

वै.औ.अ.प. - केन्द्रीय कोशिकीय एवं आणविक जीवविज्ञान केन्द्र

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद) हब्सीगुड़ा, उप्पल रोड, हैदराबाद – 500007, तेलंगाना , भारत

CSIR - CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB)

(Council of Scientific and Industrial Research)

HABSHIGUDA, UPPAL ROAD, HYDERABAD 500007, TELANGANA, INDIA. दूरभाष / Tel: +91-40-27192681, ई पी बेक्स / EPABX:+ 91-4027160222 to 240

e-mail: spo@ccmb.res.in, spodk@ccmb.res.in



TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF "RENEWAL OF AMC FOR DELL POWEREDGE SERVER (10nos.)".

Contact Details

Stores & Purchase Officer
CSIR - Centre for Cellular & Molecular Biology
Council of Scientific & Industrial Research
Uppal Road, Hyderabad – 500 007 (Telangana) INDIA
Ph: +91-40-271602681 Fax: +91-40-27160996

E-Mails:, spo@ccmb.res.in & spodk@ccmb.res.in Website: http://www.ccmb.res.in

बोली-आमंत्रण / निविदाआमंत्रण सूचना INVITATION FOR BIDS / NIT

महोदय / महोदया, Sirs / Madam,

Sub: Request for bid for procurement of Renewal of AMC for Dell PowerEdge Server, (10Nos.) – Reg.

निदेशक, **सीएसआईआर** - **वै.औ.अ.प. - केन्द्रीय कोशिकीय एवं आणविक जीवविज्ञान केन्द्र** (सीएसआईआर- वै.औ.अ.प- के.को. एवं आ. जी. केन्द्र), हैदराबाद – ५०० ००७, तेलंगाना, भारत, इसमे इसके पश्चात 'क्रेता' के नाम से जाना जाएगा, नीचे सूची- बद्ध मदों के क्रय के लिए इच्छुक है।

कृपया दिनांक 06/08/2021 को 13.00 <mark>घंटे (भा.मा.स.)</mark> को या इससे https://etenders.gov.in पर ऑनलाईन कोटेशन जमा करें।

Director, CSIR - CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB), TELANGANA-500 007, INDIA herein after called as the 'Purchaser' is interested in the purchase of below mentioned material (s). Kindly submit quotation online at https://etenders.gov.in on or before 13.00 (IST) on 06/08/2021.

क्रमांक	सामग्री-विवरण	मात्रा
SI. No.	Description of items	Quantity
	Renewal of AMC for Dell PowerEdge Server (10 Nos.)	
1.	Dell PowerEdge 2970- 06 Nos. HY67V1S, 1Z67V1S, JY67V1S, 2Z67V1S,	06 Nos.
	3Z67V1S, 1TZQW1S.	0.4.51
2.	Dell PowerEdge 6950- 04 Nos. 686FP1S, 3WJDP1S, 2WJDP1S, 586FP1S.	04 Nos.
	(Specification and details as per Annexure – X)	

Last Date for submission:	06/08/2021 को 13.00 घंटे(भा.मा.स) तक 06/08/2021 up to 13.00 hrs. (IST)
बोली खोले जाने की तारीख	07/08/2021, 14.30 घंटे(भा.मा.स) 07/08/2021, 14.30 Hrs. (IST)

CRITICAL DATE SHEET

क्रमांक	प्रक्रम / Stage	दिनांक और समय /Date & Time
SI. No.		
1.	प्रकाशन का दिनांक और समय	23/07/2021 -17.00 hrs IST
	Publish Date & Time	
2.	दस्तावेज डाउनलोड का प्रारंभ दिनांकऔर समय	23/07/2021 17.15 hrs IST
	Document Download Start Date & Time	
3.	संदेह / सवाल पूछने कीअंतिम दिनांक और समय	लागू नहीं / NOT APPLICABLE
	Last Date & time for receipt of queries	
4.	बोलीपूर्व सम्मेलन, यदि हो तो	लाग् नहीं / NOT APPLICABLE
	Pre-bid Conference, if any	
5.	बोली जमा करने की प्रारंभिक दिनांक और समय	23/07/2021 17.30 hrs IST
	Bid Submission Start Date & time	
6.	बोली जमा करने की अंतिम दिनांक और समय	06/08/2021 13.00 hrs IST
	Bid Submission End Date & Time	
7.	बोली खोले जाने की दिनांकऔर समय	07/08/2021 —14.30 hrs IST
	Bid Opening Date & Time	

क्रय योजना की संभावित समयावधि /

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

क्रमांक/	प्रक्रम/	संभावित समय सीमा/
SI. No	Stage	Tentative Time Frame
1.	बोली खोले जाने की दिनांक	07/08/2021 14.30 hrs IST
	Date of Bid Opening	
2.	बोली के मूल्यांकन समाप्ति की दिनांक	07/08/2021 hrs IST + 45 Days
	Date of Completion of Bid Evaluation	
3.	अधिनिर्णय की अधिसूचना	07/08/2021 hrs IST + 90 Days
	Notification of Award	

निबंधन और शर्तें TERMS AND CONDITIONS

1. निविदा क्रेता द्वारा दिये गए प्रपत्र में ही होना चाहिए और शोधन और कांट-छांट से मुक्त होना चाहिए।अपिरहार्य शोधन / कांट-छांट होने पर, वह ठीक से साक्ष्यांकित होना चाहिए। ऐसा न होने पर कोटेशन माननीय नहीं होगा।हस्तिलिखित कोटेशन मान्य नहीं होगा।

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. आपकी **बोलियाँ**

It may kindly be noted that your Bid should

एकल बोली होनी चाहिए / द्वि पद्धति होनी चाहिए

be in Single BID System / Two BID System

'बोली प्रतिभूति सुरक्षा' के बदले "बोली सुरक्षा घोषणा" संलग्न की जानी चाहिए ।

Accompany "Bid Securing Declaration" in place of 'Bid Security'.

आपके पक्ष में अनुबंध होने पर, _____ के आश्वस्तिकाल के पश्चात दो महीने की अवधि के लिए, आपके द्वारा निष्पादन बैंक प्रत्याभूति जमा करनी होगी।(लागू नहीं)

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**)

- 3. बोलियां जमा करने की निम्नविधियाँ होंगी:
 - सभी बोलियां केवलऑनलाइन https://etenders.gov.in/ द्वारा प्रस्तुत की जाएंगी। The mode of submission of tender will be as follows:
 - All bids to be submitted online only through https://etenders.gov.in/ only.
- 4. निविदा की स्वीकृति वै.औ.अ.प- के.को. एवं आ. जी. केन्द्र , हैदराबाद , भारत के सक्षम प्राधिकारी की होगी, जो की निम्नतम निविदा की स्वीकृति के लिए बाध्य नहीं होगा और बिना कोई कारण बताए सभी या किसी को भी अस्वीकृत करने या आंशिक रूप से स्वीकृत करने का अधिकार रखता है।

The acceptance of the quotation will rest with the competent authority of **CSIR-CCMB**, **Hyderabad**, **Telangana**, **India** 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. बोली में बताई गई **कीमतें निवल** होनी चाहिए और कोटेशन खोले जाने की तारीक से न्यूनतम **९०दिनों** के लिए वैध होनी चाहिए।

Price quoted should be **net** and valid for a minimum period of **90 days** from the date of opening of the quotation.

6. यह ध्यान दिया जाए कि सशर्त / बिना हस्ताक्षर किए गए निविदाओं पर विचार नहीं किया जाएगा। It may be noted that Conditional / Unsigned tenders shall not be considered.

7. बोली दाता द्वारा https://etenders.gov.in / निविदा दस्तावेज में दिए गए प्रपत्रानुसार **मूल्य अनूसूची** प्रस्तुत करना होगा।

The bidder must submit the applicable **Price Schedule** Form as Annexed to the BOQ in etenders.gov.in / Tender Document.

8. निविदा के साथ समय सम्पूर्ण विनिर्देश के साथ निर्माता का नाम व पता दिया जाना चाहिए।जहाँ भी लागू हो साहित्य / ब्रोशर / पेम्फ्लेट / तकनीकी डाटा शीट / ड्राइंग संलग्न होने चाहिए।

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.

9. उद्धृत मूल्य, इंकायरी मे उल्लिखित इकाई मे ही होनी चाहिए।कोटेशन अन्य इकाई मे दी जाने पर, दोनो इकाईयों के बीच के संबंध भी बतायें। मात्रात्मक छूट, यदि हो तो उल्लिखित करें। मदों को हमारे निवदा के लिए निवेदनानुसार क्रमांकित कर उद्धृत करें।

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.उन मामलों में जहाँ अभिकर्ता उनके प्रमुख विदेशी निर्माताओं कीओर से उद्धरण कर रहे हैं (यदि वो भारत सरकार की 'मेक इन इंडिया' की श्रेणी। या श्रेणी॥ के आपूर्तिकर्ता की शर्तों को पूरा करते हैं), एक अभिकर्ता दो या उससे अधिक निर्माताओं का प्रतिनिधित्व नहीं कर सकते या उनकी ओर से किसी एक टेंडर इंकायरी मे उद्धरण नहीं कर सकते। एक निर्माता केवल एकअभिकर्ता / डीलर को प्राधिकृत कर सकता है। एक ही वस्तु के लिए निम्न से मात्रक बोली की जा सकती है:
 - अ. विदेशी निर्माता स्वयं या अपनी ओर से एक अभिकर्ता; या
 - आ. अभिकर्ता किसी एक प्रमुख की ओर से

In cases of Agents quoting on behalf of their foreign manufacturers (if they fulfil the requirements of Class I or Class II supplier under 'Make in India" of the Govt. of India), 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 for the same item:

- a. The foreign manufacturer directly or through one Indian agent on his behalf; or
- b. Indian / foreign Agent on behalf of only one principal.
- 11.यदि बोली दाता विदेशी निर्माताओं का भारतीय अभिकर्ता है, तो निम्नलिखित निर्देशों का अनुपालन आवश्यक है –
 - 1. **बोली की मुद्रा** आवश्यक रूप से **भारतीय रुपया** होनी चाहिए।
 - 2. बोली दाता 'मेक इन इंडिया' के संबंध में वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार के दिनांक १६ सितंबर, २०२० की आदेश संख्या P-45021/2/2017-PP (BE-II) की शर्तों को निविदा जारी होने की तिथि तक समय समय पर किए गए संशोधनों के साथ आवश्यक रूप से पूरा करता हो।

3. बोली दाता 'मेक इन इंडिया' के संबंध में उद्योग संवर्धन एवं आंतरिक व्यापार विभाग, वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार के दिनांक **२४ अगस्त , २०२० की आदेश संख्या No.P-45021/112/2020-PP(BE-II)(E-43780)** शर्तों को निविदा जारी होने की तिथि तक समय समय पर किए गए संशोधनों के साथ पूरा करता हो।

If bidder is Indian agent of foreign principal, the following instructions shall be complied -

- 1. Currency of the Quote essentially be Indian Rupee only.
- 2. 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.
- 3. Bidder shall be complying with **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.
- 12.यह प्रयोगशाला / संस्थान, वैज्ञानिक वैज्ञानिक अनुसंधान विभाग, भारत सरकार, से पंजीकृत है और १४नवम्बर २०१७ को दिनांकित अधिसूचना संख्या ४७/२०१७- एकीकृत कर (दर) और ४५/२०१७- केन्द्रीयकर (दर) और २३.०७.१९९६ को दिनांकित अधिसूचना संख्या ५१/९६-सीमाशुल्क के अन्तर्गत अधिसूचना संख्या ५४/२००२ के माध्यम से रियायती सीमाशुल्क, व.से.क। और के.व.से.क. उदग्राहय होगा। (लागू नहीं)

This Lab/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. (NOT APPLICABLE)

- 13. प्रेषण / ढुलाई का माध्यम हवाई /सामुद्रिक / रेल / **सड़क** ही होगा।
 The mode of dispatch/transportation of the items must be by Air/ Sea/ Rail/ Road only.
- 14.मदों की आपूर्ति के लिए जरूरी **सुपुर्दगी अवधि** का कोटेशन में **निरपवाद** उल्लेख होना चाहिए।ऑर्डर दिए जाने पर प्रस्तुत सुपुर्दगी अवधि का सख्ती से पालन करना होगा।

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.

- 15.देरी के लिए परिनिर्धारित नुकसानी धारा : निविदा दस्तावेज में **अनुबंध की सामान्य शर्तों** के अनुबंध (जी. सी.) की धारा २.२७अनुसार
 - **Liquidated Damages** Clause for delays: as per **Clause 2.27** of **General Conditions of Contract** (GCC) in the tender document.
- 16.यदि आपूर्ति समय पर न हो और इस वजह से आपके जोखिम पर क्रेता अन्य कहीं से सामग्री खरीदने के लिए बाध्य होता / होनेपर, जो हानि और नुकसान होगी, उसे दोषी विक्रेता से बरामद किया जाएगा।
 - 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.

- 17.सभी आपूर्तियाँ स्वीकृति से पूर्व निरीक्षण और अनुमोदन पर आश्रित है। जहाँ कहीं भी लागू हो निर्माता कीआश्वस्ति प्रमाणपत्र और निर्माता / सरकारअनुमोदित प्रयोगशाला की निरीक्षण प्रमाणपत्र आपूर्ति के साथ प्रस्तुत करें।
 - 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.
- 18. लागू नियम / अधिनियम / कानून के प्रावधानअनुसार **आयकर / व.से.क**. के ऊपर **स्त्रोत पर कर** कटौती वसूला जाएगा। **IT / GST TDS** would be recovered as per applicable rule / regulations / provisions of law.
- 19.कृपया कोटेशन में अपना **परमानेंट अकाउंट नंबर (पी. ए. एन.)** और **व.से.क. संख्या,** आदि का उल्लेख करें। Kindly furnish your **Permanent Account No.(PAN) & GST Number**, etc. in your quotation for our records.
- 20.हमारी भुगतान की सामान्य शर्तें जी.सी.सी. एवं एस.सी.सी. में उल्लिखित हैं। Our normal payment terms are as mentioned in **G.C.C** and **S.C.C.**
- 21.इस निविदा से सम्बन्धित सभी विवाद केवल स्थानीय **हैदराबाद क्षेत्राधिकार** की अदालतों में सुलझाए जाएंगे। विवरण अ.सा.श के धारा **२.३२** मे उपलब्ध है।
 - All disputes related to this tender shall be settled in the local courts of **HYDERABAD** Jurisdiction only. Details available under clause **2.32** of **GCC** as given in tender document.
- 22.निविदा की शर्तें (अधोमुख पर मुद्रित), यदि कोई हो, या निविदा के संग भेजी गई हो तो, हम पर बाध्यकारी नहीं होगी।

Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender **shall not be binding** on us.

उपरोक्त सभी अनुदेश और हमारे सामान्य निबंधन और शर्तों का अनुपालन करना होगा जिसके न होने परआपका प्रस्ताव अस्वीकार किया जा सकता है।

All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.

- 23.'क्रेता' भारत सरकार की निम्नलिखित खरीद अधिमान नीतियों के अनुसार निविदा की वस्तुओं / सामग्री के क्रय में आवश्यक रूप से प्राथमिकता देगा -
 - 1. 'मेक इन इंडिया' के संबंध में वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार, के दिनांक १६ सितंबर, २०२० की आदेश संख्या P-45021/2/2017-PP (BE-II), निविदा जारी होने की तिथि तक समय समय पर किए गए संशोधनों के साथ।
 - 2. सूक्ष्म एवं लघु उपक्रमों द्वारा विनिर्मित वस्तुओं / सामग्री हेतु 2012 के एम.एस. ई. आदेश, निविदा जारी होने की तिथि तक समय समय पर किए गए संशोधनों के साथ ।

The 'Purchaser' intends to necessarily give purchase preference in terms of the following procurement policies of the Government of India –

1. As per "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 notice.

- 2. Products / goods manufactured by Micro and Small Enterprises as per MSE order 2012 as amended from time to time, as on date of issue of tender notice.
- 24. भंडार एवं क्रय प्रभाग से उद्भवित, आम निविदा / सीमित निविदा/ आम सीमित निविदा/ एकल निविदा पर लागू बोलीदाताओं के लिए निर्देश, अनुबंध की सामान्य शर्तें (यदि इस दस्तावेज से सलगन न हो तो) , टेंडर शीर्ष के तहत हमारे वेबसाइट http://www.ccmb.res.in पर या टेंडर दस्तावेज पर देख सकते हैं।

"Instruction to Bidders, General Conditions of Contract applicable to Open Tenders/Limited tenders/ OPEN Limited Tender/ Single Tender originating from S&P division along with different formats can be viewed on our website http://www.ccmb.res.in under the head tenders or in Tender document, if same are not attached to this document).

भंडार एवं क्रयअधिकारी STORES AND PURCHASE OFFICER

Chapter - I

INSTRUCTIONS TO BIDDER (ITB)

<u>ON</u>

ELIGIBILITY/QUALIFICATION CRITERIA AND IMPORTANT TERMS & CONDITIONS

- Eligible Bidders This Invitation for Bids is open to all suppliers in India subject to Para 24 of the terms and conditions and bidder must comply with "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 notice with applicable exemption.
- 2. A **supplier or bidder** shall be considered to be from a country
 - i. The entity is incorporated in that country, **or**
 - ii. A majority of its shareholding or effective control of the entity is exercised from that country; or
 - iii. More than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 3. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 4. Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.
- 5. The bidders who have been temporarily **suspended or removed** from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.
- 6. Bidders shall satisfy the requirements of a Class I Local supplier and Class II Local supplier issued in pursuance of 'Make in India' policy vide 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. Bidder may please refer said order dated 16th September, 2020 for further details.

'Local content' means the amount of value added in India, which shall, unless otherwise prescribed by Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom 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, meets the minimum local content as prescribed for 'Class-I local supplier' in the said order dated 16th September, 2020.

'Class - Il Local supplier' - means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II

local supplier' but less than that prescribed for 'Class-I local supplier' under said order dated 16th September, 2020.

'Non – Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

Note-Bidder is required to indicate percentage of local content and provide self-certification the items offered meet the local content requirement for 'Class – I Local Supplier' /'Class – II Local Supplier' as the case may be. Further, the bidders shall also give details of the location(s) at which the local value addition is made. Only 'Class – I Local Supplier' /'Class – II Local Supplier' as defined under said "Make in India" order dated 16.09.2020 shall be eligible to submit offers. Hence, offers from 'Non – Local Supplier' or products not complying with the requirement of Class I Local supplier and Class II Local supplier shall not be considered. However, notwithstanding anything

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 cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the 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. Decisions 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.
- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two

years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.
 - ii. On a periodical basis such cases are consolidated and a centralized list of decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
- Note: 1.Exemption for small purchases: Exemption will be provided for procurement where estimated value of procurement is less than Rs. 5.00 Lakh in terms of 'Make in India' policy notified vide 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. Bidders in their own interest may please refer the said order dated 16.09.2020 for further details to ascertain their eligibility.
 - Bidder quoting for any item with value more than the existing threshold of exemption limit of **Rs. 05.00 Lakh (Five Lakh) and above** shall mandatorily provide a Certificate on "Local Content" in terms of said order dated 16.09.2020 as prescribed format at **Annexure VI.**
- 7. Requirement of Registration Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer (Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India)

Bidder from a country which **shares a land border with India** will be eligible to bid in this tender only subject to strict compliance of said order dated 23.07.2020, as amended from time to time, as briefly enumerated below-

- 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 i.e. **Registration**Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
- II. "Bidder" (including the term 'tenderer',' consultant' or' service provider' in certain contexts) means any person or firm or company, including any member of a consortium or

joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

- III. Bidder from a country which shares a land border with India "for the purpose of above order/ this tender means:
 - a. An entity incorporated, established or registered in such a country; or
 - 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:
 - a. 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 shareholder's agreements or voting agreements;
- b. 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;
- c. 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.
- d. 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;
- e. 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 mandatorily required to submit the prescribed Certificate in Annexure - III.

8. Instructions for Online Bid Submission

- 8.1 The bidders are required to submit soft copies of their bids electronically through the CPPP, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP Portal. More information useful for submitting online bids on the CPPP Portal may be obtained at: https://etender.gov.in/eprocure/app.
- 8.2 <u>Bidder</u> should take into account any corrigendum published on the tender document before submitting their bids.
- 8.3 Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 8.4 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 8.5 Tenderers are advised to follow the instructions provided in the Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal(CPPP) for e-Procurement at https://etender.gov.in/eprocure/app. Any queries pertaining to the process of online bid submission or queries relating to CPPP Portal in general may be directed to the 24x7 CPPP Portal Helpdesk.
- 8.6 Any queries pertaining to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority to e-mail id spo@ccmb.res.in or the relevant contact person indicated in the tender.
- 9. OEM / Authorized Dealer / Agents of Supplier/Dealers: Except in case of Commercially-Off-The-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the Manufacturer's Authorization Form (MAF) and also manufacturer's confirmation of extending the required warranty for that product. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer.

In case of large contracts, especially capital equipment, the manufacturer's authorization must be insisted upon on a tender specific basis, not general authorization / dealership, by so declaring in the bid documents clearly. – Not applicable in this case.

10. Evaluation of the bids

- 10.1 The evaluation of the bids shall be done based on requirement of CSIR-CCMB, Hyderabad and any decision taken by CSIR-CCMB into the matter will be final and binding.
- 10.2 The bids which are incomplete, not in conformity with the terms & conditions of the bid, conditional bids and unsigned bids shall be rejected as non-responsive without any further evaluation.
- 10.3 Bids not supported by the eligibility criteria shall be summarily rejected.
- 10.4 Bidders may be called for discussion /clarification/ further discount before the finalisation of rate contract, if considered necessary by CSIR-CCMB.
- 11.EMD: Please note that NO EMD is applicable for this Tender. In specified cases "Bid Security Declaration' need to be furnished in the prescribed format.
- 12. **PRICE:** The prices quoted must include the prices of goods up to warehouse/ site of CSIR-CCMB, Hyderabad inclusive of freight, insurance up to CCMB, charges for dry ice or any incidental charges.
- 13. Warranty Supplied goods must be provided warranty for a period of N/A from the date of delivery and successful installation at CCMB site. (Not applicable in case spares, consumables, etc., unless specified otherwise).

14. Delivery

- 14.1 The ordered items must be delivered at CSIR-CCMB, Hyderabad as specified in the purchase order within a period of FOUR (04) Weeks from the date of issue of purchase order. Supplies are normally accepted on all working days from 10:30 AM to 5:00 PM except on Saturday, Sunday and other public holidays. In case of deviation in delivery timeline due to any specific issue in an individual case, the bidder must seek prior written approval of CCMB to extend the same, failing which LD may be invoked for such delayed delivery and PO itself can be cancelled at the discretion of CCMB.
- 14.2 Extension of Delivery Period: Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. If at any time during performance of the Contract, the supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the supplier shall promptly notify the Purchaser in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damage, in which case the extension shall be ratified by the parties by amendment of the Contract. Except as provided under the Force Majeure Clause, a delay the supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause unless an extension of time is agreed upon pursuant to above clause without the application of liquidated damages clause.
- 15. Late Delivery (LD) Clause The material must be supplied within stipulated delivery period/validity of supply date. In case of delay in supply from the side of supplier, a Late Delivery (LD) charge of 0.5 (zero point five) per cent of order value per week of delay subject to a maximum of 10 (ten) per

cent shall be levied in cases where ordered goods are delayed beyond the schedule delivery period. Beyond this the Supply Order is liable to be treated as cancelled at the discretion of Director CCMB. It may however be noted that Force Majeure clause is acceptable to us. Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the firm. LD shall not apply in case the extension is approved by the Competent Authority, CCMB.

16. Payment – Payment to supplies will be made on Bill Basis after supply, subject to acceptance by CCMB user. Normally 100% payment against a **pre-receipted bill** in triplicate (duly stamped) should be made within 30 days after receipt of materials if found in order, in quality and in quantity. Supplies shall be made promptly within the delivery schedule. No advance payment shall be made for part supplies under normal circumstances.

All the bidders are requested to furnish the following details in your letter head with signature and also cancelled cheque for authenticity along with your bid for making e-payment (RTGS/NEFT)

- i. 11 digit core banking Account Number
- ii. Type of Account (Saving / Current)
- iii. Name of Account Holder
- iv. Name of Bank & Branch
- v. IFSC Code Number
- vi. MICR Number
- 17. It is informed that CSIR-CCMB, Hyderabad is eligible to issue Goods and Service Tax Certificate to pay GST at concessional rate for its R&D procurement on demand as per GOI notifications Nos. 51/96 Customs dt. 23/7/1996, No. 28/2003- Customs dt. 01.03.2003, No. 43/2017 Customs dt. 30/6/2017 & No. 47/2017- Integrated Tax (Rate) dt. 14.11.17, No. 10/2018- Integrated Tax (Rate) dt. 25/01/2018 and Notification No. 45/2017 Central Tax (Rate) dt. 14/11/2017, Notification No. 45/2017 Union Territory Tax (Rate) dt. 14/11/2017 and No. 9/2018- Central Tax (Rate) Dt. 25/01/2018 and No. 9/2018- Union Territory Tax (Rate) Dt. 25/01/2018, as amended from time to time as per approval conveyed Govt. of India, DSIR vide letter No. TU/V/RG-CDE (191)/2016, dt. 07/05/2018.

NOTE- Concessional Customs Duty Certificate shall not be issued for proposed as the eligibility of participation in bidding process is restricted to 'Class-I Local Supplier' and 'Class-II Local Supplier' only, as defined under the related to "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 to offer products complying with stipulated requirements. The bidder must specify whether products offered completely satisfy the norms of 'Class-I Local Supplier' and 'Class-II Local Supplier', as defined under the said order dated 16th September, 2020, as per applicability in case of offered product.

- 18.TDS /TCS will be deducted as per applicable statutory provisions as per instructions issued by the Govt. from time to time. CSIR-CCMB GST No. is 36AATC2716R3ZE.
- 19. Prices shall be quoted in Indian Rupees only. Bids in currency other than Indian Rupee (INR) will be REJECTED summarily / ab initio as UNRESPONSIVE.

20. Due Date for submission & Opening of tender:

The tender must be submitted online in <u>Central Public Procurement Portal (CPPP)</u> on or before 06th August, 2021 by 13.00 Hrs. through Link: https://etenders.gov.in. The tenders will be opened /downloaded on 07th August 2021 by 14.30 Hrs.

- 21. The critical dates are as per the CPPP system generated date sheet. Bids must be received by the Purchaser online not later than the time and date specified in invitation for bids / https://etenders.gov.in.
- 22. Vague terms like "packing forwarding transportation etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. Such tender shall be treated as incomplete and rejected.
- 23. <u>REASONABILITY OF PRICES:</u> The bidder is requested to quote the best possible discounted prices. In case of Single Tender/ Proprietary items a "Certificate on Reasonableness of offered price" shall be submitted in the prescribed format.
- 24. Bid validity The bid has to be valid for 90 days from the date of opening.
- 25. Conditional tender shall not be accepted.
- 26. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing in **advance** before the due date of opening. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the Purchaser https://ccmb.res.in and on https://etenders.gov.in/ and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.
- 27. The bidders shall bear all costs associated with the preparation and submission of its bid, and "The Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The bidding documents are available to bidders for **download** as indicated in the Invitation for Bids/NIT, **free of cost.**
- 28. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in **English** language only.
- 29. It will be the responsibility of the manufacturer/vendor/supplier to arrange the demonstration of the offered equipment at their cost, if desired by CSIR-CCMB, failing which their offer will be considered as non-responsive and non-compliance to the terms and conditions of the tender document. Such demonstration, if arranged by the vendor on CCMB's request, must establish the technical specifications and parameters of the tendered technical specifications of CSIR-CCMB for the acceptance of their offer (applicable for equipment only).

30. Purchase Preference Policy in respect of MSEs

The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies, as amended from time to time, as on date of publication of tender to help inclusive national economic growth by providing long term support to "Micro and Small Enterprises (MSEs)" and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

A bidder in the category of 'Micro and Small Enterprises' (to be supported by valid documents – to be uploaded along with technical bid), qualifying for price-bid and quoting price within price band of **L1+15** percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise shall be allowed to supply up to 25 percent of the total tendered value (ratio of non-MSME and MSME will be 80:20).

Within this 25% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 25 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

In case more than one such Micro and Small Enterprise, the supply shall be shared proportionately.

In case the items are not divisible, then the **MSE** quoting price within price band **L1 + 15**% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.

If the lowest is MSME then the entire order will be finalized on L1.

The benefit/ relaxation to MSEs (including SC/ST/Women entrepreneurs) shall be extended as per policy of the Govt. of India as on date of e-publishing of tenders in CPPP. Bidders in their own interest may visit the website of the Govt. of India for further details.

- 31. MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under
 - (a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
 - (c) In case of Private Limited Companies, at least 51%(fifty-one percent) share shall be held by SC/ST promoters.

It will be sole responsibility of the bidders to submit required documents is support of any of their claim under MSE policy of the Govt. of India for consideration and evaluation of bid accordingly.

- 32. Purchase Preference Policy in respect of 'Make in India' Subject to the provisions of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and to any other specific instructions issued by the Nodal Ministry or in pursuance of this Order as on date of issue of this tender enquiry, Purchase preference shall be given to all "Class I and Class II local suppliers" in all procurements undertaken by the purchaser in the following manner:
 - a) Where the purchaser has restricted the eligibility of suppliers to **Indian suppliers only** as per **Para 24** of the invitation to bid

- b) In the procurements of goods or works, which are covered by para 3(b) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- In the procurements of goods or works, which are covered by para 3(b) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier as well as 'Non-local supplier', as per following procedure.
 - i. Among all qualified bids. the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier fails to match the L1 price, the Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
 - (e) Margin of Purchase Preference will be as per **Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India

- 33. The bidder shall furnish, as part of its bid, documents like Manufacturers' Authorization Form (MAF), 'Make in India' local content declaration, MSE Certificate, Land Border Registration Certificate, PAN, GST Certificate and other relevant documents as per applicability in order to establish the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 34. Purchaser shall compare all **substantially responsive bids** to determine the lowest valuated bid.
- 35. The bids shall be evaluated on the basis of **final landing cost** which shall be arrived as under:
 - i. The price of the goods quoted **ex-works** including **all taxes** already paid.
 - ii. **GST and other taxes**, if any which will be payable on the goods if the contract is awarded.
 - iii. Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
 - iv. Wherever applicable, the cost towards the **installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training** including any incidental services, if any.
- 36. There is **no provision to purchase optional items**. The **specifications** embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.
- 37. There is no provision to purchase optional items. The specifications embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.
- 38. The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

39. Preliminary Examination

- 39.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without proper Certificate in case the items fall under the restricted list of the current EXIM/Foreign Trade Policy shall be treated as non-responsive and rejected summarily.
- 39.2 The Purchaser shall examine the bids to confirm that all documents and technical documentation as requested in ITB have been provided, and to determine the completeness of each document submitted.
- 39.3 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be summarily rejected.
 - a. Bid Form and Price Schedule, in accordance with ITB.
 - b. All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points for which bidders should exercise due diligence, for which a tender may be <u>declared as unresponsive</u> and to be ignored, during the initial scrutiny:

- i. The Bid is unsigned.
- ii. The Bidder is not eligible.
- iii. The Bid validity is shorter than the required period.
- iv. The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer (Not applicable in case of Commercially-Off-The-Shelf (COTS) items).
- v. Bidder has not agreed to give the required performance security.
- vi. The goods quoted are sub-standard, not meeting the required specification etc.
- vii. Against the schedule of Requirement (incorporated in the tender enquiry), the renderer has not quoted for the entire requirement as specified in that schedule.
- viii. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.
- ix. Bid Security Declaration Form is not submitted as per the Terms & Conditions of the tender enquiry (if Bid Securing Declaration is applicable in a case).
- x. Non-submission of certified copy for Local Content for Local Supplier and Certificate for MSEs and declaration of debarment during last three years by any organization including CSIR Labs/ Instts.
- xi. Bidder shall undertake that they will provide the uninterrupted after sales services during the warranty period.
- xii. If bidder declines/ refuses to furnish duly signed Code of Integrity & Conflict of Interest.

Any other certificate as specified under eligibility criteria, technical specification and terms & conditions of the CCMB's Tender Enquiry.

- 40. A bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and / or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as follows:
 - i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
 - ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
 - iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
 - iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;

- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

41. Code of Integrity

A. 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.

B. 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;
- "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;
- "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:

C. 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.

D. 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:
 - 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 - IV.

42. Settlement of Disputes

- 42.1 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.
- 42.2 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 may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 42.3 The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

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 settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. All such disputes or difference shall be **referred to Delhi International Arbitration Centre (DIAC), New Delhi** for arbitration. The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract.

42.4 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 Supplier any monies due the Supplier at the discretion	
	of Director, CCMB	

- 43. All disputes are subject to applicable Indian law and jurisdiction of competent local court at **Hyderabad, Telangana, India,** only.
- 44. Normally, no condition of the tender shall be relaxed. However, the Director, CSIR-CCMB may relax any of the conditions of the tender in the best interest of the Institute in exceptional cases depending upon the merits of the case. The Director, CSIR-CCMB reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof.

(PRATYUSH KUMAR) Stores & Purchase Officer

Annexure-I

Bidder Information Form (Mandatory)

(a) [The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to this format shall be permitted and no substitutions shall be accepted. This should be done on 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 [insert bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended country of registration]
04.	Bidder's Year of Registration: [insert bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert bidder's legal address in country of registration]
06.	Bidder's authorised representative information Name: [insert authorised representative's name] Address: [insert authorised representative's address] Telephone/Fax numbers: [insert authorised representative's telephone/fax numbers] Email Address: [insert authorised representative's email address]
07.	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder	
Name	_
Business Address	

On the letter head of the firm submitting the Bid Document (Mandatory)

Ric	d Form	Annexure-II
Tender No.	<u> </u>	
То		
The Director, CSIR – Centre for Cellular & Molecular Biology, Uppal Road, Hyderabad-500007.		
Ref: CSIR- CCMB Tender Ref. No	dated	2020.
Sir,		
I/We have examined and have no reservations to	the Bidding Do	ocuments, including Addenda, if any.
Having examined the bidding documents, I/we, supply of goods and services in conformity with t	_	
I/We hereby offer to supply the Goods at the pric	es and rates m	entioned in our price list/CD/DVD.
I/We offer the following category of items under been attached. We also confirm that the price list.1. Name of the Manufacturer(s)		· · · · · · · · · · · · · · · · · · ·
 Make / Brand(s) Agreeing for liquidated damages / Penalty Delivery Period Validity Period 	: y clause : :	YES / NO
6. Agreeing for Payment terms:		100% on Bill basis within 30 days after satisfactory receipt of material in good condition
 Furnished RC Clients list (PO copies) Manufacturer/ Bidder should enclose A. GST Registration Certificate B. PAN No. C. Profile of the firm & Client list 		YES/NO
9. Compliance with National/International Single 10. If Dealer, then authorization letter from Mind 11. Rate contract copies with other Research 12. Bank Details for e-payment. a) Name of the Vendor /Account holder b) Name of the Bank and Branch c) Bank Account No d) Type of Account e) Address of the Branch	anufacturer:	
 13.a) Agree for free delivery at CSIR-CCM b) Discount from Manufacturer (Must c) Any further discount from dealer (r 	t be stated):	YES / NO % on NDP/ List Price :% on NDP/ List Price

14	.Supply through (Tick eith	ner a or b)	
	a) Directb) Authorized dealer:	: Name Address	
		Phone NoE-mail	
A.	•		acceptance of our bid, the supply of rice list and that we shall perform all the
B.	The prices quoted are in	clusive of all charges net for I	Free delivery at CSIR – CCMB, Hyderabac
C.		•	ays from the date fixed for opening of the communication of acceptance within that
D.		d and understood the terms to supply as per these terms	and conditions of the bid document and and conditions.
E.	I/We understand that you that you may receive.	ou are not bound to accept t	he lowest evaluated bid or any other bic
F.	Certified that the bidder A Sole proprietorship fir constituted attorney of s	m and the person signing thole proprietor.	ne bid document is the sole proprietor /
	authority to refer to arbit		eument is a partner of the firm and he has be business of the partnership by virtue of er of attorney.
	A company and the perso	on signing the bid document is	the constituted attorney.
by the	person authorised to sign	n the bid document.)	eletions should invariably be duly attested
	•	until a formal notification of a itute a binding contract betw	ward, this bid, together with your written een us.
Dated	thisday of	2020	Signature of Piddo
Detail	s of enclosures	Full Address Telephone No. e-mail COMPANY SEAL	Signature of Bidder : : :

Annexure-III

(Mandatory)

Format for declaration by the Bidder on

Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the Genera 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 undertake that "I have read the clause country which shares a land border with or, if from such a country, has been regible bidder fulfils all requirements in this region. [Where applicable, evidence or contents in the cont	e regarding restriction India; I hereby certify stered with the Comp Fard and is eligible to	ons on procurement that this bidder is n petent Authority. I he be considered.	t from a bidder of a ot from such country ereby certify that this
attached]"			
Thanking you,			
			Yours sincerely,
			Signature
		(Name of the A	Authorized Signatory) Company Seal

Annexure-IV

(Mandatory)

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. N	No:	Date	
To,			
Habsi	ctor, R-Centre for Cellular & Molecular Biology (CCMB), siguda, Uppal Road, erabad- 500007, India		
Sir,			
	With reference to your Tender No are that we shall abide by the Code of Integrity for O of ITB of your Tender document and have no co	or Public Procurement	
during	The details of any previous transgressions of t ng the last three years or of being debarred by ar		
	a b c		
contra	We undertake that we shall be liable for ravention of this code.	any punitive action i	n case of transgression/
	Thanking you,		
			Yours sincerely,
		(Name o	Signature f the Authorized Signatory) Company Seal

Annexure-V

(Mandatory in Single Tender/ Proprietary Cases) 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 that the price/s offered vide reasonable.	Tender No our Quotation No	dated	dated _	_ I/We hereby certify is
We further certify that tand we have not quoted the so other customer or Govt./ CSIR				
Further, we maximum of discount offered to any other of	discount on NDP prices houstomer or Govt./ CSIR of		which is n	ot less than
Thanking you,		Your	s sincerel	у,
		(Name of the A	gnature Authorized pany Seal	

Annexure-VI

(Mandatory for Bid of Rs. Five (05.00) Lakh and above)

Format for Self Certification by "Class I Supplier or Class II supplier" regarding Local Content

(To be provided by the supplier on letter head duly signed by the authorized signatory along with seal of the firm. In case procurement value in excess of 10 Crore, Class I Supplier or Class II supplier is required to provide Certificate issued by Statutory auditor or Cost Auditor of the Company. Mandatory in all cases except wherever exemption in terms of Make in India' policy order notified by the Govt. of India vide Order No. P-45021/2/2017-PP (BE-II), dated 16th September, 2020 is available.)

		Date:		
I	S/o, D/o, W/o	, Resident o		
		do hereby solemnl		
affirm and declare as unde	er:			

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 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. Equipment/Consumables 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

Further, with reference to above parameters read with provisions of Make in India' policy order
notified by the Govt. of India vide Order No. P-45021/2/2017-PP (BE-II), dated 16th September, 2020
it is certified that for supply of R&D consumables offered under RC against tender under reference my
firm satisfy the requirement of 'Class -I Local Supplier' /'Class - II Local Supplier' (retain, as
applicable) as with domestic value addition of% or more.
Cignoturo
Signature For and an habilit of (Name of firm (antity)
For and on behalf of (Name of firm/entity) Authorized signatory (To be duly authorized by the Board of Director/Firm)
Authorized signatory (To be duly authorized by the Board of Director/Tilling
Date:
Place:

Annexure-VII

Manufacturer's Authorisation Form (If Applicable)

[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,[insert date of signing]
The technical and commercial deviations should be indicated separately.
\checkmark 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:

Annexure-VIII

(Applicable only where EMD to be submitted) Bid-Securing Declaration Form

Date: _____

Bid No To (Director, CSIR-CCMB, Uppal Road, Habshiguda, Hyderabad 500007, TS, India)					
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 he 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)

Annexure-IX

<u>Price Schedule Form</u> PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder Tender No							 				
1	2	3	4	5	6	7	8	9	10	11	12
SI. 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	Packing & forwarding up to station of dispatch if any	Charges for inland transportation, insurance up to Lab. / Instt.by air/road/rail (retain one only)	Total Price	Installation, Commissioning and training charges, if any
1.											
2.											
	e: The cost of Al Cost of Spare	_	shall be	e indicated	d separately	in wo Signa	ords	der			
Business Address											

Note: The bidder may fill in the appropriate Price Schedule Form.

Annexure-X

Detailed Specification

Essential Pre-qualifications as on bid calling date

- 1. The bidder should have at least one Service Centre in Hyderabad, Telangana State with 24x7 support.
- Minimum 3 Dell Certified service engineers should be available for service and repairs during the contract execution. Details of the service center with minimum 3 service engineers should be submitted in Technical bid.

S. No	District	Full Address of service center	Contact person with phone No.	No. of support engineers and their details: Name, Qualification and Experience
A	В	С	С	D
1.				
2.				

- 3. The bidders should have experience in maintenance and AMC Services of Servers (minimum 10 nos. or more) for any Central Govt./State Gove./PSUs in the last 3 Financial years. PO's and service reports to be attached.
- 4. The bidder should have financial cumulative turnover of minimum Rs.10 crores or above in the last 3 financial years.
- 5. The bidder should submit audited balance sheets / CA certificate in the Technical bid.
- 6. AMC to be considered from 09-11-2021.

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

SI. No.	Requirement of Tender	Compliance	Document Submitted
1.	Bidder Information Form	Yes/No	Yes/NA
2.	Bid Form	Yes/No	Yes/NA
3.	Bidder Declaration under Rule 144 (xi) on Non-applicability of Exclusion from Restrictions	Yes/No	Yes/NA
4.	Bidder Declaration on Code of Integrity	Yes/No	Yes/NA
5.	Bidder declaration on Reasonability of Prices (Mandatory in Single Tender / Proprietary Cases)	Yes/No	Yes/NA
6.	Self-declaration by the Bidder regarding Class I Supplier or Class II Supplier	Yes/No	Yes/NA
7.	Manufacturers Authorization Form	Yes/No	Yes/NA
8.	Bid Securing Declaration (Applicable only where EMD to be submitted)	Yes/No	Yes/NA
9.	Price Schedule Form	Yes/No	Yes/NA

BIDDERS IN THEIR OWN INTEREST ARE ADVISED TO PLEASE VISIT DOE / DIPP WEBSITES AND OTHER WEBSITES OF THE GOVT. OF INDIA FOR DETAILS OF ORDERS/ NOTIFICATIONS RELATED TO 'MAKE IN INDIA', 'MSEs', ETC. AND RELATED SUBSEQUENT AMENDMENTS ISSUED FROM TIME TO TIME, AS MADE APPLICABLE ON DATE OF ISSUE OF THIS TENDER NOTICE AND PREVAIL.

Please refer to -

Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-BE-II Dated: 16th September, 2020 of the Govt. of India and subsequent amendments made from time to time.