



CSIR - CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB)

UPPAL ROAD, HYDERABAD- 500 007

(TELANGANA) INDIA

BID DOCUMENT

FOR

PROPRIETARY/SINGLE TENDER

ITEM DESCRIPTION:

BRUKER NMR SPECTROMETER LABSCAPE HELIUM CONTRACT

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

Stores & Purchase Officer

CSIR - Centre for Cellular & Molecular Biology(CCMB)

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

Tender Enq. No.	2310/060619/1205/MISC	Date	11.06.2019
Manufacturer/Supplier		Indian Office Dealer/ Distributor	
		M/s Bruker India Scientific Pvt, Ltd, No.3, Dayasagar, Gokuldham, Goregaon East Mumbai – 400063	
E-mail		E-mail	vincent.raja@bruker.com

CHAPTER – I: PROPRIETARY/SINGLE TENDER

CSIR-CCMB is an internationally acclaimed research Centre of CSIR situated in Hyderabad. Director, CSIR-CCMB, Hyderabad (TELANGANA), India invites original Equipment Manufacturer, their Authorized Distributor and Indian agent of Foreign Principals, if any, to submit **ONLINE** bids under **SINGLE BID System (Technical Bid & Financial / Price Bid together)** through Central Public Procurement Portal (CPPP) (URL:<https://etenders.gov.in/>) only for the supply, installation and commissioning of the following item/s:

Sl. No.	Name of Equipment	Qty.	File No.	Bid Type	EMD
1.	Labscape Helium Contract for two numbers of AV 600 MHz NMR Spectrometers from 01.06.2019 to 31.05.2020	800 Ltrs	2310/060619/1205 /MISC	SINGLE BID SYSTEM	NA

PLEASE REFER TO THE DETAILED SPECIFICATIONS AND IMPORTANT CLAUSES / TERMS & CONDITIONS AT THE END OF THIS TENDER DOCUMENT.

Critical Date Sheet	
Publishing Date & Time	11/06/2019
Start of Online Submission of Bids	11/06/2019
Last Date & Time For Online Submission of Bids	17/06/2019 (Up to 13.00 Hrs.)
Date / Time of Opening of Technical Bid cum PRICE BID (SINGLE BID SYSTEM)	18/06/2019 (14.30 Hrs. onwards)
Mode of submission of Bid	<p>e-procurement Bids ONLY THROUGH ONLINE ON THE Central Public Procurement Portal of ETENDERS: (WEB LINK: https://etenders.gov.in)</p> <p>HARD COPIES OF QUOTATIONS WILL NOT BE ACCEPTED BY CCMB</p>

1. **E-Bids** are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Central Public Procurement (CPP) portal of the Government of India i.e. <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-CCMB Website, <http://www.ccmb.res.in> for information. However, the submission of e-Bids will be only through the CPP e-Tender portal <https://etenders.gov.in>. **Bids will not be accepted in any other form.**

2. For participation in e-procurement all bidders (including foreign bidders) need to enrol themselves on the Central Public Procurement Portal (URL:<https://etenders.gov.in>) which will be free of cost. For further information kindly refer "Bidder Manual Kit" in the said portal.

3. Only enrolled/registered bidders with the above said portal shall be allowed to participate in the e-tendering process.

4. In case of Indian Agents quoting on behalf of their Foreign Principal, the following documents are required to be submitted along with Technical Bid :

- a. A self-certified copy of the agency agreement between the Principal and the Agent.
- b. Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign Principal or Associates. Accordingly, all prospective bidders are hereby requested to comply with the aforesaid guidelines.

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

6. IMPORTANT NOTE:

i. KINDLY ENCLOSE COPIES OF PURCHASE ORDERS OF SAME/SIMILAR ITEMS (EVEN IF MODEL NUMBER / ACCESSORIES DIFFER) THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.

ii. IF NO SAME/SIMILAR EQUIPMENT HAS BEEN SUPPLIED TO ANY GOVERNMENT INSTITUTES/ UNIVERSITIES/CSIR INSTITUTES IN PARTICULAR DURING THE LAST 03 YEARS, PLEASE PROVIDE AN UNDERTAKING STATING 'WE CERTIFY THAT NEITHER WE NOR OUR PRINCIPALS (WHEREVER APPLICABLE) HAS SOLD SAME / SIMILAR ITEM TO ANY GOVERNMENT INSTITUTES / UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR'.

iii. **REASONABILITY OF PRICES:**

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

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

7. The address for obtaining further information:

STORES & PURCHASE OFFICER,
CSIR-CCMB, Habsiguda,
Uppal Road,
Hyderabad - 500007, India.

Tel # : 00 91 40 2719 2681

Fax #: 00 91 40 2716 0252

Email: spo@ccmb.res.in

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

Sd/-

(Dharmendra Kumar)
Stores & Purchase Officer

Terms & Conditions

1. Price: The Price shall be quoted in FOB value up to International Gateway Airport of the Shipping Country. The price should also include all charges up to the Board/Air Cargo. Please also indicate approximate packing and handling charges and freight and insurance charges for C.I.F., Hyderabad, India.

2. Delivery Schedule: The delivery period is the essence of the supply hence it must be indicated specifically in the quotation. **Tentative size and weight of consignment** may also be indicated in the quotation.

3. Reasonability of Prices:

- a) Please quote **best minimum prices** applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices.
- b) A certificate should be given to the effect that the quoted prices are the minimum and they have **not quoted** the same item on lesser rates than those being offered to CCMB to any other customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.

4. Payment Terms: 100% wire transfer payment will be made after receipt and acceptance of materials in good working condition.

5. PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:

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

In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order/FOB value will be charged for delayed period.

If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the Centre for Cellular & Molecular Biology, Hyderabad shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.

The same rate of penalty shall be applicable for late installation of the equipment/instrument also.

6. AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:

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

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

The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.

7. INDIAN AGENT'S COMMISSION, if any: If you have any Agents in India, please show specifically whether the amount of commission payable to them is included or excluded in the FOB Price. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. The role played by the Indian Agents in rendering assistance to your customers may also be specified, if possible. **The Indian Agents should submit a certified copy of the Agency agreement between the foreign principals and the Indian Agent. Further, Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principals or associates.**

8. GUARANTEE/WARRANTY: Please specify whether the material will carry warranty if so the period of warranty may be indicated.

9. Country of Origin: Please indicate Country of Origin and the country from which the material will be finally shipped.

10. Validity Period: Your offer should be valid for 90 days from the date of opening of quotations.

11. FORCE MAJEURE: The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12. DISPUTE SETTLEMENT: 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).

13. Conditional tender will not be accepted.

14. This institute is registered with Department of Scientific & Industrial Research (DSIR) for the purpose of availing customs duty exemption in terms of Government Notification No.51/96-Customs dated 23rd July 1996 and Central Excise Exemption in terms of Government Notification No. 10/97-Central Excise dated 1st March 1997 as amended from time to time. This registration is valid till 31.08.2016.

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

The quotation should be addressed to the Director, Centre for Cellular & Molecular Biology, Uppal Road, Hyderabad-500007, Telangana, India.

**[Dharmendra Kumar]
Stores & Purchase Officer**