



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 रोड़, हैदराबाद, तेलंगाना राज्य, भारत. 500 007.
Tarnaka, Uppal Road, Hyderabad. Telangana, India. 500 007



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

Date: 11/12/2023

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 (RC) for the year 2023-24, for the supply of the below mentioned Solvents and invites **online bids** from interested manufacturers, their distributors and stockiest/dealers etc.

It may be noted that the Rate Contract(RC) 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 to the RC holder. Further, the Institute reserves its right to enter into in a parallel RC with any other firm or resort to any other alternative mode of procurement for tendered solvents without assigning any reason thereof.

The purchase order stands for one-year period or **30.06.2023**, whichever is earlier, at regular intervals in bulk quantities and the solvents will be supplied as per our requirement which is intimated to you in advance with specific Purchase Order against proposed RC.

CSIR-IICT is inviting rate contract proposals for the following Solvents in 200 Litres and/or 25 Litres pack sizes with minimum **purity of 99%**:

Sl. No.	Name of Solvent	Pack Size (in Litres)	Minimum Purity*
1	Hexane	200 Ltr pack	99%
2	Hexane	25 Ltrs pack	99%
3	Ethyl Acetate	200 Ltrs pack	99%
4	Ethyl Acetate	25 Ltrs pack	99%
5	Acetone	200 Ltrs pack	99%
6	Acetone	25 Ltrs pack	99%
7	Chloroform	200 Ltrs pack	99%
8	Chloroform	25 Ltrs pack	99%
9	Dichloromethane	200 Ltrs pack	99%
10	Dichloromethane	25 Ltrs pack	99%
11	Methanol	200 Ltrs pack	99%
12	Methanol	25 Ltrs pack	99%

* **Note – Non-volatile impurity for above solvents shall be less than 0.5% which can be checked after evaporation of the solvent.**

The Rate Contract shall be valid for a period of one year or **30.06.2023**, whichever earlier. CSIR-IICT reserves the right to extend or curtail the said period based on its R&D requirements.

IMPORTANT TERMS & CONDITIONS:

The bid has to be submitted in two part 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 and Purity certificate issued by the Original Manufacturer only will be considered.

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

The Rate Contract will be evaluated on the basis of the lowest offered price basis. 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 participation in this bidding process is restricted to ‘**Class I and Class II Local Supplier**’ Original Manufacturers or their duly authorized dealer’ in terms of “Make in India(MII) policy’ notified from time to time vide Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India Order No. P-45021/2/2017-PP (BE-II) dated 04 June 2020, as amended from time to time, as on date of issue of this tender.

Class – I Local supplier – whose goods offered for procurement has local content equal to or more than 50% as defined below:

Class – II Local supplier – whose goods offered for procurement has local content more than 20% but less than 50% as defined below:

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.

Bidders are required to indicate percentage of local content and provide self-certification issued by **original Manufacturer** to the effect that the items offered meet the **local content** requirement prescribed for ‘**Class –I Local Supplier /Class – II Local Supplier**’, as the case may be. Further the Manufacturer/bidders shall also give details of the nature of value addition and location(s) at which the local value addition is made.

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 (GFR) along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity of the Govt. of India/CSIR 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 – Bidder may please refer.)

- 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 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.

3. 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)

OTHER TERMS & CONDITIONS

4. In case bids are submitted by dealer on behalf of a ‘Class I/ Class Supplier or manufacturer, tender specific Manufacturer’s Authorisation Form (MAF) shall be submitted along with the Tender.
 - a. ‘**Class I / Class II Local Supplier or Manufacturer** can submit **one quote only** either directly or through their duly authorized dealer. Manufacturer cannot submit more than one quotes through more than one authorized dealers. Similarly, one dealer shall not submit quote on behalf of more than one ‘Class I/ Class II Local Supplier’ for the same tender. Non-compliance of the above shall rejection of both the bids.
5. The bid shall be submitted as per format **Annexure – B** enclosed.
6. **EMD:** Please note that no EMD is applicable for this Tender. However, the bidder has to submit the Bid Security Declaration(BSD) in the enclosed format.
7. The Rate Contract (**RC**) 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 drawls of any item for a minimum or specified quantity during the contract period. Hence, proposed RC does not ensure any minimum quantity to business or order to any successful bidder.
8. The Rate Contracted firm shall be fully responsible for any defects/ deficiency 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 supplied 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.

9. The shelf life of material should be at least **50%** for storage and use from the date of its supply.
10. **Due Date for submission & Opening of tender ::**
The tender must be submitted on or before 2nd Jan.2024 by 01.00 P.M through etenders.gov.in. The tenders will be opened on 3rd January, 2024 by 02.30 P.M.
11. **PRICES:** The prices should be **FOR, CSIR-IICT Stores Hyderabad**, Telangana, India inclusive of packing, forwarding on door delivery basis including unloading. If ex-works/godown prices are quoted, then, packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately. **GST** at applicable rates shall 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.
12. 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.**
13. **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.
14. **Copies of existing Rate Contract(RC) quoted for solvents, if any, with other CSIR Labs. /Institutes/ Other Government / Private Research Institutions of repute, if any, to be submitted along with tender.**
15. The supplies must be conformed to the tendered specifications of our supply order. If the same is found defective/deficient the same will be replaced immediately free of cost at IICT, Stores failing which action at the discretion of CSIR-IICT can be taken which may include termination of RC.
16. 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.
17. The Rate List of Bulk Packages/Quantity should also be attached along with the tender. Bulk discount must be mentioned with the tender.
18. The bid has to be valid for **60 days** from the date of opening.
19. **PAYMENT CONDITION:** Payment for supplies will be made on Bill Basis after supply and final acceptance by CSIR-IICT. 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.
20. **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, CSIR-IICT.

21. 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.
22. **VALIDITY OF RATE CONTRACT:** The prices must be kept valid upto **one year from the date of award/acceptance of rate contract or 30.06.2023, whichever is earlier.** No upward changes/revision in quoted prices will be acceptable under any conditions during the currency of the Rate Contract(RC). 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.
23. The vendor and/or the CSIR – IICT are entitled to withdraw/cancel the Rate Contract by serving an appropriate written notice on each other normally by giving 30 (thirty) days time.
24. **Conditional tender shall not be accepted.**
25. 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.
26. **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).
27. **An undertaking in the prescribed format must be submitted by the participating bidder along with the tender document to the effect that the product offered for Rate Contract(RC) are not being sold by them on GeM portal of the Govt. of India either directly or through their authorized dealer. 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. Items offered or sold by the bidder in GeM portal shall not be offered under present RC and shall not be supplied. If at any point of time subsequent to issue of RC order, bidder makes any product offered under RC available in GeM portal, same may be promptly brought into the notice of this office to procure the same through GeM, if so required by this office.**
28. **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.

29. **Jurisdiction**- All disputes related to proposed Rate Contract or any Purchase Order (PO) issued in pursuance of the same shall be amenable to applicable Indian Laws and subject to the jurisdiction of the competent court at Hyderabad, Telangana India only.
30. **Director, CSIR-IICT** reserves right to accept/reject any bid without assigning any reason thereof.

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

On the letter head of the firm submitting the bid document

ANNEXURE 'B'

Bid Form

To

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

Ref: IICT/PUR/RC/SOLVENTS/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 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 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 (BSD)

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(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

Manufacturer Authorization (MAF) Form

(to be enclosed by authorized dealer / distributor of Manufacturer)

[The Bidder shall require the Manufacturer to 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: *[insert complete name and address of Purchaser]*

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 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 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]*