

TENDER ENQUIRY REF. NO. 1102/040119/1574/ITES



**CSIR - CENTRE FOR CELLULAR & MOLECULAR
BIOLOGY**

UPPAL ROAD, HYDERABAD (TELANGANA) INDIA – 500 007

**BID DOCUMENT
FOR LIMITED/ LIMITED OPEN TENDER**

(Multi Currency Bid)

ITEM DESCRIPTION

**SUPPLY OF ARUBA 3810M 48 Gig POE+
SWITCH, ETC.**

EMD: NIL

Buyer's Contact Reference

**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, 2687 Fax: +91-40-27160996

E-Mail: spo@ccmb.res.in

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

LIMITED / LIMITED OPEN TENDER INVITATION

Director, CSIR-CCMB, Hyderabad (TELANGANA), India invites *online* offers from reputed Original Equipment Manufacturers (OEM), their authorized distributors and Indian agents of foreign principals, if any, for submitting their Quotation under Single Bid System for the supply/installation/commissioning of the following scientific equipment:

S.No.	Equipment	File No.	Bid Type	EMD Amount (Rs.)
1.	Aruba 3810M 48 Gig POE+ switch (JL074A).Aruba X372, 54V DC, 680W power Supply. Qty.01 No.	1102/040119/1574/ITES	SINGLE BID SYSTEM (Multi CURRENCY)	NIL
2.	HP Procure 10 GbE (HPE X 131 10G X2 Transceivers) Fiber Modules X2-SC LR optic (J8437A) for HP procure 3500yl and 2900 series switches. Qty.04 Nos.			

PLEASE REFER TO THE DETAILED SPECIFICATIONS, ESSENTIAL FEATURES, RELATED ACCESSORIES AND IMPORTANT CONDITIONS / CLAUSES OF THE **"SUPPLY OF Aruba 3810M 48 Gig POE+ SWITCH"** ETC:

IMPORTANT NOTE, DATES & TIME	
Last Date & Time For Submission of Bids	January 28, 2019 at 13.00 hrs.
Date / Time of Opening of Bids	January 29, 2019 at 14.30 hrs.
Venue of Bid Opening	CCMB ONLINE
Tenders to be submitted	ON LINE only through webportal https://etenders.gov.in

IMPORTANT NOTE:

- PLEASE **STRICTLY ADHERE TO THE DATES / TIMES** MENTIONED IN THIS DOCUMENT
- PLEASE FILL & ENCLOSE THE BRIEF SUMMARY OF QUOTATION & CHECKLIST PROVIDED WITH THIS DOCUMENT & ENCLOSE WITH YOUR BID (WITH PRICE BID IN CASE OF TWO BID SYSTEM). **OFFERS WITHOUT THIS SHALL BE SUMMARILY REJECTED** EITHER AT TECHNICAL OR PRICE BID OPENING STAGE AS THE CASE MAY BE.
- Bids shall be submitted only using this web portal <https://etenders.gov.in>, failing which it will be rejected.

(Dharmendra Kumar)
Stores & Purchase Officer

Terms & Conditions

1. Kindly quote **ONLY** in INR (Rupees) or foreign currency like USD (\$), Euro (€), Yen (¥), GBP (£) etc., wherever possible. The validity of the offer should not be less than **90** days.
2. **For imported items, mention the price of the goods on FCA/FOB basis.** The comparison of bids will be done on FOB/FCA basis. Notwithstanding obligations under latest applicable INCOTERMS FCA terms, those quoting FCA rates shall have to bear export country transportation, warehousing, and processing charges and reimburse the same to the associate of our freight forwarder in the exporting country. **CIF/CIP rates** for shipping items up to **Hyderabad Airport/ ICD (India)** preferably through AIR INDIA should also be mentioned. If facility of Air-India is not available in your country, specific intimation to this effect should be mentioned in your Pro-forma Invoice. Items to be shipped are to be Packed, Marked & Labeled as per international norms. Small individual boxes must be **palletized** for easy handling & movement. Therefore , state packing/ forwarding/ documentation charges etc. (each one) separately, if applicable. **Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete. Please also indicate approximate shipment (packed) weight & dimensions of the item quoted by you.** Order shall normally be placed on **FOB/FCA basis**, but Director CCMB reserves the right to place the order on **CIF/CIP** basis also.
3. **Payment-For indigenous** supplies, payment will be made by Account payee cheque only, **after** receipt of the stores in good condition. For **Imports** only LC or wire transfer payment terms after receipt of material shall be accepted. Sight draft or Documents against Payment terms will not be accepted. LC charges outside India will be borne by the supplier. **Advance payment terms** will not be accepted.
4. **Indicate the percentage of Indian Agency Commission (IAC), which shall be payable in Indian Rupees directly by us to your Authorized Indian Agent. In case the quotation is submitted by Indian Agent, the same must be accompanied by valid authorization letter from principals.**
5. One Indian Agent of the foreign supplier cannot represent two foreign principals or quote on their behalf for the same item in a single tender.
6. If the items are not covered under Open General License (OGL) of applicable EXIM POLICY, the same may also be mentioned clearly to obtain prior Special Import License (SIL) from DGFT; otherwise demurrage accrued due to delay in the clearance of consignment will be your responsibility.
7. **Specifications** are basic essence of the product. It must be ensured that the offers are as per our specifications. Merely copying our specifications shall not make firms eligible for consideration. A quotation has to be supported with the printed technical literature (wherever applicable and available like in case of scientific items, misc. IT/Office products) and the specifications mentioned in the quotation must be reflected/ supported by such printed literature. Quoted/tendered item specifications should invariably be highlighted in the leaflet/literature for easy reference. **Please also make and attach with your quotation the technical compliance sheet as per the format given in Annexure I for proper evaluation of bid at our end.** In the event of any ambiguity/confusion on account of item specification/description, the offer may be **rejected** without giving the quoting firm any opportunity for clarification/negotiation. Accordingly technically unsuitable offers, offers not confirming to tender schedule or offers from defaulters etc. will also be rejected. However, Purchaser may waive any minor informality/deviation in specifications, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
8. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and Conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Pricing, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be a material deviation. If a bid is not substantially responsive, it will be rejected summarily.

9. Please ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to CSIR Labs/Institutes and other Government Organization. Copy of the latest price list/ PO for the quoted item, applicable in India, shall be enclosed with your offer for reference.
10. Enclose with your offer a certificate that the equipment is of **latest technology** and will not become obsolete soon and accessories & spare parts will be supplied as and when required. It may be confirmed that essential spare parts of this equipment are available in India with your Indian Agent along with the Engineer for after sale service of the equipment. **Please also specify the time period required for installation of the equipment after its receipt at CCMB is notified to you.**
11. The **PRICE Bid/ Bill of Quantity (BOQ)** must mention the prices of **all essential items** asked for individually and then summed up at last i.e. package deal for all items which are essential for the system as per our tender. Optional items asked for can be submitted separately in the PRICE Bid. However, the lowest technically responsive Bid will be decided on the basis of essential technical specifications only.
12. If required, we may ask for the Inspection Report related to the value or packing condition etc. to be provided by the Agency nominated by us charges for which will have to be borne by you.
13. Pre-installation requisites (electrical/floor/space/air-conditioning etc.) if any should invariably be mentioned clearly. Installation/ Training will be the full responsibility of the supplier/ Indian Agent.
14. If any short-shipment etc. is noticed, the same will be arranged immediately with all charges to this effect to be borne by supplier/Indian agent.
15. **In case of indigenous supplies**, the goods should be insured against theft, loss or breakage during transit and insurance charges should not exceed 1% of the cost of material supplied, the rates of GST, etc. (as applicable) should be clearly indicated.
16. Bidders may please take a note that CSIR-CCMB is registered with Department of Scientific & Industrial Research (DSIR) as Public Funded Research Institution for the purpose of availing Custom Duty exemptions in terms of Govt. Notifications No. 51/96-Customs dt. 23.07.1996 and No. 43/2017- Customs dt. 30.06.2017 and eligible for payment of GST for its R&D procurement in terms of Govt. Notifications No. 45//2017-Central Tax (Rate) and No. 47/2017- Integrated Tax (Rate) dt. 14.11.2017, as amended from time to time.
17. TDS/TCS, if applicable, will be deducted as per applicable statutory norms prescribed by the Govt.
18. Bidders may please take a note of CCMB GST No: **36AAATC2716R3ZE**.
19. **L D Clause:** In case of supply order for the SCIENTIFIC EQUIPMENTS/ APPARATUS, the date of delivery should be strictly adhered to otherwise the Director, CCMB reserves the right not to accept delivery in part or full and claim liquidated damages of 1% per week subject to maximum of 10% of the total value of supply order.
20. **Printed conditions of the quotation shall not be binding on CCMB.** Quotation must be clearly written or typed without any cutting or over-writing. All cutting/over-writings must be initialed and stamped.
21. **Warranty:** The complete System of “**Supply of Aruba 3810M 48 Gig POE+ SWITCH**” should carry a comprehensive **warranty** period of at least **Three years** from date of successful installation. Therefore, Warranty/Guarantee period should be mentioned clearly in the offer. Please also quote tentative Annual Maintenance Charges (both AMC & CMC) as % age of FOB value, if any, for next 5 years, after warranty/Guarantee period is over for reference.
22. If the vendor has supplied identical or similar equipment to other CSIR Labs/ Instt., the details of such supplies for the preceding three years shall be given together with the prices eventually or finally paid.
23. Provide the **List of users** in India, particularly CSIR Laboratories, along with their complete address including fax, e-mail etc. Also enclose performance certificate, if available.
24. Conditional tenders/discounts etc. shall not be accepted. Rates quoted **without attached conditions** (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining *inter-se* position. The Director CCMB however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

25. The acceptance of the quotation/offer will rest with the Director, CCMB, 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, or to waive off any condition without assigning any reason.
26. **Jurisdiction:** All disputes will be subject to Indian Laws and local court at **Hyderabad** only.
27. **Arbitration:** All disputes arising out of this contract shall be referred to the sole arbitration of the Director General of Council of Scientific & Industrial Research (CSIR) and Secretary, Department of Scientific & Industrial Research (DSIR), Govt. of India or his nominee, who is overall controlling authority of this laboratory as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be HYDERABAD (INDIA) only.
28. Director, CSIR-CCMB, Hyderabad reserves the right to reject any bid without assigning any reason thereof.

Sd/-
[Dharmendra Kumar]
Stores & Purchase Officer

ANNEXURE I

(To be enclosed in a similar format along with the offer)

TECHNICAL COMPLIANCE SHEET FORMAT

ITEM NAME Aruba 3810M 48 Gig POE+ SWITCH			
S.No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation If any

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

ANNEXURE II

(To be enclosed in a similar format along with the offer)

DETAILS OF SERVICE SUPPORT

Address of Service Centre	Phone/Fax/Email	Office Hours	Service Facilities

BRIEF SUMMARY OF QUOTATION & CHECKLIST (Enclose with Price Bid)

(Information provided in this sheet shall not to be used for evaluation/comparison purpose)

*(Please Fill It Up. **DON'T Write** 'AS PER QUOTATION' / 'PLEASE REFER TO OUR OFFER' etc.)*

Write NA for Entries (10 – 14 Below) Which Are Not Relevant in Case of Indigenous (or INR) Items

Quotation Ref. No.		Date	
01	Name of the Item (Equipment / System etc.)		
02	Main Item Model NUMBER		
03	Total FCA/FOB Value Of The Offered Package (Inclusive of Indian Agency Commission, if any)		
04	Insurance & Airfreight Charges		
05	CIF / CIP Value Of The Package or FOR CCMB value (for indigenous items)		
06	Payment Terms (Refer to our terms) <i>(Conditional Payment Terms Will NOT Be Accepted)</i>		
07	Delivery Time (Weeks/Months)		
08	Warranty (Months/Years)		
09	Validity of Quotation (Days/Months)		
10	Product Import Code* (ITC HS Code / HSN Code of the item / main item) (Please consult any Export / Import / Customs Agent or ITC Handbook or GST Guidelines, if required)		
11	Country of Origin (product)		
12	Port(s) of Shipment		
13	Approx. Shipment Wt. (Chargeable Wt.) of the Item (kg)		
14	Approx. Dimensions (LXBW)/ Vol. of The Packed Consignment		

We have read and understood the tender terms and conditions. The undersigned is competent to sign the tender document including this page on behalf of the quoting firm.

Date

(Name, Designation with
Signature and Company Seal)