


# LIMITED /OPEN LIMITED TENDER DOCUMENT

## INVITATION TO BID

	<b>CSIR - CENTRE FOR CELLULAR &amp; MOLECULAR BIOLOGY (CCMB)</b> (Council of Scientific and Industrial Research) <b>HABSHIGUDA, UPPAL ROAD, HYDERABAD 500007, TELANGANA, INDIA</b>
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To  
M/s

Dear Sirs,

Sub: Quotation for supply of **-86°C Single Door Upright Ultra Low Temperature Deep Freezer**

Ref: CCMB Enquiry No. 4200/120320/1411/EQPT dated 16/09/2020

Director, CSIR-CCMB, Hyderabad (TELANGANA), India, invites original Equipment Manufacturers, their Authorized Distributors and Indian agents of Foreign Principals, if any, submit their **ONLINE** e-bids under **Single Bid System** through **Central Public Procurement Portal (CPPP)** (URL: <https://etenders.gov.in/>) only for the supply, installation and commissioning of the following item/s:

Sl. No.	Description of material (s)	Qty.
1.	<b>-86°C Single Door Upright Ultra Low Temperature Deep Freezer.</b>  1. End Use: R&D Purpose 2. Detailed specifications: As per Annexure -Z 3. Scope of supply and incidental services: As per Annexure-Z 4. Inspection and tests required: YES 5. Acceptance test: YES 6. Training: N/A 7. Warranty: 05-years warranty. 8. Qualification criteria (if any) : — 9. Pre-Bid Conference (if any) : NA  (All prospective bidders are requested to kindly go through the NEW terms and conditions before formulating and submitting your bids)	ONE

Last Date for submission : 29.09.2020 up to 13:00 hrs. (IST)

Date of Opening : 30.09.2020 at 14:30 hrs. (IST)

## TERMS & CONDITIONS

1. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Hand written Quotations will not be considered.
2. It may kindly be noted that your bid should be in **(single part)**.
3. **E-Bids** are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Central Public Procurement (CPP) portal of the Government of India i.e. <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-CCMB Website, <http://www.ccmb.res.in> for information. However, the submission of e-Bids will be only through the CPP e-Tender portal <https://etenders.gov.in>. **Bids will not be accepted in any other form.**
4. The acceptance of the quotation will rest with the competent authority of CSIR-CCMB, Hyderabad, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
5. Price quoted should be net and valid for a minimum period of **90 days** from the date of opening of the quotation.
6. Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers and also open to registered with CPPP portal.
7. The bidder must submit the applicable **Price Schedule Form** as Annexed to the tender document available on the website.
8. **Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable.**
9. **Prices** are required to be quoted in **units** indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
10. In cases of **agents/ authorized distributors** quoting on behalf of their manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - i. The manufacturer directly or through one agent on his behalf; or
  - ii. Agent on behalf of only one principal/ Original Equipment Manufacturer (OEM).
11. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. **Agency commission payable to the Indian Agent should be clearly indicated.** The Agency commission would be payable only in Indian Rupees after acceptance. (Applicable only in cases wherein foreign OEMs or Indian Agents representing them are specifically allowed to participate in **exemption** of Govt. of India order on Make in India, as amended from time to time.)

12. This Lab/Instt Is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14<sup>th</sup> November, 2017.

13. Please indicate the mode of dispatch/transportation of the items by **Air/Sea/Rail/Road only.**

14. In case the items in the enquiry are covered by any rate contract or running contract finalized by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.

15. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.

16. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.

17. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

18. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.

19. **TDS** would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges, etc, as per statutory applicability.

20. Kindly furnish your **PAN & GST** Number etc. in your quotation for our records.

21. Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material at our site in good condition. Please inform your Bank details for RTGS payment.

22. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	If any dispute or difference arises between 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 to 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 difference shall be referred to <b>Delhi International Arbitration Centre (DIAC), New Delhi.</b>
(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.
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23. All disputes shall be settled in the courts of Hyderabad (Telangana, India) Jurisdiction only.
24. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
25. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
26. As per Govt. of India procurement policies,
- a. The purchaser intends to give **purchase preference** to **local suppliers**\*
- b. There is **restriction on the eligibility of the foreign suppliers/ their Indian Agents for item with estimated value upto 200 Crore**, as per instructions issued by the Govt. of India from time to time in this regard. *Please also refer to **Para 28** of this document.*  
(Currently this restriction **not applicable to small purchases for estimated value of less than Rs.05 Lakh**. The ceiling fixed in this regard by the Govt. of India from time to time as on date of publishing of tender shall be applicable for this purpose, even if not notified separately to bidders)
- c. The procuring entity intends to give **purchase preference** to products/goods manufactured by **Micro, Small and Medium enterprises**, as per policy of the Govt. of India, as amended from time to time.

\*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28<sup>th</sup> May, 2018 or by the competent Ministries/Departments in pursuance of this order, as amended from time to time. Please also refer to Govt. of India (GOI), Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE- II) dt. 04.06.2020 and other orders issued by the Govt. of India on "**Make in India**" from time to time for reference and further details.

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class I - local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than **50%**, as defined under the said GOI, DIPT order dt. 04.06.2020, as amended from time to time,

**Class II - local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than **20%** but less than **50%**, as defined under the said GOI, DIPT order dt. 04.06.2020, as amended from time to time,

**“Non-local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to **20%** as defined under the said DIPT order dt. 04.06.2020, as amended from time to time,

#### **Verification of local content**

- a. The “Class –I local supplier”/ “Class-II local supplier” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for “Class-I local supplier” / “Class-II local Supplier”, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs.10 crores, the “Class-I local suppliers” / “Class-II local suppliers” shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decision on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

**Bidders in their own interest may please refer to aforesaid GOI, DIPT order dt. 04.06.2020, as amended from time to time for further details. Submission of false or misleading declaration in this regard will make bidder concerned liable for punitive action, as per applicable policy and procedures.**

27. Instructions to Bidders, General Conditions of Contract applicable to **Limited / Open Limited Tenders** originating from CCMB Stores & Purchase (S&P) Division along with different formats can be viewed on our website <https://www.ccmb.res.in> under the heading tenders.

#### **28. Compliance of restrictions under Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer**

- 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.
- II. “Bidder (including the terms ‘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 bidders 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 this Order 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.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Bidders are requested to submit the prescribed Certificate as per **Annexure - Y**.

## 28. Code of Integrity

1. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

## 2. **Code of integrity for Public Procurement:**

The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

## 3. **Obligations for Proactive disclosures**

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming 14 under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

#### 4. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
  - a) Forfeiture or encashment of bid security;
  - b) Calling off of any pre-contract negotiations; and
  - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:
  - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Bidders are requested to submit the prescribed Certificate as per **Annexure 50**.

Yours faithfully,

(Dharmendra Kumar)  
Stores & Purchase Officer



## **CHAPTER 3**

### **FORMATS**

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**PRICE SCHEDULE FOR GOODS**

Name of the Bidder \_\_\_\_\_  
No. \_\_\_\_\_

Tender

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packaging & forwarding up to station of dispatch if any	Charges for inland transportation, insurance up to Lab. / Instt. by <b>air/road/rail (retain one only)</b>	Total Price	Installation, Commissioning and training charges, if any

**Note:**

Total Bid price in foreign currency \_\_\_\_\_

(a) The cost of optional items, if any shall be indicated separately

in words \_\_\_\_\_

(b) Cost of Spares, if any

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**

Name of the Bidder \_\_\_\_\_  
No. \_\_\_\_\_

Tender

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description	Country of origin	Unit	Qty	Unit price Indicating currency  FOB (named port of shipment or FCA (named place of delivery)  <i>(retain only one)</i>	Total price (5x6)  FOB (named port of shipment) or FCA (named place of delivery)  <i>(retain only one)</i>	Charges for Insurance & transportation to port//place of destination	Total price <i>CIF/CIP</i>  <i>(retain only one)</i>  (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Approx Shipment weight and volume	Indian Customs  Tariff No and HSN No.  (ICT & HSN No.)

**Note:**

Currency \_\_\_\_\_

Total Bid price in foreign currency

\_\_\_\_\_ in words \_\_\_\_\_

(a) Indian agents name & address \_\_\_\_\_

(b) Installation, commissioning & training charges, \_\_\_\_\_

Signature of Bidder

if any \_\_\_\_\_

Name

(c) Cost of Spares, if any \_\_\_\_\_

Business Address \_\_\_\_\_

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 2.22 of GCC.

(e) The cost of optional items shall be indicated separately.

**Bid Form**

(Refer para 5.1.2 (ix)(h) of the CSIR Manual)

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To:

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:  
  
**Discounts:** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

*[insert **signature** of person whose name and capacity are shown]*

In the capacity of *[insert **legal capacity** of person signing the Bid Submission Form]*

Name: *[insert **complete name** of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Bidder Information Form***(Refer para 5.1.2 (ix)(a) of the CSIR Manual)*

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for bids]*

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01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**Manufacturer's Authorization Form**

*[The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorisation 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 authorise *[insert complete name of the 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 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorised to sign this authorisation on behalf of: *[insert complete name of bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

The technical and commercial deviations should be indicated separately.

- ✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

**Place:**

**Date:**

**Signature and seal of the Manufacturer/Bidder**

**NOTE:**

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

**BID SECURITY FORM***(Refer para 5.1.2 (ix)(c) & 6.1.1 (01) of the CSIR Manual)*

Whereas \_\_\_\_\_ (hereinafter called the tenderer") has submitted their offer dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the tender") against the purchaser's tender enquiry No. \_\_\_\_\_

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser")

In the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

## THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
- Or
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - (b) Fails or refuses to accept/execute the contract.

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 the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity i.e., up to \_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than this date.

\_\_\_\_\_  
(Signature of the authorized officer of the Bank)

Name and designation of the officer  
Seal, Name & Address of the Issuing Branch of the Bank

**Note:** Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.



**Bid-Securing Declaration Form**

*(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)*

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 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 am/we 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 authorized to sign the bid for an on behalf of : (insert complete name of 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)

**PERFORMANCE STATEMENT FORM**

*(Refer para 5.1.2 (ix)(e) of the CSIR Manual)*

**(For a period of last 3 years)**

**Name of the Firm.....**

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory? (Attach a certificate from the purchaser/Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

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

Place :

Date :

**DEVIATION STATEMENT FORM**  
*(Refer para 5.1.2 (ix)(f) of the CSIR Manual*

Sl.No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part /Accessory	Compliance Whether Yes of No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	Technical justification for the deviation, if any. If specification is superior /inferior than asked for in the enquiry, it should be clearly brought out in the justification

**Signature of Bidder**

- ✓ If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- ✓ The technical and commercial deviations should be indicated separately.
- ✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

**NOTE:**

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

**SERVICE SUPPORT FORM**

*(Refer para 5.1.2 (ix)(g) of the CSIR Manual)*

Sl. No.	Nature of training Imparted	List of similar type of equipment serviced in the past 3 years	Address, Telephone Nos. , Fax Nos. and e-mail address

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

Place:

Date:

**PERFORMANCE SECURITY FORM**

*(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)*

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS ..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No. .... dated .....to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, Name & Address of the Issuing Branch of the Bank

**Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.**

**ACCEPTANCE CERTIFICATE FORM**  
(Refer para 5.1.2 (ix) (j) of the CSIR Manual)

No. \_\_\_\_\_

Dated: \_\_\_\_\_

M/s. \_\_\_\_\_

\_\_\_\_\_

Sub: Certificate of commissioning of equipment  
\_\_\_\_\_

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

- (a) Contract No. \_\_\_\_\_ Date \_\_\_\_\_  
 (b) Description of the equipment \_\_\_\_\_  
 (c) Name of the consignee \_\_\_\_\_  
 (d) Scheduled date of delivery of the consignment to the Lab./Instts. \_\_\_\_\_  
 (e) Actual date of receipt of consignment by the Lab./Instts. \_\_\_\_\_  
 (f) Scheduled date for completion of installation/commissioning \_\_\_\_\_  
 (g) Training Starting Date \_\_\_\_\_  
 (h) Training Completion Date \_\_\_\_\_  
 (i) Names of People Trained \_\_\_\_\_  
 (j) Actual date of completion of installation/commissioning \_\_\_\_\_  
 (k) Penalty for late delivery (at Lab./Instts. level) ₹ \_\_\_\_\_  
 (l) Penalty for late installation (at Lab./Instts. level) ₹ \_\_\_\_\_

Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered

02. The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily

Or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a) .....  
 (b) .....  
 (c) .....  
 (d) .....

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier

For Purchaser

Signature .....

Signature.....

Name .....

Name.....

Designation .....

Designation.....

Name of the firm.....

Name of the Lab/Instt.....

Date .....

Date.....

**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 on  
Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the  
General Financial Rules (GFRs),2017**

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

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

To,

The Director,  
CSIR-CCMB,  
Hyderabad- 500007.

Sir,

With reference to your Tender No.\_\_\_\_\_ dated \_\_\_\_\_ I/We hereby undertake that *“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such 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.*

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**“[Where applicable, evidence of valid registration by the Competent Authority shall be attached]”**



**SPECIFICATIONS for “-86°C Single Door Upright Ultra Low Temperature Deep Freezer”**

<b>Capacity</b>	:	<b>500 to 600 liters</b>
1) Temperature Range	:	-50°C to -86°C
2) Temperature control	:	Microcomputer control system.
3) Temperature sensor	:	Platinum resistance
4) Display	:	Digital LED/LCD display.
5) Insulation	:	Vacuum Insulation Panel for space saving and higher efficiency
6) Interior shelves	:	Adjustable stainless-steel shelves (three or more)
7) Refrigeration type	:	Cascade system with HFC environmentally friendly refrigerants
8) Safety Alarms	:	For probe and power failures, door open, High/Low Temperatures, both audio and visual alarms.
9) Ambient operating temperature	:	ambient to 32°C or more.
10) External dimensions	:	Less than 42 x 40 x 79 (WxDxH) inches.
<b>11) Power</b>	:	<b>230 Volts/ 50 Hz AC operation.</b>
<b>12) <u>Warranty</u></b>	:	<b>5 years comprehensive onsite warranty with labour for freezer and compressors.</b>

**Warranty should include manufacturing defects, Electrical, Electronic components, PCB's, Compressors and Refrigeration parts.**

**Replacement time of parts under warranty  
Should be within 24 to 48 hours**

### **Essential Features:**

- 13) Rechargeable battery back-up for freezer display
- 14) Outer door design with gasket insulation & one handed operation with padlock facility
- 15) Removable Insulated inner doors with gaskets and sealable door latch to prevent hard ice formation.
- 16) Access port for monitoring temperature.
- 17) Easy to remove washable filter.
- 18) Caster wheels for easy movement of freezers with locking facility.

### **Important Clauses:**

1. **Detailed literatures (all original brochures) with technical specifications and features of the offered models should accompany the quotation.**
2. **Please ensure that the specifications mentioned in the offers must cover all the parameters listed in our enquiry. Unspecified parameters will be treated as non-compliant.**
3. **The spares for the freezer should be available for a minimum period of 10 years.**
4. **All standard accessories that would be supplied with the freezer should be clearly mentioned in the offer.**
5. **List of users in India to be provided for similar model of freezers supplied.**
6. **Refrigeration expertise and quick attendance to solve problems are very important to reduce downtimes. Therefore please indicate local service support available in Hyderabad with time of response for a service call during warranty. (Should be within 24 hrs).**
7. **Pre-installation and power utility requirements for installation and running the system should be clearly mentioned.**
8. **Easy availability of spares in India like compressors, gases, PCB's, etc... should be specified.**
9. **Demo of the offered model to be provided on request from CCMB.**

**Criteria for selection would be based not only on the specifications and features listed but on the proven performance of the freezers and response to all the points mentioned above. Therefore please respond to every point.**

### IMPORTANT NOTE

Bidders in their own interest are advised to carefully go through the terms and conditions of this Tender Document and submit their offers along with other relevant documents in support of their bid and duly filled up applicable forms indicated above. Kindly ensure that all the relevant columns are duly filled up and each page of bid document (except printed literature) is duly signed/initialled by the authorized signatory/ representative of the bidder with seal of the bidder/firm

**Check List: Duly filled check list to be submitted along with the Technical Bid.**

Sl. No.	Requirement of Tender	Compliance	Document Submitted
1.	Price Schedule Forms	Yes/No	Yes/NA
2.	Bid Form	Yes/No	Yes/NA
3.	Bidders' Information Form	Yes/No	Yes/NA
4.	Manufacturers Authorization Form	Yes/No	Yes/NA
5.	Bid Security Form	NA	NA
6.	Bid Security Declaration	NA	NA
7.	Performance Statement Form	Yes/No	Yes/NA
8.	Deviation Statement Form	Yes/No	Yes/NA
9.	Service Support Detail Form	Yes/No	Yes/NA
10.	Performance Security Form	NA	NA
11.	Acceptance Certificate Form	Yes/No	Yes/NA
12.	Format of Declaration of abiding by the Code of Integrity & conflict of interest to be submitted by the bidder	Yes/No	Yes/NA
13.	Format for declaration by the Bidder on Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	Yes/No	Yes/No
14.	<b>Self-certification</b> regarding <b>domestic value addition</b> in pursuance of "Make in India policy" to be submitted by the bidder for tender upto Rs. 10 crore. <b>Certificate</b> from 'statutory auditor' or 'cost auditor' of the firm to be submitted in case of tender with estimate cost of more than Rs. 10 Crore, as per applicability.	Yes/No	Yes/NA