

निविदा FAX: 040-27160996, 27160311 EPABX: 040-27160222 – 241, 040-27192681 Ext. 2796



सीएसआईआर-कोशिकीय एवं आणविक जीवविज्ञान केन्द्र

CSIR-CENTRE FOR CELLULAR & MOLECULAR BIOLOGY

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)

(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)

उप्पल रोड, हैदराबाद/Uppal Road, Hyderabad – 500 007 (ऑ.प्र./A.P.) भारत/India

Email: [spo@ccmb.res.in](mailto:spo@ccmb.res.in)

के लिए निमंत्रण / INVITATION TO TENDER

सं./No. 12550/251123/1646/MISC/AMC

December 27, 2023

सेवामें/To

M/s. Peak Scientific Instruments (India) Pvt Ltd,  
Flat No. 301, Naim Chambers,  
DSP Play School Line, Road No. 10,  
Banjara Hills, Hyderabad – 500034.

प्रिय महोदय/Dear Sirs,

हमनीचेदिएगएनिबंधनएवंशर्तोंकेअनुसारनिम्नलिखितसामग्रियोंकीआपूर्तिमेंरुचिरखतेहैं।वापसीमेलद्वाराकृपया अपनीब्योरेवारदरसूचीप्रस्तुतकरें।

We are interested in conclusion of AMC for maintenance of the following system as per the terms and conditions given below. Kindly submit your detailed tender through e-procurement portal ([etenders.gov.in](http://etenders.gov.in)).

क्रमांक Sl. No.	वस्तु का विवरण/DESCRIPTION OF SERVICES Fixed Price Preventive Maintenance Contract	मात्रा/QTY.
1.	AMC for Peak Nitrogen Generators. Model and Serial Number: Genius 1022, 770001978 <ul style="list-style-type: none"><li>One preventive onsite maintenance visit and required number of break down visits.</li><li>Includes Complete Plan PM kit for compressor, filters elements, solenoid valves and Engineer Visits, etc.</li><li>For a period of One Year from the date of Purchase order acknowledgement.</li></ul>	01

**निबंधनएवंशर्तें/ Terms & Conditions**

1. Kindly indicate percentage of local content and provide self-certification of the items offered to meet the local content requirement for 'Class-1 Local Supplier'/'Class-II Local supplier' as the case may be as per MII policy No. P-45021/2/2017-PP (BE-II), dated 16<sup>th</sup> September, 2020. Further, you are also requested to give details of the location(s) at which the local value addition is made.
2. **Reasonability of Prices:** a) Please quote best minimum prices applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices. b) A certificate should be given to the effect that the quoted prices

*ms*

are the minimum and they have not quoted the same item on lesser rates than those being offered to CSIR-CCMB to any other customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.

3. **Payment Terms:** Payments for service will be made by the post wire transfer on 6 monthly basis only after providing satisfactory service.
4. **Penalty clause for late service:** Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange the services within the delivery period mentioned in the order unless extended with/without penalty. In case of delay in providing services on part of the supplier, a penalty @ 1% per week of Order value will be charged for delayed period.
5. **Validity Period:** Your offer should be valid for 90 days from the date of opening of tenders.
6. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - a. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
7. **Arbitration:** 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. 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. The dispute settlement mechanism/ arbitration proceedings shall be concluded as under:

- a. If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement, including the rights or liabilities or any claim or demand of any party against other or in regard any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, such disputes or differences shall be referred to **Delhi International Arbitration Centre ( DIAC) New Delhi**. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties.
- 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.

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

8. **Conditional Tender:** Conditional tender will not be accepted and will be summarily rejected. **The tender should be addressed to the Director, CSIR-Centre for Cellular & Molecular Biology, Uppal Road, Hyderabad – 500007.**
9. The rights to accepting the tender will rest with the Director CSIR CCMB who does not bind himself to accept the lowest tender and reserves the right to himself to reject or partially accept any or all the tenders received, without assigning any reason.
10. **Code of Integrity:** A declaration by the bidder for code of integrity and conflict of interest should be provided as per format attached.
11. **JURIDICTION:** Any dispute will be subject to Indian Law and local courts at Hyderabad, India only.
12. The tenders are liable to be rejected if any of the above conditions are not complied with.

भवदीय/Yours faithfully,



Controller of Stores & Purchase Officer  
SUDHANSHU SHEKHAR CHOUDHARY

**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,

Director,  
CSIR-Centre for Cellular & Molecular Biology (CCMB),  
Habsiguda, Uppal Road,  
Hyderabad- 500007, India

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_  
I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**Format for declaration by the Bidder for Reasonability of Prices**  
**(On the Letter Head of the Bidder)**

Ref. No: \_\_\_\_\_

Date \_\_\_\_\_

To,  
The Director,  
CSIR-CCMB,  
Hyderabad- 500007.

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_  
I/We hereby certify that the price/s offered vide our Quotation No.  
\_\_\_\_\_ dated \_\_\_\_\_ is reasonable.

We further certify that the quoted prices are the minimum and we have not  
quoted the same item/s on lesser rates than those being offered to CCMB, to any  
other customers.

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal