



**CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY**  
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)  
4, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032 India  
**Phone :** +91 33 2483-1982 **Epabx:** +91 33 2499-5837/5788  
**Fax:** + 91 33 2473-1985 / 2483-5197  
**Website:** <http://www.iicb.res.in> **Email :** [akpandey@iicb.res.in](mailto:akpandey@iicb.res.in)



## **BID DOCUMENT**

For Procurement of **“cGMP batch preparation of a plant extract (1.0 kg) and Pharmacokinetics Study and Formulation as per Appendix III of Drugs and Cosmetic Act 1945”** through **Submission of offer in Two Bid Format** through **NIC's CPP Portal** by way of URL <http://etenders.gov.in/eprocure/app>

Bid to be submitted in **“Two Bid Format”** through NIC's CPP Portal by way of URL <http://etenders.gov.in/eprocure/app> as per schedule mentioned in the Tender document.

The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/eprocure/app>). Manual/Offline bids shall not be accepted under any circumstances.

In case of discrepancy between **“Important Dates & Time”** mentioned in this tender document and the **“Critical Dates”** mentioned in NIC's CPP Portal then the dates and time displayed as **“Critical Dates”** at NIC's CPP Portal will be final and binding upon the vendors.

Tender issued by  
Stores & Purchase Officer  
CSIR-Indian Institute of Chemical Biology  
4 Raja S.C Mullick Road, Jadavpur, Kolkata-700032  
PHONE: +91 33 2483-1982 EPABX: +91 33 2499-5837, 5788  
FAX: + 91 33 2473-1985/2483-5197 website: <http://www.iicb.res.in>  
Email : [akpandey@iicb.res.in](mailto:akpandey@iicb.res.in) & [purchase@iicb.res.in](mailto:purchase@iicb.res.in)

**Enquiry No. IICB/PUR/2/505/571/204RT2/2018-19;**  
**Date: 19.06.2019**

NB: THIS BID DOCUMENT IS FREE OF COST IF DOWNLOADED FROM NIC'S CPP PORTAL BY WAY OF URL <http://etenders.gov.in/eprocure/app>

### Contents of Bid Document

The services required, bidding procedures and contract terms are prescribed in this Bid Document which includes the following:

<b>Chapter No.</b>	<b>Title</b>	<b>Sub Title</b>	<b>Clause No.</b>
I	<b>Notice / Enquiry for Submission of offer in Two Bid Format</b>	-----	----
II	<b>Technical Specifications &amp; Other Important Requirements pertaining to Service</b>	-----	----
III	<b>Instructions to Bidder (ITB) for submission of quotation etc. and Terms &amp; Conditions</b>	A. Eligibility/Qualification Criteria	1 – 2
		B. The Bidding Documents	3 – 5
		C. Preparation of Bids	6 – 18
		D. Submission of Bids	19 – 23
		E. Opening & Evaluation of Bids	24 – 33
		F. Payment Terms	34
		G. Penalty Clause	35
		H. Award of Contract	36 – 43
IV	<b>Bid Form</b>	-----	----
V	<b>Bid Security Form</b>	-----	----
VI	<b>Bidder's Performance Statement Form</b>	-----	----
VII	<b>Service Support Details Form</b>	-----	----
VIII	<b>Deviation Statement Form</b>	-----	----
IX	<b>Technical Compliance Statement Form</b>	-----	----
X	<b>Contract Form</b>	-----	----
XI	<b>Bilateral Confidential Disclosure Agreement</b>	-----	----



**CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY**  
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)  
4, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032 India  
**Phone :** +91 33 2483-1982 **Epabx:** +91 33 2499-5837/5788  
**Fax:** + 91 33 2473-1985 / 2483-5197  
**Website:** <http://www.iicb.res.in> **Email :** [akpandey@iicb.res.in](mailto:akpandey@iicb.res.in)

Enquiry No.: **IICB/PUR/2/505/571/204RT2/2018-19**Date : **19.06.2019**

**TENDER FOR SCIENTIFIC SERVICES**  
**(Submission of offer in Two Bid Format)**

Tenders/Bids are invited under **Two Bid System (Part I – TECHNO-COMMERCIAL BID & Part II – PRICE BID)** from reputed Service Providers / Indian Authorized Agents of Foreign Suppliers for the services as mentioned below:-

Sl. No.	Name of the Item/Description	Earnest Money Deposit (EMD) to be submitted along with Technical Bid		
		INR	US \$	Euro €
1.	<b>cGMP batch preparation of a plant extract (1.0 kg) – Details at Annexure I</b>			
2.	<b>Pharmacokinetics Study and Formulation as per Appendix III of Drugs and Cosmetic Act 1945 – Details at Annexure II</b>	<b>NIL</b>	<b>NIL</b>	<b>NIL</b>

The Tender Documents can be downloaded from the NIC's CPP Portal free of cost. Tenders submitted as per the terms & conditions mentioned in Bid/Tender Document only will be accepted.

**The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/eprocure/app>). Manual/Offline bids shall not be accepted under any circumstances.**

- DCGI accredited service provider can quote any job/module. Quoting for both the jobs/modules is not mandatory.
- Bidders must quote the rates in financial bid separately for each job/module. Consolidated rates for both the jobs/modules (Annexure I & II) will not be accepted for evaluated for deciding eligible and technically qualified lowest quoting bid.

**IMPORTANT DATES & TIME**

Bid Publishing Date	<b>19.06.2019 up to 3.00 PM (IST)</b>
Document Download / Sale Start Date	<b>19.06.2019 at 3.00 PM (IST) onwards</b>
Bid Submission Start Date	<b>19.06.2019 at 3.00 PM (IST) onwards</b>
Last date and time of submission of Bid /Quotation (Bid Submission closing date)	<b>10.07.2019 up to 01:00 PM (IST)</b>
Bid Opening Date	<b>11.07.2019 at 01:00 PM (IST) onwards</b>
Venue of Opening of Technical Bids	<b>NIC's CPP Portal</b>
Tenders to be submitted at	<b>NIC's CPP Portal</b>

Important note :

- Please strictly adhere to the dates/times mentioned in this document  
In case of discrepancy between “Important Dates & Time” mentioned in this tender document and the “Critical Dates” mentioned in NIC’s CPP Portal then the dates and time displayed as “Critical Dates” at NIC’s CPP Portal will be final and binding upon the vendors.
- **Prospective bidders are requested to submit their offers in Two-Bid format through NIC’s CPP Portal by way of URL <http://etenders.gov.in/eprocure/app> as per schedule mentioned in the tender documents.**
- **Bidders must provide the Technical Compliance Statement that they comply to the specifications.**
- Requests for postponement will not be entertained.
- Fax/email bids will not be accepted.

Thanking you,

Yours faithfully,



(A. K. Pandey)

Stores & Purchase Officer  
(033) 2483-1982 / 2499-5837  
Email : akpandey@iicb.res.in

## **Annexure-I**

### **cGMP batch preparation of a plant extract**

**Deliverables:**

1. Plant extract: 1.0 kg (cGMP)
2. Certificate of Analysis (CoA) comprising –
  - Description
  - Water content
  - Chromatographic profile by HPLC (area% of peaks >10%)

Foreign matter:

- Total ash
- Acid insoluble ash
- Pesticide residue
- Heavy metal contamination
- Microbial load
- Aflatoxin test
- Extractive values
- Residual solvent content

3. cGMP campaign report:

- Process write-up
- Process flow diagram
- Executed Batch Production Records (BPRs)
- Complete analysis report of the plant extract
- Packaging and storage details

4. Report on forced degradation study of extracted product

5. Report on stability study of extracted product

6. cGMP compliance certificate

## **Annexure II**

### **Pharmacokinetics Study and formulation as per Appendix III of Drugs and Cosmetic act 1945**

#### **1. Bioavailability/ Pharmacokinetics studies in rat to determine**

- Plasma C<sub>max</sub>, T<sub>max</sub>, AUC<sub>last</sub>, inf, T<sub>1/2</sub> as appropriate, Clearance (CL), volume of distribution (V<sub>d</sub>), mean residence time (MRT) and bio-availability % (F%).

#### **2. Metabolic stability study of extract**

CYP 450 enzyme inhibition of CYP3A4, 2D6, 2C8, 1A2, 2C9 Identification of metabolites and inhibition of their formation specific to P450 substrate(s) in the enzyme system used during a fixed time interval

Finding the percentage of CYP inhibition of every individual enzymes.

#### **3A Suitable oral Formulation development to get improved bioavailability**

- Identification and bioactivity studies of 4 marker compounds
- Evaluation of bioavailability of characterized extract
- Identification of issues related to poor bioavailability

#### **3B Strategies for bioavailability enhancement**

- Use of micronization
- Use of p-glycoprotein inhibitors
- Use of natural bioavailability enhancers
- Complexation using natural polymers

#### **3C. Preparation of formulation with improved bioavailability**

Comparison of bioavailability of original extract verses the improved Formulation  
Preparation of capsules using extrusion and spheronization

#### **4. Characterization of formulation**

- Dissolution
- Assay
- Content uniformity
- pH
- Force degradation study
- Stability evaluation in market intended pack at proposed storage conditions
- Development and validation of final specifications of finished formulation
- Composition
- Master manufacturing formula

- Details of the formulation (including inactive ingredients)
- In process quality control check Finished product specification
- Excipient compatibility study
- Validation of the analytical method
- Comparative evaluation
- Pack presentation
- Packing specifications
- Process validation
- The outline of the method of manufacture of the dosage form, along with environmental controls, in-process quality control tests and limits for acceptance.
- Details of all packaging materials used, packing steps and description of the final packs.
- Finished product's quality specifications, including tests specific for the dosage form, quality and chromatographic finger print profile with phytochemical reference marker and assay for active constituent or characteristic marker, if active constituents are not known.

## 5. Stability

Data of the phytopharmaceutical drug described above, stored at room temperature at 40 +/- 2 deg. C and humidity at 75%RH +/- 5%RH for 0, 1, 2, 3 and 6 months.

Stability data of the phytopharmaceutical drug in dosage form or formulation stored at room temperature at 40 +/- 2 deg. C and humidity at 75%RH +/- 5%RH for 0, 1, 2, 3 and 6 months.

6. The vender must have GLP Compliance Certificate for DCGI approval.

**CSIR-IICB reserves the right to ask the service provider to submit the shortfall documents pertaining to their eligibility criteria etc. mentioned in the tender document after opening of the technical offer (under Two Bid Format) within the stipulated time failing which their technical offer may be considered as non-responsive.**

**Any clarification on technical points asked by the technical committee of CSIR-IICB will be for the clarity of the service for arriving at a proper decision. Any clarification from the vendor of such nature which modifies the original quote in order to suite the technical specifications of CSIR-IICB after opening of bids will not be accepted.**

Chapter – III  
INSTRUCTIONS TO BIDDER (ITB) FOR SUBMISSION OF QUOTATION ETC. AND  
TERMS & CONDITIONS

**A. ELIGIBILITY/QUALIFICATION CRITERIA**

**1. Eligibility Criteria:-**

- (i) Service provider should have their own GMP compliance laboratory for Annexure I.
- (ii) Service provider should have their own GLP compliance laboratory for Annexure II.
- (iii) Provide the 'Letter of Undertaking' stating "All experiments conducted and data generated by the laboratory are valid and accepted by DCGI office for Investigational New Drug (IND) submission."

**2 Cost of Bidding**

- 2.1** The bidders shall bear all costs associated with the preparation and submission of its bid, and "The Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**B. THE BIDDING DOCUMENTS**

**3. Cost of Bid Document**

- 3.1** The Tender Documents can be downloaded from the website free of cost.

**3.2** The Tender Document can also be obtained/purchased on payment for Rs. 300/- by way of DD drawn in favour of "The Director, Indian Institute of Chemical Biology" payable at Kolkata. In this case, CSIR-IICB will not be held responsible for any postal delay or any reason whatsoever for non-receipt of bidding documents by the vendor from CSIR-IICB. It is the sole responsibility of the interested bidder to obtain the bidding/tender document in time. Any reason for non-submission or late submission of bid will not stand valid for consideration.



#### 4 Contents of Bid Document

4.1 The goods required, bidding procedures and contract terms are prescribed in this Bid Document which includes the following:

Chapter No.	Title	Sub Title	Clause No.
I	<b>Notice / Enquiry for Submission of offer in Two Bid Format</b>	-----	-----
II	<b>Technical Specifications &amp; Other Important Requirements pertaining to Service</b>	-----	-----
III	<b>Instructions to Bidder (ITB) for submission of quotation etc. and Terms &amp; Conditions</b>	A. Eligibility/Qualification Criteria	1 – 2
		B. The Bidding Documents	3 – 5
		C. Preparation of Bids	6 – 18
		D. Submission of Bids	19 – 23
		E. Opening & Evaluation of Bids	24 – 33
		F. Payment Terms	34
		G. Penalty Clause	35
		H. Award of Contract	36 – 43
IV	<b>Bid Form</b>	-----	----
V	<b>Bid Security Form</b>	-----	-----
VI	<b>Bidder's Performance Statement Form</b>	-----	-----
VII	<b>Service Support Details Form</b>	-----	-----
VIII	<b>Deviation Statement Form</b>	-----	-----
IX	<b>Technical Compliance Statement Form</b>	-----	-----
X	<b>Contract Form</b>	-----	-----
XI	<b>Bilateral Confidential Disclosure Agreement</b>	-----	-----

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

#### 5 Amendment To Bid Document

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document.

5.2 The prospective bidders are required to keep a watch on the CSIR-IICB's website ([www.iicb.res.in](http://www.iicb.res.in)) & NIC's CPP Portal for any amendment to the tender document or to clarification to the queries raised by the bidders till 05 (five) days prior to the opening of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/ clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness.

**5.3** In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may also extend the deadline for the submission of bids.

### **C. PREPARATION OF BIDS**

#### **6. Language of Bid**

**6.1** The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by English version.

#### **7. Documents Comprising the Bid**

**7.1** The bid is required to be submitted in Two Bid Format. The bidders shall submit their offers/quotations/bids in sealed covers (Enquiry No. & Due date must be compulsorily mentioned on the envelope). This Bid should contain :

- Detailed Specifications along with DCGI valid certificates, List of users & Technical Details, Technical Compliance Sheet, etc. along with payment terms, warranty.
- Bid Security/EMD As Specified In the Invitation to Bids (ITB) **(Not applicable in this case)**
- Service Support Details Form
- Technical Specification Compliance Form
- Performance Statement Form
- Certificate copy of DCGI valid certificate.
- Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per the qualification requirements/criteria.

**7.2** The Price/Financial Bid shall comprise the Techno Commercial Bid with price

**7.3** TDS will be applicable as per GST Rules.

#### **8. Quoting by DCGI accredited Service Provider:-**

(i) Quotation (Commercial/Price Bid) must indicate the basic rates separately for each job/module. If any service provider does not quote separately then their offer will be treated as non-compliant and will be considered as non-responsive/rejected.

(ii) Bidder must indicate the applicable GST rates/Taxes along with basic rates.

(iii) **Service provider can quote any job/module. Quoting for both the job/module is not mandatory.**

#### **9. Warranty (NOT REQUIRED)**

**10.** E.M.D. (Earnest Money Deposit): Not Applicable in this case

Bidders must submit a Bid Security (EMD) as per format enclosed of Rs. **NIL** along with their Bids in the form of Demand Draft / Bankers Cheque/Bank Guarantee of any scheduled Indian Bank drawn in favour of Director, Indian Institute of Chemical Biology, Kolkata. Bids without EMD will not be valid or considered. However, firms registered permanently with NSIC who are exempted from payment of EMD, will be allowed exemption subject to production of documentary evidence to this effect. Such registration includes the item/service they are offering. Foreign vendors/Indian Agents may submit Demand Draft drawn in favour of Director, IICB, payable at Kolkata in foreign currency of equivalent amount **USD Nil** or **EUR Nil**.

**10.1** While Bid Security (EMD) is a requirement, the Sanctioning Authority may grant exemption of Bid security to some specific parties having sound credentials and are of national/international repute. The reasons are to be recorded by the Sanctioning Authority while approving such decision for grant exemption.

**10.2** The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

**10.3** A bank guarantee issued by a Nationalized/ Scheduled Indian Bank/Foreign Bank operating in India in the format provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed and routed through Nationalised / Scheduled Indian Bank.

**10.4** Fixed Deposit receipt pledged in favour of the Laboratory / Institute.

**10.5** A banker's Cheque or demand draft in favour of the IICB, Kolkata issued by any Nationalized /Scheduled Indian Bank.

**10.6** In case of bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, in case of Two Bid System, then in such cases, the technical bid of the vendors may be accepted provisionally till opening of the financial bids with which the vendor has attached the bid security.

**10.7** In case a firm is unable to submit the EMD before the due date and time and the firm provides an undertaking that they will provide the EMD within the next 48 hours of due date of opening then the tender opening committee can provisionally accept the bid subject to the condition that the EMD should be submitted within the next 48 hrs to the SPO, CSIR-IICB who will accept the same on the basis of an approval by the Director, CSIR-IICB, Kolkata. It is also to be seen that it should not become the rule for some firms to submit their EMD's late or else the Director, CSIR-IICB can take a decision not to accept such requests if it has become a repetitive case.

**10.8** The Bid Security may be forfeited if the bidder withdraws or modifies or amends its tender or impairs or derogates from its bid during the bid validity period or fails to sign the contract or fails to furnish order acceptance or performance Security in time.

**10.9** Any bid not secured in accordance with above Clauses will be rejected by the Purchaser as *non-responsive*.

**10.10** Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity or placement of order whichever is later.

**10.11** The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security against the Purchase Order placed by CSIR-IICB.

**10.12** The bid security may be forfeited:

- (i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (ii) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 21 days the order and/or fails to furnish Performance Security in the prescribed format.

**11. Period of Validity of Bids**

**11.1** Bids must remain valid for at least 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

**11.2** In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e mail). The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

#### **D. SUBMISSION OF BIDS**

**12.** The Bids must be submitted only in the Central Public Procurement Portal (URL : <http://etenders.gov.in/eprocure/app>). Manual/Offline bids shall not be accepted under any circumstances.

**13.** (a) Telex, Cable, Fax or e-mail bids will be rejected.

**14.** Deadline for Submission of Bids – As mentioned at NIC's CPP Portal under "Critical Dates/Corrigendum".

**15.** (a) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause No. 5 (Amendment to Bid Document), in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**16.** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

**17.** Tender may be declared as unresponsive.

**18.** The following are some of the points, for which a tender may be declared as unresponsive.

- I. The Bid is unsigned.
- II. Bidder has not agreed to give the required performance security.
- III. The service quoted is sub-standard, not meeting the required specifications and also not having DCGI accreditation.
- IV. Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
- V. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.
- VI. If EMD is not submitted as per the Terms & Conditions of the tender enquiry. **(Not applicable in this case)**
- VII. Non-submission of certified copy of Agency Agreement between the foreign principal and Indian Agent.

19. Integrity Pact : - Quoting firms will provide their acceptance for Integrity Pact by endorsing the format mentioned at Chapter No. XV with signature and seal of the firm – **Not applicable in this case.**

## **E. OPENING AND EVALUATION OF BIDS**

### **20. Opening of Bids by the Purchaser**

21. The Purchaser through its “TENDER OPENING COMMITTEE (TOC)” will open bids (Techno Commercial Un-priced Bids in case of Two Bids at NIC’s CPP Portal.

22. In Two-Part Bidding (Two Bid System), the financial bid shall be opened only after technical evaluation. Financial bids of those firms would be opened only who would be declared technically suitable as per CSIR-IICB’s tendered specifications by the Technical/Decision Making Committee of CSIR-IICB after technical evaluation of the technical-bids.

### **23. Clarification of Bids**

23.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid/offer. The request for clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained/considered.

23.2 Any clarification and confirmation from the vendor after opening of the bid should not result in modification of their original offer in order to suit or meet the tendered specifications which would not be considered and accepted. Technical evaluation will be done strictly as per the details mentioned by the vendor in original offer with respect to the tendered specifications of CSIR-IICB. (Pl. note)

23.3 Any item not quoted in their original offer will not be accepted even though the party is willing to provide the materials/service + the unmentioned items at the same cost.

23.4 Any confirmation/clarification/modification by the vendor against the letter from CSIR-IICB for communicating them the technical points of rejection would not make the firm technically suitable and their offer will stand as technically rejected. Technical evaluation will be done strictly as per original offer submitted by the vendor with respect to the tendered specifications of CSIR-IICB.

### **24. Preliminary Examination**

24.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, and whether the bids are generally in order. Bids from service providers, without DCGI accreditation, shall be treated as non-responsive and rejected summarily.

24.2 The Purchaser shall examine the bids to confirm that all documents and technical documentation as requested in ITB have been provided, and to determine the completeness of each document submitted.

24.3 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule, in accordance with ITB.

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

(i) The Bid is unsigned.

(ii) The Bidder is not eligible.

(iii) The Bid validity is shorter than the required period.

(iv) The bidder/service provider without DCGI accreditation.

(v) Bidder has not agreed to give the required performance security.

(vi) The service quoted is sub-standard, not meeting the required specification etc.

(vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.

(viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

(ix) If EMD, where applicable, is not submitted as per the Terms & Conditions of the tender enquiry.

(x) Non-submission of Copy of **Agency Agreement**.

(xi) If Integrity Pact (duly signed) is not submitted by the vendor – **Not applicable in this case.**

(xii) **Disagreement to sign : “Bilateral Confidential Disclosure Agreement” Copy (Chapter XI).**

### **25. Responsiveness of Bids**

25.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) affects in any substantial way the scope, quality or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract ; or
- (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

**25.2** The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**25.3** If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

**26. Non-conformities between the figures and words of the quoted price**

**26.1** Any discrepancy between quoted prices in figures and that in words, if noted will be sorted out in the following manner:

(a) If there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee/ Technical & Purchase Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**26.2** If there is such discrepancy in a bid, the same is to be conveyed to the bidder with target date on the above lines and if the bidder does not agree to the observation of the Purchaser, the tender is liable to be ignored and its Bid Security may be forfeited.

**27. Non-conformity, Error and Omission**

**27.1** Provide that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

**27.2** Provided that a bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

**28. Examination of terms & Conditions, technical Evaluation**

**28.1** The Purchaser shall examine the Bid to confirm that all terms and conditions have been accepted by the Bidder without any material deviation or reservation including the terms & conditions mentioned in Chapter –III (i.e. Instructions to Bidders and submission of quotation etc. and Terms & Conditions).

**28.2** Prior to the detailed evaluation, the Purchaser will determine the *substantial responsiveness* of each bid to the Bid Document as mentioned at Clause No. 27 (Responsiveness of Bids). Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**28.3** The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause No. 11, to confirm that all requirements specified in Schedule of Requirement of the Bidding Documents have been met without any material deviation or reservation.

**28.4** If, after the examination of the terms and conditions and the technical evaluation with respect to the tendered technical specification of CSIR-IICB, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB, it shall reject the Bid.

**28.5** The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

**28.6** After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

**28.7** Bidders will provide their certificate Financial Price Bid in PDF.

**28.8** The cost of the enquired instrument and incidental charges must be quoted separately in BOQ.

**28.9** If there is any discrepancy in the cost quoted between PDF Financial Bid and BOQ, then the cost mentioned in the BOQ will be final.

**29. Evaluation:-**

- (i) For deciding lowest technically suitable firm, separate rates / cost for the each job/module along with taxes will be taken.
- (ii) Service provider can quote any job/module. Quoting for both the job/module is not mandatory.
- (iii) Module wise rates will be taken for evaluation for deciding the eligible, technically qualified and lowest quoting firm.

### **30. Contacting the Purchaser**

**30.1** Subject to ITB Clause No. 25, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

**30.2** Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

### **31. Post qualification**

**31.1** In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having, submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

**31.2** The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

**31.3** An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

## **F. PAYMENT TERMS**

### **32. Payment terms:-**

- (i) Payment will be made after completion of job and duly certified by IO.
- (ii) No advance payment will be made. Advance payment can be accepted subject to the submission of BG of equivalent amount by the vendor/service provider.

## **G. PENALTY CLAUSE**

### **33. Penalty clauses:-**

**33.1** Penalty (Liquidated Damages) @ 0.5% of basic price per week will be deducted from Manufacturer's/ Indian Agent's Bill for delay in Delivery & Despatch beyond Delivery dates (as extended by IICB in Purchase Order and Letter of Credit Schedule). Maximum deduction for failing to deliver within IICB's approved delivery period & extensions will be limited to 5% of Ex-works Value (equivalent in Indian Rupees) for non-fulfillment of delivery deadlines and any other contractual obligations as per Purchase Order. Once the maximum is reached, IICB may consider termination of the Contract.

**33.2** Delay in completion of job/module/service beyond contractual deadline will result in forfeiture of Performance Bank Guarantee (PBG).

## **H. AWARD OF CONTRACT**

### **34. Negotiations**

**34.1** There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder only. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

**35** The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **36. Purchaser's Right to Vary Quantities at Time of Award**

**36.1** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements as mentioned in Chapter No. II without any change in unit price or other terms and conditions.

### **37. Purchaser's Right To Accept Any Bid And To Reject Any Or All Bids**

**37.1** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring and liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

### **38. Notification of Award**

**38.1** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.



**38.2** Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

**38.3** Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause No. 43, the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security – **Not Applicable in this case.**

#### **39. Signing of Contract**

**39.1** Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/PO.

**39.2** Within twenty-one (21) days of date of date of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

#### **40. Order Acceptance**

**40.1** The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant.

**40.2** The order confirmation must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation/PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

**Bilateral Confidential Disclosure Agreement will be signed between the awardees / successful firm and CSIR-IICB as per the Chapter XI.**

#### **41. Settlement of Disputes**

(i) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

(ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

(iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

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

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

(v) Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

#### **42. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved within Kolkata, jurisdiction only.

#### **43. Performance Security (NOT APPLICABLE IN THIS CASE)**

**43.1** The service provider/bidder shall furnish the Performance Bank Guarantee / PBG @10% of the order value within 21 days of receipt of the notification of award/PO. The validity will be applicable beyond 60 days after job completion schedule..

**43.2** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

**43.3** The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

**43.4** In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of Purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

**43.5** The Performance Security shall be in one of the following forms :

- (a) A bank guarantee or stand by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents, Or
- (b) A Banker's Cheque or Account Payee Demand Draft in favour of the Purchaser, Or,
- (c) A fixed Deposit Receipt pledged in favour of the Purchaser.

**43.6** The performance security will be discharged by the Purchase and returned to the Supplier not later than 60 days following the date of completion of the Service Provider's performance obligations without levy of any interest.

**43.7** In the event of any contract amendment, the supplier shall within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

Thanking you,

Yours faithfully,



(A. K. Pandey)

Stores & Purchase Officer



#### **Chapter – IV BID FORM**

The Director  
CSIR-Indian Institute of Chemical Biology 4, Raja S.C.  
Mullick Road  
Kolkata – 700 032Burmamines, West  
Bengal (WB) INDIA

Sir,

Having examined the bidding document, we the undersigned offer to supply and deliver \_\_\_\_\_ (Description of Goods/Jobs) in conformity with the said bidding documents for a sum or such other sums as may be ascertained from the bid.

We undertake that if our bid is accepted to deliver/provide the goods/service in accordance with the delivery schedule specified and submit the performance security for the due performance of the contract.

We agree to abide by this bid for requisite period of time after the date fixed for bid opening as per the instructions to the bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

**Chapter – V BID SECURITY FORM**  
**Not Applicable in this case**

Whereas .....<sup>1</sup> (*hereinafter called the “tender”*) has submitted their offer dated ..... (Date of submission of bid) for the supply of ..... (Name and/or description of the goods) (Hereinafter called the “tender”)

KNOW ALL PEOPLE by these presents that WE ..... (*Name of bank*) of ..... (Name of country), having our registered office at ..... (*Address of bank*) (Hereinafter called “the Bank”), are bound unto *Director, CSIR-Indian Institute of Chemical Biology, Kolkata, West Bengal (WB) India* (Hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature with Seal of the Bank)

(Complete Contact Details with Tel./Fax/email etc)

Name of Bidder

**CHAPTER – VI BIDDER’S PERFORMANCE STATEMENT FORM**

(For A Period of Last 3 Years)

Order placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered services/Service	Price	Date of Completion of Service as per contract/Actual	Remarks indicating reason for late delivery, if any	Has the job been completed satisfactorily ? (Attach a certificate from Purchaser/Consignee)	Contact Person along with Phone, Fax and Email address

Name of the Firm .....

Signature  
Rubber Stamp

Place :

Date :

**Chapter – VII SERVICE SUPPORT DETAILS FROM**

S.N.	Nature of training imparted	List of similar type Jobs / services in the past 3 years or as per Tender Enquiry/Document	Address, Telephone Nos., Fax and email address of the firm located in Kolkata	Value of minimum stock of consumable spares held at all times

Signature and Seal of the manufacture/Bidder .....

Place :

Date:

### **Chapter – VIII DEVIATION STATEMENT FORM**

The following are the particulars of deviations from the requirements of the tender document and specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place :

Date :

Signature and Seal of the

Manufacture/Bidder

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

**Chapter – IX TECHNICAL COMPLIANCE STATEMENT FORM**

ITEM NAME			
S.No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation if any

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

**Chapter – X**  
**CONTRACT FORM**

THIS AGREEMENT made the ..... day of .....200..... between

.....  
Director, CSIR-Indian Institute of Chemical Biology, Kolkata, West Bengal India (hereinafter “the Purchaser”) of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz.,

.....(*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (*Contract Price in Words and Figures*) (Here-in after called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Bid Form and the Price Bid submitted by the Bidder;
  - (b) the Technical Specifications;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract; and
  - (e) the Purchaser's Notification of Award/Purchase Order.
3. in consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein conformity in all respects with the provisions of the Contract.
4. the Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

ITEM DESCRIPTION & QTY.		AMOUNT	
			FOB/FCA/CIF/CIP
Payment Terms		Agency Commission [TO BE PAID IN EQUIVALENT IN]	
Delivery Schedule			

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said ..... (For the Purchaser)

In the presence of .....

Signed, Sealed and Delivered by the

Said ..... (For the Supplier)

In the presence of .....

**BILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement is effective as on....., 2019 (the “**Effective Date**”) by and between:

**Council of Scientific and Industrial Research (CSIR)**, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi-110 001 along with its constituent laboratory, **CSIR-Indian Institute of Chemical Biology** having its address at 4, Raja S. C. Mullick Road, Jadavpur, Kolkata - 700032 (herein after called CSIR-IICB for the sake of brevity and convenience which expression shall where the context so admits include the successors and permitted assigns), (hereinafter “**The Client**”),

and

.....,

**WHEREAS**, ..... is engaged in the business of providing drug development / agro-chemical development services for R&D purpose to their clients among other businesses.

**WHEREAS**, CSIR-IICB is engaged in the business of the GLP production of their extract, and safety pharmacological studies and formulation for submission to DCG (I).

**WHEREAS**, the parties herein are keen to develop a business relationship and it will be necessary for the Client and ..... to disclose to each other certain information, which each party regards as its confidential and proprietary information for the purpose of evaluating their interest in entering into a business relationship (hereinafter referred to as the “**Stated Purpose**”). Each party is willing to disclose to the other such confidential and proprietary information, subject to the terms and conditions contained herein.

**NOW THEREFORE** in consideration of the mutual promises and other good and valuable consideration, the parties hereto agree as follows:

1. Each party will disclose certain Information to the other party for the Stated Purpose. The party receiving the Confidential Information (defined later) is hereinafter referred to as “**Recipient**” and the party disclosing the Confidential Information is hereinafter referred to as the “**Disclosing Party**”.
2. “**Confidential Information**” means any proprietary information of the Disclosing Party which is marked as confidential and submitted either in writing to Recipient by the Disclosing Party or confirmed in writing by Disclosing Party within thirty (30) days after oral communication to the Recipient.



3. Unless excluded pursuant to Paragraph 4 below, Confidential Information of the Disclosing Party will be considered to be strictly confidential and will be maintained in strictest confidence by the Recipient. The Recipient will not disclose any of the Confidential Information to any third party without the prior written consent of the Disclosing Party, and will not use the Confidential Information for any purpose other than for the Stated Purpose.
4. Specifically excluded from the obligations of confidentiality and non-use under this Agreement is Confidential Information:
  - 4.1 that at the time of disclosure is already in the public domain;
  - 4.2 that after disclosure subsequently becomes part of the public domain through no fault of Recipient;
  - 4.3 that Recipient demonstrates was in the possession of Recipient prior to disclosure.
  - 4.4 that becomes known to Recipient subsequent to the disclosure by the Disclosing Party through a third party who is not under any obligation of confidentiality to the Disclosing Party;
  - 4.5 that the Recipient can establish it developed independently, either before or after the Effective Date of this Agreement, without using any of the Confidential Information; or
  - 4.6 that if the Recipient is required by governmental, administrative, or judicial process to disclose any or all of the Confidential Information, then the Recipient shall, to the extent legally permissible, prior to any disclosure in accordance with such process, promptly notify the Disclosing Party.
5. The Recipient acknowledges that all Confidential Information disclosed to it under this Agreement, including all patent rights, trade secrets, copyrights and all other intellectual property and proprietary rights related thereto, is and shall be the sole and exclusive property of the Disclosing Party.
6. Each party will limit access to Confidential Information to its employees, directors, officers and consultants who have a need to know such Confidential Information for the Stated Purpose and who are bound by confidentiality terms equivalent to this Agreement. Except as provided herein, the Recipient shall not provide access to Confidential Information to any other persons, unless the Disclosing Party has provided its prior written consent.
7. No right, title, interest or license in or to Information of the Disclosing Party or to any intellectual property or proprietary rights related thereto is granted to Recipient by virtue of this Agreement.
8. At the request of the Disclosing Party, Recipient shall return or destroy any and all physical documents and materials, whether prepared by the Disclosing Party or Recipient, which include or incorporate Confidential Information of the Disclosing Party; provided that one copy of such Confidential Information may be retained by Recipient in its confidential files solely for the purpose of complying with the obligations set forth herein. The term document is used in its broadest sense and includes electronic information in the form of discs, tapes, machine recognizable format or otherwise.



9. All Confidential Information is provided on an "AS IS" basis and without any specific warranties including any warranty of, merchantability and fitness for any particular purpose
10. Confidential Information provided by one party to the other does not represent a commitment by either party to enter into any business relationship with the receiving party or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship
11. Each party hereto represents and warrants that it is legally permitted to enter into this Agreement and perform the obligations contemplated thereby and that this Agreement and the terms and obligations thereof are not inconsistent with any other obligation which it may have.
12. Nothing contained herein is intended to contain any representation, guarantee or warranty by the Disclosing Party as to the completeness or accuracy of the Confidential Information, or any other representation, guarantee or warranty whatsoever. Each party further acknowledges that the Disclosing Party shall not be held liable for any errors or omissions in the Confidential Information or for the use or the results of the use of the Confidential Information.
13. This Agreement shall terminate one (1) year after the Effective Date hereof, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Recipient's obligations hereunder shall survive and continue for a period of Five (5) years from the Effective Date.
14. This Agreement constitutes the whole agreement between the parties with respect to the subject matter herein, there being no written or oral terms, conditions, covenants, agreements, representations, or warranties except as expressly set out herein. Any amendment, modification or waiver of this Agreement or any of its terms must be agreed to in writing signed by both parties.
15. The relationship between the parties is one of independent contractors, and no party shall have the authority to bind or act as the agent for the other, nor shall be responsible for the actions, contracts, debts or liabilities of the other by virtue of this Agreement.
16. This Agreement shall be governed by and interpreted in accordance with the laws of India without regard to any conflict of law rules. Each party agrees that it has attorned to the jurisdiction of the Bangalore court.
17. In the event that any part, section, clause, paragraph or subparagraph of this Agreement shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable, this entire Agreement shall not fail on the account thereof, and the balance of the Agreement shall continue in full force and effect.



18. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors, heirs and permitted assigns.
19. In case of any breach of the terms of this Agreement, the non-breaching party shall be entitled to seek specific performance and injunctive relief as remedies for any such breach
20. Each of us understands that the exchange of such information is solely for the purpose of evaluation and neither party will be obligated to enter into any further Agreement.
21. This Agreement may be signed in counterparts, and delivered personally or by courier, mail, facsimile or electronically, each of which counterparts when executed by any of the signatories hereto shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

**IN WITNESS WHEREOF**, duly authorized representatives of the parties hereto, each after having had the opportunity to discuss this Agreement with their respective legal advisors, have signed this Agreement on the date(s) indicated below, but effective as of the Effective Date.

For CSIR-Indian Institute of Chemical Biology By	..... By
Name: Dr. Arun Bandopadhyay	Name:
Title: Senior Principal Scientist, Head, BDG	Title:
In the presence of:	In the presence of:
Witness:	Witness:
Name: Prof. Chitra Mandal, J.C. Bose National Fellow, Distinguished Biotechnology Research professor	Name:
Name: Dr. Ranjan Jana, Senior Scientist	
Address: CSIR-Indian Institute of Chemical Biology having its address at 4, Raja S. C. Mullick Road, Jadavpur, Kolkata - 700032	Address: