at the time of tender. Alternatively , Bid Security Declaration (B.S.D) may be submitted by the bidder in the prescribed format attached here with .**

- 7) **Prices:** Must be quoted on the basis of Discount on **Net Dealer Price (NDP)** for each category of items in terms of Percentage (%) discount on NDP. **Additional Dealer Discount may also be mentioned** clearly as and where applicable.
- 8) 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 of any item for a minimum or specified quantity during the contract period.
- 9) The Rate Contracted firm shall be fully responsible for any defects in any material supplied under the Rate Contract. In case after receipt and inspection of material or during its usage, any defect is found in the quality of material, the supplier shall have to provide free replacement of the supplied material or he shall have to refund the amount charged towards the same.
- 10) The shelf life of material should be at least 50% for storage and use from the date of its supply.
- 11) **Due Date for submission & Opening of tender ::**

The tender must be submitted on or before 29TH June 2023 by 01.00 P.M through etenders.gov.in. The tenders will be opened on 30TH June 2023 by 02.30 P.M.

- 12) **PRICES:** The prices should be FOR, CSIR-IICT, Stores Section Hyderabad, Telangana, India inclusive of packing, forwarding. If ex-works/godown prices are quoted, then, packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately. GST will be paid as per Notification No.47/2017-Integrated Tax (Rate) Dated 14th November 2017 issued by Ministry of Finance, Department of Revenue, Govt. of India. However, prevailing rates of GST may be mentioned separately. No other charges other than those mentioned clearly in the quotation will be paid.
- 13) 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.
- 14) **REASONABILITY OF PRICES:**
e 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.
- 15) **Copies of Rate Contract with other CSIR Labs./Institutes/ Other Government / Private Research Institutions of repute, if any, to be submitted along with tender.**

- 16) The supplies must be conformed to the specification of our supply order. If the same is found defective the same will be replaced immediately free of charges at IICT, Stores.
- 17) 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.
- 18) The Rate List of Bulk Packages/Quantity should also be attached along with the tender. Bulk discount must be mentioned with the tender.
- 19) The bid has to be valid for 60 days from the date of opening.
- 20) **PAYMENT CONDITION**: Payment for supplies will be made on Bill Basis after supply and acceptance. 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, Stores and after certification by our user expert/scientist.
- 21) **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.
- 22) 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.
- 23) **VALIDITY OF RATE CONTRACT**: The prices must be kept valid upto **One year from the date of award/acceptance of rate contract**. 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.
- 24) 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.
- 25) Conditional tender shall not be accepted.
- 26) Parallel Rate Contracts: The CSIR – IICT reserves the right to conclude one or more than one rate contract for the same item.

- 27) 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.
- 28) **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.
- 29) **Price Lists (Soft Copy) must be provided as per the specific excel sheet format attached at Annexure A. This is mandatory as the Institute intends to upload the same for generation of POs in Online compass/ERP mode. A PDF File of the Price List should also be Provided along with the Bid.**
- 30) **An undertaking must be submitted by the bidder, with the tender document, that the product offered for rate contract are not uploaded on GeM portal. If some products of catalogue are offered on GeM, a list of such items (which are available on GeM) must also be furnished with the tender or the same must be mentioned/highlighted/star marked in the pricelist. Incase 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.**
- 31) **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.
- 32) All disputes in case of any award under the proposed Rate Contract shall be subject to Hyderabad, Telangana jurisdiction.

((Sudhanshu Shekhar Choudhary)
Controller of Stores and Purchase

Annexure-A

Sno	ItemCategory	Item Sub Category	Catalogue No	Item Description	Item Type	Item Unit	Rate	Discount	Tax1	Tax2	HSN Code
1											
2											

On the letter head of the firm submitting the bid document

ANNEXURE 'B'

Bid Form

To

The Director,
CSIR – Indian Institute of Chemical Technology,
HYDERABAD.

Ref: IICT/PUR/RC/CHEM/2023-24.

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/CD/DVD.

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 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 formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this _____ day of _____ 2023

Signature of Bidder

Details of enclosures

Full Address :

Telephone No. :

e-mail :

COMPANY SEAL :

Bid-Securing Declaration

Date: _____
Bid No. _____

To (insert complete name and address of the purchaser)

I/We, The undersigned, declare that:

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

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

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