

FAX: 040-27160996, 27160311 EPABX: 040-27160222 – 241, 040-27192681 & 2687 Ext. 2796, 2785 (Stores)



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 (तेलंगाना / Telangana) भारत/India  
Email: [spo@ccmb.res.in](mailto:spo@ccmb.res.in)

**निविदा के लिए निमंत्रण / INVITATION TO TENDER**

सं./No. 12929/271223/1554/EQPT

Dated 06.03.2024

सेवार्में/To

M/s. QIAGEN India Private Limited  
Corporate one, Plot No.5  
District Center, Jasola  
New Delhi-110025  
Email: [sales@clonebio.in](mailto:sales@clonebio.in)

प्रियमहोदय/Dear Sirs,

हमनीचेदि एगएनिबंधनएवंशर्तोंकेअनुसारनिम्नलिखितसामग्रियोंकीआपूर्तिमेंरुचिरखतेहैं।वापसीमेलद्वाराकृपयाअपनीब्योरेवारदरसूचीप्रस्तुतकरें।

**Sub: Supply and installation of Automated Electrophoresis System.**

We are interested in procuring the following materials as per the terms and conditions given below. Kindly submit your detailed quotation through CPPS portal <https://etenders.gov.in/eprocure/app>.

**Specifications of Automated Electrophoresis System**

**Quantity - 01 No.**

S. No.	Item Description	Specification
1	Configuration & Technology	Fully automated bench top model with capillary technology
2	High throughput applications	Should perform automated DNA and RNA fragment analysis. Applicable for High throughput studies which includes PCR product screening, NGS library assessment, Plasmid purification and vector cloning analysis, oligonucleotides analysis, genotyping etc.

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3	Instrument Operation	Completely automated analysis with automatic sample loading, management of the reagents, processing and washing cycles. High throughput applications should be performed with a single run of up to 96 samples. System should support 96 well 0.2 ml PCR plate or 0.2 ml tubes
4	Cartridges	System should works with ready-to-run gel cartridge and must be exchanged between various applications. Capability upto 100 runs or more; Maximum upto 1000 samples per gel cartridge
5	Sample quantification	Should allow the DNA/RNA quantification along with quality check. Sensitivity of the system should be 1- 5 pg/ $\mu$ L
6	Sample Volume	Typical sample volumes should be as low as < 0.1 $\mu$ L.
7	Response Time	Fast processing with run time 3-10 min for 12-15 samples. Should run 96 samples within an hour.
8	Detection Limit	Detection limits as low as 5pg/ $\mu$ l- 0.1ng/ $\mu$ l concentration.
9	Resolution	Should support resolution up to 3-10bp within the capillary for the sample
10	Operating temperature	System should work under 15 to 25°C
11	Imaging	Qualitative and quantitative data analysis with gel image, electropherogram format and peak features
12	Programs	Program should allow modifying all the analytical parameters. Software should provide flexibility and tools to analyze data analysis reliably. There should be option to combine different run images together
13	Software supports	Programming facility should be included to support experiment management, securing instrument access and ensuring traceability and integrity of the results.
14	Laptop	Latest configuration i5 core with 8GB RAM and minimum 15 inch LCD with finger print sensor
15	Certification	CE certification
16	Additional kits	DNA high resolution kits for performing 1000 test, RNA High-sensitivity kits for performing 1000 test to be provided
17	Warranty	Three years comprehensive warranty should be provided from the date of installation, commissioning and acceptance. During the warranty period upgrades of the software, if any should be provided free of cost.
18	Installation	Installation should be done by the supplier at free of cost.
19	Service & Application support	The supplier must have qualified technical and application support team in India.
20	Training	Comprehensive training on operation, handling, data analysis and maintenance should be provided to NIOT officials at free of cost.
21	Accessories	should provide accessories like N2 Cylinder , valve & UPS

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**निबंधनएवंशर्त/ Terms & Conditions**

1. **Price:** Kindly quote ex-works price for the above items. Packing, forwarding, freight & insurance charges up to CCMB, Hyderabad, India should clearly be indicated wherever chargeable. Customs Duty exemption certificate will be issued for CD exemption. Please provide the institutional discount as applicable to other CSIR Labs
2. Along with your quote following document to be submitted as per format attached to this tender invitation.
  - a. Manufacturer's Authorization Form to (MAF) to be submitted. (As per format attached).
  - b. Declaration for abiding by the code of integrity and conflict of interest (As per format attached).
3. **Reasonability of Prices:**

Please quote best minimum prices applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices.

  - a. A certificate (As per format attached) should be given to the effect that the quoted prices are the minimum and you have not quoted the same item on lesser rates than those being offered to CSIR-CCMB to any other customers nor you will do so till the validity of offer or execution of the Purchase Order, whichever is later.
  - b. Also Purchase Order copies may be submitted to substantiate the above.
4. **Warranty:** 03 years on site comprehensive warranty.
5. **Requirement of Registration - Order No. F.No.7/10/2021- PPD (1) dated 23.02.2023 of Department of Expenditure, Ministry of Finance, Government of India refers)**
  - I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including Consultancy Services and Non-Consultancy Services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same 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.

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- III. Bidder (or entity) from a country which shares a land border with India "for the purpose of above order/ this tender means: -
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country: or
  - e. An Indian (Or other) agent of such an entity or
  - f. A natural Person who is a citizen of such a country; or
  - g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The Beneficial owner for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation-
    - a. 'Controlling ownership interest' means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company;
    - b. "Control' Shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

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- VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

**Further the following certificate has to be submitted by the bidder:**

"I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered."

Date: \_\_\_\_\_ (Name & Signature of bidder)  
(Where applicable, evidence of valid registrations by the competent Authority shall be attached)

6. **Delivery:** 03 – 04 weeks
7. **Payment terms:** 100% after acceptance of the material and on submission of Bank Guarantee for 3% of order value valid for 38 months from the date of acceptance, installation and Commissioning.
8. **Performance Bank Guarantee:** Performance Bank Guarantee for 03% of the order value with a validity of 38 Months to be submitted.
9. **Penalty clause for late delivery:** Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange the ordered materials within the delivery period mentioned in the order unless extended with/without penalty. In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order value will be charged for delayed period.
10. **Validity Period:** Your offer should be valid for 90 days from the date of submission.
11. **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.
- 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.
12. **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

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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.

**13. Conditional Tender:** Conditional tender will not be accepted.

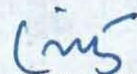
The tender should be addressed to the Director, CSIR-Centre for Cellular and Molecular Biology, Hyderabad 500 007, India.

14. The acceptance of the tender will rest with the Director 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.

15. **JURISDICTION:** Any dispute will be subject to Indian Law and local courts at Hyderabad, India only.

16. The tender is liable to be rejected if any of the above conditions are not complied with.

भवदीय/Yours faithfully,



Sudhanshu S Choudhary  
Controller of Stores & Purchase

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

**(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



**MANUFACTURERS' AUTHORIZATION FORM (MAF)**  
**(TENDER SPECIFICATION)**

***[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 and be enclosed with the technical bid.]***

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 in accordance with Clause 2.21 of the General Conditions of Contract, 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]*