#### TENDER ENQUIRY REF. NO. 4557/070720/1669/CH



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

#### **BID DOCUMENT**

**FOR** 

SINGLE TENDER ENQUIRY (PROPRIETARY)

#### **ITEM DESCRIPTION:**

COVID-19 PCR KIT (LAB GUN), QUANTITY: 1x1000

**Stores & Purchase Officer** 

CSIR - Centre for Cellular & Molecular Biology(CCMB)

Uppal Road, Habshiguda, Hyderabad – 500 007 (TELANGANA) INDIA

Ph: +91-40-271602681, 2687 Fax: +91-40-27160252

E-Mail: spo@ccmb.res.in

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

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

Tender E	nq. No.	4557/070720/1669/CH	Date	10/07/2020
Manufacturer/Supplier		Indian Office / Dealer/ Distributor		
M/s Siemens Healthineers				
5-9-19, 4th, 5th Floor, Saifabad,				
Opposite to Secretariat,				
Hyderabad 500 004, TELANGANA, INDIA				
E-mail:	Vikram.	chauhan@siemens-healthineers.com	E-mail:	

#### 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 / Chemicals / Fine Chemicals / Reagents / Antibodies Manufacturer, their Authorized Distributor and Indian agent of Foreign Principals, if any, to submit bid under SINGLE BID System (Technical Bid & Financial / Price Bid together) through e-mail followed by submission of hard copy of Quotation by Courier / Speed Post to CCMB for the supply, installation and commissioning of the following item/s:

S. N	lo. Cat. No. / Description of item	Qty.	File No.	Bid Type	<b>EMD</b>
1	Product Code: COVID-19 PCR KIT	1 x 1000	4557/070720/	SINGLE BID	NA
	COVID-19 PCR KIT (LAB GUN) /		1669/CH	SYSTEM	
	COVID-19 REAGENT				

#### SPECIFICATIONS FOR THE COVID 19 KIT

- 1. Assay contains a two-tube assay for two Target genes **E Gene and RdRp gene** for confirmation (as recommended by WHO).
- 2. Compatible with Realtime PCR having FAM, Cy5 and HEX/VIC dye compatibility.
- 3. Kit contains Specific primers and **Taqman probes** for E gene and RdRp gene, Internal control, Reaction buffer and Positive control.
- 4. Limit of detection 100 copies at 95% confidence interval, with 10 copies as lowest limit of detection

Critical Date Sheet	
Tender floating Date:	10/07/2020 (through e-mail)
Start of Submission of Bid:	IMMEDIATE BY RETURN MAIL (SPO@CCMB.RES.IN &
	SPODK@CCMB.RES.IN)
Last Date & Time For Online Submission of	NOT APPLICABLE – IMMEDIATE BY E-MAIL
Bid:	
Date / Time of Opening of Technical Bid cum	NOT APPLICABLE
PRICE BID (SINGLE BID SYSTEM)	
Mode of submission of Bid	Bid / Quotation should be submitted through email
	(spo@ccmb.res.in / spodk@ccmb.res.in) followed by hard
	copy of Quotation to be sent by Post addressed to Stores &
	Purchase Officer, CSIR-CCMB, Uppal Road, Hyderabad
	500007, TS, INDIA

1. Quotation is invited through e-mail on <a href="mailto:spo@ccmb.res.in">spo@ccmb.res.in</a> followed by submission of hard copy of the quotation in person or By Speed Post /Courier to CCMB.

- 2. 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 <u>'WE CERTIFY THAT NEITHER WE NOR OUR PRINCIPALS (WHEREVER APPLICABLE) HAS SOLD SAME / SIMILAR ITEM TO ANY GOVERNMENT INSTITUTES / UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR'.</u>

#### 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 For and on behalf of CSIR

#### **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 <u>not</u> **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% through Cheque / RTGS 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 CSIR-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. Moreover, they should have registered with DGSD, Parliament Street, New Delhi. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. Please note that the Agency Commission will not be admitted for payment unless the Indian Agents provide their DGSD Registration Number on their Agency Commission Bill. The role played by the Indian Agents in rendering assistance to your customers may also be specified, if possible. The enlistment for Indian Agents with DGS&D is mandatory. In case not registered, the Indian Agent shall immediately apply for DGS&D Enlistment and submit a copy of receipt with an undertaking that they already applied for it and their application has not been rejected as on date. Beyond 31st December, 2016, DGS&D Enlistment is mandatory.
- 8. **INTEGRATION, INSTALLATION & COMMISSIONING** (NOT APPLICABLE): The complete installation, integration and commissioning of supplied items will be the sole responsibility of ........
- 9. TRAINING (NOT APPLICABLE):
  - (1) After successful installation and integration and commissioning of the supplied items, the supplier will give complete demonstration and on-site operational training to CCMB's users without any additional cost.
  - (2) Further, Maintenance and Service Training for two persons covering extensive repair and troubleshooting concept required for upkeep of the System shall also be provided within INDIA by ......
- 10. **GUARANTEE/WARRANTY** (*NOT APPLICABLE*): Please specify whether the material will carry warranty if so the period of warranty may be indicated.
- 11. **Country of Origin:** Please indicate Country of Origin and the country from which the material will be finally shipped.
- 12. Validity Period: Your offer should be valid for 90 days from the date of opening of quotations.
- 13.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.

14. DISPUTE SETTLEMENT: If any dispute or difference arises between the 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 differences shall be referred to Delhi International Arbitration Centre (DIAC), New Delhi.

- 15. Conditional tender will not be accepted.
- 16. This institute is registered with Department of Scientific & Industrial Research (DSIR) for the purposes of availing Customs Duty exemptions in terms of Government Notification No.51/96-Customs dated 23rd July 1996, Notification No. 28/2003-Customs dated 01.03.2003, Notification No. 43/2017-Customs dated 30.06.2017 & Notification No. 47/2017-Integrated Tax (Rate) dated 14.11.2017, Notification No. 10/2018-Integrated Tax (Rate) dated 25.01.2018 and Notification No.45/2017-Central Tax (Rate) dated 14.11.2017, Notification No. 45/2017 Union Territory Tax (Rate) dated 14.11.2017 & Notification No.9/2018-Central Tax (Rate) dated 25.01.2018, Notification No. 9/2018-Union Territory Tax (Rate) dated 25.01.2018, as amended from time to time for research purposes only. This registration is valid till 31.08.2021.
- 17. Applicable Law & Jurisdiction: All disputes in pursuance of this Tender Enquiry will be governed by applicable laws of India and subject to the jurisdiction of the competent local court at Hyderabad, India.

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

### Format for declaration by the Bidder for Code of Integrity & conflict of interest (Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

#### (On the Letter Head of the Bidder)

Ref. No:		Da	ate	
То,				
(Name & address of the Purchaser)				
Sir,				
With reference to your Tender declare that we shall abide by the Co 1.3.0 of ITB of your Tender documen	r No ode of Integrity for P t and have no confl	dated ublic Procuremen ict of interest.	I/We he t as mentioned under Par	reby ′a
The details of any previous tr during the last three years or of bein				untry
а				
b				
c We undertake that we sha contravention of this code.	ıll be liable for a	ny punitive actio	n in case of transgres	sion/
Thanking you,				
			Yours sincerely,	
		(Nan	Signature ne of the Authorized Signa Company Seal	atory)

## Format for declaration by the Bidder for Reasonability of Prices (On the Letter Head of the Bidder)

Ref.No:	Date
To,	
	_
(Alasas Carlabas and Carlas Davids and	<del>-</del>
(Name & address of the Purchaser	)
O:	
Sir,	
With reference to your Tender	No. 4557/070720/1669/CH dated
10/07/2020, I/We Hereby certify t	that the price/s offered vide our
Quotation No	dated
is ro	easonable.
We further certify that the quot	ted prices are the minimum and we have
not quoted the same item/s on les	ser rates than those being offered to
CCMB, to any other customers.	
Thanking you,	
	Yours sincerely,
	Signature
	(Name of the Authorized Signatory) Company Seal

