

TENDER ENQUIRY REF. NO. 5307/040221/INST/SPARE



**CSIR - CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB)
UPPAL ROAD, HYDERABAD- 500 007
(TELANGANA) INDIA**

BID DOCUMENT

FOR

SINGLE TENDER ENQUIRY

ITEM DESCRIPTION:

**SPARES FOR GALLIOS CELL ANALYSER IN FLOW
CYTOMETRY FACILITY**

e-Bids under **SINGLE BID System** (Technical Bid& Financial / Price Bid together) shall be submitted through Central Public Procurement Portal (URL:<https://etenders.gov.in/>) only

Stores & Purchase Officer

CSIR - Centre for Cellular & Molecular Biology(CCMB)
Uppal Road, Hyderabad - 500 007 (TELANGANA) INDIA
Ph: +91-40-271602681 Fax: +91-40-27160252

E-Mail: spo@ccmb.res.in

Website: <http://www.ccmb.res.in>

CSIR - Centre for Cellular & Molecular Biology (CCMB)
Council of Scientific & Industrial Research (CSIR)
 Uppal Road, Hyderabad – 500 007
 (TELANGANA) INDIA

Tender Eng. No.	5307/040221/INST/SPARE	Date	05.07.2021
Manufacturer/Supplier	Indian Office /Dealer/ Distributor M/s Beckman Coulter India Pvt.Ltd. Hisaria Warehouse, Madhavaram, Vadeperambakkam, Red Hills Gigh Road, Chennai – 600 060.		
E-mail		E-mail	

PROPRIETARY/SINGLE TENDER ENQUIRY

CSIR-CCMB, Hyderabad is an internationally acclaimed research Centre of CSIR situated in Hyderabad. Director, CSIR-CCMB, Hyderabad (TELANGANA), India invites original Equipment Manufacturers, their Authorized Distributor and Indian agent of Foreign Principal, if any, to submit **ONLINE** bid 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.	Name of Equipment	Qty.	File No.	Bid Type	EMD
1.	Spares for Gallios Cell Analyser in Flow Cytometry Facility. (Annexure – J) (Details as per original quote by firm)	As per attached List	5307/040221/ INST/SPARE	SINGLE BID SYSTEM	NA

- FOR DETAILED SPECIFICATIONS AND IMPORTANT CLAUSES / TERMS & CONDITIONS PLEASE REFER TO THE TENDER DOCUMENT

CRITICAL DATE SHEET	
Publishing Date & Time	05/07/2021
Start of Online Submission of Bids	05/07/2021
Last Date & Time For Online Submission of Bids	12/07/2021 (Up to 13.00 Hrs.)
Date / Time of Opening of Technical Bid cum PRICE BID (SINGLE BID SYSTEM)	13/07/2021 (14.30 Hrs. onwards)
Mode of submission of Bid	e-procurement Bids ONLY THROUGH ONLINE ON THE Central Public Procurement Portal of ETENDERS: (WEB LINK: https://etenders.gov.in) HARD COPIES OF QUOTATIONS WILL NOT BE ACCEPTED BY CCMB

1. **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.**
2. For participation in e-procurement all bidders (including foreign bidders) need to enrol themselves on the Central Public Procurement Portal (URL:<https://etenders.gov.in>) which will be free of cost. For further information, kindly refer “Bidder Manual Kit” in the said portal.
3. Only enrolled/registered bidders with the above said portal shall be allowed to participate in the e-tendering process

4. 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.
5. It may kindly be noted that your **Bid** should be in **Single BID System** / ~~Two BID System~~.
6. In the event of award of Contract in your favour, you need to submit a **Performance Bank Guarantee** valid for a period of **2 Months** beyond the Warranty period of **Months. (Not Applicable)**
7. Price quoted should be **net** and valid for a minimum period of **90 days** from the date of opening of the quotation.
8. **It may be noted that Conditional / Unsigned tenders shall not be considered.**
9. The bidder must submit the applicable **Price Schedule** Form as Annexed to the **BOQ** in etenders.gov.in / **Tender Document**.
10. Complete specifications with manufacturer's Name and address should be given while quoting. Literature / brochures / pamphlets / technical data sheets / drawings must be enclosed with the quotation wherever applicable.
11. 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.
12. Currency of the Quote essentially be Indian Rupee only. However, multi-currency bidding is allowed in case of proprietary equipment procured from overseas manufacturer and spares and consumables of such proprietary equipment eligible for Global Tender Enquiry (GTE) permitted in terms of Govt. of India orders No. F/12/17/2019/PPD dt. 29th Oct., 2020 and No. F.20/45/2020-PPD dt. 8th Jan., 2021, as amended from time to time.
13. **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.
14. **Liquidated Damages** Clause for delays: as per **Clause 2.27 of General Conditions of Contract (GCC)** in the tender document.
15. 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.
16. 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.
17. **IT / GST TDS** would be recovered as per applicable rule / regulations / provisions of law.
18. Kindly furnish your **Permanent Account No.(PAN) & GST Number**, etc. in your quotation for our records.
19. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender **shall not be binding** on us.
20. All disputes related to this tender shall be settled in the local courts of **HYDERABAD** Jurisdiction only.
21. If bidder is Indian agent of foreign principal, the following instructions shall be complied –
 - i. Bidder must **necessarily comply** with conditions of '**Make in India**' **Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India, as amended from time to time on the date of issue of tender. The relaxation to invite **GTE** for spares of equipment from OEM extended vide Govt. of India, Ministry of Finance OM No. F/12/17/2019/PPD dt. 29th Oct., 2020 and provisions for inviting **GTE** for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. F.20/45/2020-PPD dt. 8th Jan., 2021 shall be applicable in in the relevant cases as per instructions of the Govt. of India.
 - ii. Bidder shall **comply with restrictions under Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer** in terms of **Order No. P-45021/112/2020-PP(BE-II) (E-43780) dated 24.08.2020** of the Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, as amended from time to time as on the date of issue of tender.

22. This Institute 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 14th November, 2017.

23.The Director, CSIR- Centre for Cellular & Molecular Biology (CCMB), Hyderabad reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons thereof.

24. IMPORTANT NOTE:

- i. KINDLY ENCLOSE COPIES OF PURCHASE ORDERS OF SAME/SIMILAR ITEMS (EVEN IF MODEL NUMBER / ACCESSORIES DIFFER) THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.
- ii. IF NO SAME/SIMILAR EQUIPMENT HAS BEEN SUPPLIED TO ANY GOVERNMENT INSTITUTES/ UNIVERSITIES/CSIR INSTITUTES IN PARTICULAR DURING THE LAST 03 YEARS, PLEASE PROVIDE AN UNDERTAKING STATING 'WE CERTIFY THAT NEITHER WE NOR OUR PRINCIPALS (WHEREVER APPLICABLE) HAS SOLD SAME / SIMILAR ITEM TO ANY GOVERNMENT INSTITUTES / UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR'.

iii. REASONABILITY OF PRICES:

A) PLEASE QUOTE BEST MINIMUM PRICES APPLICABLE FOR A PREMIER RESEARCH INSTITUTION, LEAVING NO SCOPE FOR ANY FURTHER NEGOTIATIONS ON PRICES.

B) A CERTIFICATE SHOULD BE GIVEN TO THE EFFECT THAT THE QUOTED PRICES ARE THE MINIMUM AND THEY HAVE NOT QUOTED THE SAME ITEM ON LESSER RATES THAN THOSE BEING OFFERED TO CCMB TO ANY OTHER CUSTOMERS NOR THEY WILL DO SO TILL THE VALIDITY OF OFFER OR EXECUTION OF THE PURCHASE ORDER, WHICHEVER IS LATER.

25 .The address for obtaining further information:

STORES & PURCHASE OFFICER,
CSIR-CCMB, Habsiguda,
Uppal Road,
Hyderabad - 500007, India.
Tel # : 00 91 40 2719 2681
Fax #: 00 91 40 2716 0252
Email: spo@ccmb.res.in

Website: <http://www.ccmb.res.in>

Sd/-

(Pratyush Kumar)
Stores & Purchase Officer
For and on behalf of CSIR

CRITICAL DATE SHEET

क्रमांक Sl. No.	प्रक्रम / Stage	दिनांक और समय /Date & Time
1.	प्रकाशन का दिनांक और समय Publish Date & Time	05/07/2021 --17.00 hrs IST
2.	दस्तावेज डाउनलोड का प्रारंभ दिनांक और समय Document Download Start Date & Time	05/07/2021 --17.15 hrs IST
3.	संदेह / सवाल पूछने की अंतिम दिनांक और समय Last Date & time for receipt of queries	लागू नहीं / NOT APPLICABLE
4.	बोलीपूर्व सम्मेलन, यदि हो तो Pre-bid Conference, if any	लागू नहीं / NOT APPLICABLE
5.	बोली जमा करने की प्रारंभिक दिनांक और समय Bid Submission Start Date & time	05/07/2021 -- 17.30 hrs IST
6.	बोली जमा करने की अंतिम दिनांक और समय Bid Submission End Date & Time	12/07/2021 -- 13.00 hrs IST
7.	बोली खोले जाने की दिनांक और समय Bid Opening Date & Time	13/07/2021 --14.30 hrs IST

क्रय योजना की संभावित समयावधि /

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

क्रमांक/ Sl. No	प्रक्रम/ Stage	संभावित समय सीमा/ Tentative Time Frame
1.	बोली खोले जाने की दिनांक Date of Bid Opening	13/07/2021 -- 14.30 hrs IST
2.	बोली के मूल्यांकन समाप्ति की दिनांक Date of Completion of Bid Evaluation	13/07/2021 hrs IST + 45 Days
3.	अधिनिर्णय की अधिसूचना Notification of Award	13/07/2021 hrs IST + 90 Days

TERMS & CONDITIONS

1. **Price:** Indian suppliers shall quote price on for CCMB Stores/ site basis. In case of foreign supplier, the Price shall be quoted on onsite basis. The price should also include any other charges.
2. **Delivery Schedule:** The delivery period is the essence of the services, hence, it must be indicated specifically in the quotation.
3. **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 are the minimum and they have **not quoted** the same item on lesser rates than those being offered to CCMB to any other customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.
4. **Payment**
 - 4.1 For Indigenous supplier our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of service at our site in good condition. Please inform your Bank details for RTGS payment. In case of foreign suppliers 100% payment will be made by way of wire transfer after receipt and acceptance of service to the satisfaction of CCMB User. However, in case of high value order payment by way of Letter of Credit can be considered as per request from the bidder.
 - 4.2 Bidder has to submit a **pre-receipted bill** in triplicate duly stamped along with a certificate mentioned below the details of their bank account for the purpose of payment.

The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.
 - 4.3 No advance payment shall be made for part of service under normal circumstances. CSIR-CCMB reserves the right to cancel the purchase order in case part service is not effected within the reasonable period or reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract.
5. **Taxes and Duties**
 - 5.1 For items offered from outside India, the supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies as well as banking charges imposed outside India.
 - 5.2 For items/services provided within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final delivery of item to CCMB.
 - 5.3 If any tax exemptions, reductions, allowances or privileges may be available to the supplier in India, the Purchaser shall make its best efforts to enable the supplier to benefit from any such tax savings to the maximum allowable extent under applicable law.
 - 5.4 **All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, GST TDS etc.) wherever applicable.** CSIR-CCMB GST No. is

36AAATC2716R3ZE.

5.5 It is informed that this Institute 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 14th November, 2017, as amended from time to time. This registration is valid till 31.08.2021. Currently, concessional GST Exemption Certificate not issued for service component.

5.6 Indian supplier shall furnish your PAN & GST Number etc. in your quotation for our records.

6. Liquidated Damages (LD) Clause for LATE DELIVERY OF SERVICE:

6.1 Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange within the delivery period mentioned in the order, unless extended with/without penalty, to provide ordered service at the discretion of CCMB.

6.2 Liquidated Damages (LD) Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price, at the discretion of the Competent Authority, CSIR- CCMB.

6.3 If the delivery of service is not done and due to that account the purchaser is forced to buy the service at your risk and cost from elsewhere, the loss or damage that may be sustained thereby will be recovered from the defaulting supplier/service provider.

6.4 All supplied items are subject to inspection and approval before acceptance. Service related warranty, if any, on completion of services shall be furnished along with the delivery of items, wherever applicable.

6.5 If the delay in the delivery of ordered items is attributable to the supplier exceeds agreed time period from the date of original agreed upon date of delivery and extended with/without penalty, the CSIR-Centre for Cellular & Molecular Biology (CCMB), Hyderabad shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers. The same rate of liquidated damages shall be applicable for late delivery of service.

7. AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:

In case there is involvement of an /Indian agent/representative in any form as mentioned at (b) below, an authority letter /copy of agreement from the principal manufacturer must be submitted with the quotation.

Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.

The details of all supplies/services involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per applicability. It may be noted that only the quoting

parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted prices, after receipt and completion of satisfactory services.

8. **INDIAN AGENT'S COMMISSION, if any:** If you have any Agents in India, please show specifically whether the amount of commission payable to them is included or excluded in the quoted price. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. The role played by the Indian Agents in rendering assistance to your customers in service component may also be specified, if possible.
9. **GUARANTEE/WARRANTY:** Please specify whether the service will carry warranty if so the period of warranty may be indicated.
10. **Country of Origin:** Please indicate Country of Origin and the country from which the Service Provider render the services, if applicable.
11. **Validity Period:** Your offer should be valid for **90 days** from the date of opening of quotations.
12. **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/Service Provider 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.

13. **Settlement of Disputes**

- 13.1 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.
- 13.2 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/Service Provider 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 services under the Contract.
- 13.3 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 **Delhi International Arbitration Centre (DIAC), New Delhi.**

(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.

13.4 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 Service Provider any monies due the Service Provider.

14. **Applicable Law**

14.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction from where the Purchase Order has been issued.

15. Conditional tender will not be accepted.

16. **Code of Integrity**

16.1 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.

16.2 **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;

16.3 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 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.

16.4. 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 F](#).

17. 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

17.1 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.

17.2 “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.

17.3 “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.

17.4 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.
- 17.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 17.6** 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-G**
- 18. As per Govt. of India procurement policies ,**
- a. The purchaser intends to give purchase preference to local suppliers* in terms of **“Make in India” Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of the Ministry of Commerce and Industry, Government of India, as amended from time to time, as on date of issue of tender . (Small value 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).**
 - b. There is **restriction on the eligibility of the foreign suppliers for item with estimated value upto 200 Crore**, as per instructions issued by the Govt. of India from time to time in this regard. The relaxation to invite Global Tender Enquiry (GTE) for spares of equipment from OEM extended vide Govt. of India, Ministry of Finance OM No. F/12/17/2019/PPD dt. 29th Oct., 2020 and provisions for inviting GTE for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. F.20/45/2020-PPD dt. 8th Jan., 2021 shall be applicable in the relevant cases as per instructions of the Govt. of India.

- 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 28th 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, DIIPT 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, DIIPT 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 DIIPT order dt. 04.06.2020, as amended from time to time as on date of publishing of Tender.

Verification of local content

- a. 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.

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, DIIPT 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. Please also refer to the Order No. P-45021/2/2017-B.E.-II dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India.

Our Imports are subject to the Import Policy of Government of India (Actual User condition, Non-Industrial R&D Institutions).

Director, CSIR-CCMB, Hyderabad reserves the right to reject any bid without assigning any reason thereof. The e-bid should be addressed to the Director, Centre for Cellular & Molecular Biology, Uppal Road, Hyderabad-500007, Telangana, India.

[Pratyush Kumar]
Stores & Purchase Officer
For and on behalf of CSIR

CHAPTER 2

FORMATS

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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, if any, in accordance with CCMB Purchase Order.
- (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]*

Page 1 of _____ pages

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

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".

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 item	Value of order	Date of completion of delivery of item as per Contract	Date of actual completion of delivery of item	Remarks indicating reasons for late delivery of item, if any	Has the item provided been accepted by the Purchaser satisfactorily? (Attach a certificate from the purchaser/Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the bidder

Place:

Date:

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____ Tender No. _____

1	2	3	4	5	6	7	8	9
Sl. No.	Description of item	Country of origin	Unit	Quantity	Unit Rate	Total price	GST & other taxes payable, if contract is awarded	Total Price

Note:

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

(b) Cost of Spares, if any

Total Bid price in foreign currency _____

in words _____

Signature of Bidder _____

Name _____

Business Address _____



PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)

Tender No: _____ Tender Date: _____
 Quotation No. _____ Date: _____ Quotation Valid Upto: _____

Country of Origin: _____			Currency: _____			
Sr.No.	Description of Item		Quantity	Unit	Rate	Amount
	Catalogue, Part/Model No.	Specifications				
1.	Item name					
2.	Required Essential Spares/Consumables (if any)					
3.	Essential Accessories (if any)					
4.	Additional Items					
			Total Ex-Works Price			
			(-) LESS: Discount ____ % (if any)			
			Net Ex-Works Price			
			(+ Packing & Forwarding Charges			
			(+ Inland Freight Charges			
			(INCO TERM): FOB / FCA _____ International Airport, _____ Country			
			(+ Freight upto Hyderabad & Insurance Charges			
			CIF / CIP HYDERABAD Price			
All Bank charges Inside India to CCMB account and Outside India to beneficiary's account						

SIGNATURE OF AUTHORISED PERSON

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 fulfils 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]

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

MANDATORRY

(Not applicable in case of GTE for Proprietary/Single Tender Enquiry)

Annexure-I

Format for Affidavit of Self Certification regarding Local Content in a R & D Equipment/ Items to be provided on Letter head

TENDER NUMBER: _____

Date: _____

I _____ S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification - Public procurement (preference to Make in India) Order No. P-45021/2/2017 - PP (BE-II) dated 16.09.2020

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-PP(B.E-II) dated 16.09.2020.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity):
- ii. Date on which this Certificate is issued
- iii. R &D Equipment for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, Insurance and Handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the R&D Equipment
- xii. List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii. List and cost of inputs which are imported, directly or indirectly

This is to certify that the information / details given above are true. If it is found at a later stage that any or all of the certification is found to be false or documents establishing value addition is not produced or insufficient I shall be liable for the false declaration. I shall co-operate with the nodal ministry or the procuring entity for verification of records establishing local content.

For and on behalf of (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Director / Partner / Proprietor)

NOTE: AUTHORISED SIGNATORY AS PER THE PPMI ORDER

Spares for Gallios Cell analyser in Flow Cytometry Facility

Sl.No.	Description	Qty
1.	Cat No.B38759, Gallios PM kit	01 No.
2.	Cat No.6807268, XL PL S Pickup Tube.	01 No.
3.	Cat No.B48359, ASSY, I/O Control 2.	02 Nos.
4.	Cat No. B79330, CBL ASSY MCLJ139.	01 No.

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

Sl. No.	Requirement of Tender	Compliance	Document Submitted
1.	Bid Form (Annexure A)	Yes/No	Yes/No
2.	Bidder Information Form (Annexure B)	Yes/No	Yes/No
3.	Manufacturers' Authorization Form (MAF) - (Annexure C)	Yes/No	Yes/No
4.	Performance Statement Form (Annexure D)	Yes/No	Yes/No
5.	PRICE SCHEDULE FORMS (Annexure E I or Annexure E II)	Yes/No	Yes/No
6.	Format of declaration of abiding by the code of integrity and conflict of interest (Annexure F)	Yes/No	Yes/No
7.	Format for declaration by the Bidder on Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the GFRs,2017 (Annexure G)	Yes/No	Yes/No
8.	Format for declaration by the Bidder for Reasonability of Prices (Annexure H)	Yes/No	Yes/No

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.