



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

**BID DOCUMENT**

FOR

SINGLE TENDER ENQUIRY

ITEM DESCRIPTION:

**RENEWAL OF ANNUAL MAINTENANCE CONTRACT FOR IBM  
X M3 SERVERS FOR A PERIOD OF 03 YEARS**

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

Stores & Purchase officer

CSIR - Centre for Cellular & Molecular Biology(CCMB)

Uppal Road, Hyderabad - 500 007 (TELANGANA) INDIA

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

E-Mail: [bdg@ccmb.res.in](mailto:bdg@ccmb.res.in) & [abs@ccmb.res.in](mailto:abs@ccmb.res.in)

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

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

Tender Enq. No.	4760/260820/ITES/MISC	Date	05/10/2020
Service Provider	Indian Office / Dealer/ Distributor		
M/s Frontier Business Systems Private Limited 6-3-866/A/B, Mekins Maheswari Mayank Plaza, 6 <sup>th</sup> Floor, Greenlands, Begumpet Hyderabad 500016, TS, INDIA	M/s Frontier Business Private Limited Woodhead Centre, # 23, Sivaganga Road, Nungambakkam, CHENNAI 600034, TAMILNADU, INDIA		
E-mail:	<a href="mailto:sujeethra@frontier.in">sujeethra@frontier.in</a>	E-mail	

**CHAPTER: 1 PROPRIETARY/SINGLE TENDER**

CSIR-CCMB is an internationally acclaimed research Centre of CSIR situated in Hyderabad.

Director, CSIR-CCMB, Hyderabad (TELANGANA), India invites original Service Provider, 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 following services:

Sl. No.	Name of Equipment	Qty.	File No.	Bid Type	EMD
1.	Renewal of Annual Maintenance Contract for the following IBM X M3 Servers (5 Nos.) for a period of 03 years:				
	1. Model No. MTM7945-1TM, SL.NO. 99T4749	1	4760/260820/ITES/ MISC	SINGLE BID SYSTEM	N/A
	2. Model No. MTM7945-1TM, SL.NO. 99T4568	1			
	3. Model No. MTM7945-1TM, SL.NO. 99T4704	1			
	4. Model No. MTM7945-1TM, SL.NO. 99T4713	1			
	5. Model No. MTM7945-1TM, SL.NO. 99T4646	1			
	AMC Period: 20.10.2020 TO 19.10.2023				

**Critical Date Sheet**

Publishing Date & Time	05/10/2020
Start of Online Submission of Bids	05/10/2020
Last Date & Time For Online Submission of Bids	12/10/2020 (Up to 13.00 Hrs.)
Date / Time of Opening of Technical Bid cum PRICE BID (SINGLE BID SYSTEM)	13/10/2020 (From 14.30 Hrs. onwards)

Mode of submission of Bid	<b>e-procurement Bids ONLY THROUGH ONLINE ON THE Central Public Procurement Portal of ETENDERS: (WEB LINK: <a href="https://etenders.gov.in">https://etenders.gov.in</a> )</b> <b>HARD COPIES OF QUOTATIONS WILL NOT BE ACCEPTED BY CCMB</b>
---------------------------	---

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, Bidder / Service Provider will be required to submit a declaration in terms of attached Annexure-E. Further, item / service (full or in part) is sourced from a foreign bidder, the requirement of “**Make in India**” Policy needs to be fulfilled with respect to norms of local content, unless specific exemption is obtained from Competent Authority.
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 SERVICE THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.
- ii. IF NO SAME/SIMILAR SERVICE 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 SERVICE 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-Centre for Cellular & Molecular Biology (CCMB),**

**Uppal Road, Habsiguda,**

**Hyderabad - 500007, Telangana, India.**

**Tel #: 00 91 40 2719 2681 Fax #: 00 91 40 2716 0310**

**Email: [spo@ccmb.res.in](mailto:spo@ccmb.res.in)**

**Website: <https://www.ccmb.res.in>**

**Sd/-**

**Dharmendra Kumar**

**Stores & Purchase Officer**

**CSIR-Centre for Cellular & Molecular Biology**

**For and on behalf of CSIR**

## TERMS & CONDITIONS

1. **Price:** Indian suppliers shall quote price on for CCMB Stores/ site basis. In case of foreign supplier, the Price shall be quoted on onsite basis. The price should also include any other charges.
2. **Delivery Schedule:** The delivery period is the essence of the supplies, hence, it must be indicated specifically in the quotation.
3. **Reasonability of Prices:**
  - a) Please quote **best minimum prices** applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices.
  - b) A certificate should be given to the effect that the quoted prices are the minimum and they have **not quoted** the same item on lesser rates than those being offered to CCMB to any other customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.
4. **Payment**
  - 4.1 For Indigenous supplier our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of service at our site in good condition. Please inform your Bank details for RTGS payment. In case of foreign suppliers 100% payment will be made by way of wire transfer after receipt and acceptance of service to the satisfaction of CCMB User.
  - 4.2 Bidder has to submit a **pre-receipted bill** in triplicate duly stamped along with a certificate mentioned below the details of their bank account for the purpose of payment.

*The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.*
  - 4.3 No advance payment shall be made for part of service under normal circumstances. CSIR-CCMB reserves the right to cancel the purchase order in case part service is not effected within the reasonable period or reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract.
5. **Taxes and Duties**
  - 5.1 For services provided from outside India, the Supplier/Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
  - 5.2 For supplies / services provided within India, the Supplier/Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final delivery of supplies / services to CCMB.
  - 5.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier/Service Provider in India, the Purchaser shall make its best efforts to enable the Supplier/Service Provider to benefit from any such tax savings to the maximum allowable extent under applicable law.
  - 5.4 **All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, GST TDS etc.) wherever applicable. CSIR-CCMB GST No. is 36AAATC2716R3ZE.**

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

5.6 Indian suppliers / service provider shall furnish your PAN & GST Number etc. in your quotation for our records.

## **6. Liquidated Damages (LD) Clause for LATE DELIVERY OF SUPPLY / SERVICE:**

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

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

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

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

6.5 If the delay in the delivery of ordered supply / service attributable to the Supplier / Service Provider exceeds agreed time period from the date of original agreed upon date of delivery 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 / Service Providers. The same rate of liquidated damages shall be applicable for late delivery of supply / service.

## **7. AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:**

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

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

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

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

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

8. **INDIAN AGENT'S COMMISSION, if any:** If you have any Agents in India, please show specifically whether the amount of commission payable to them is included or excluded in the quoted price. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. The role played by the Indian Agents in rendering assistance to your customers in supply / service component may also be specified, if possible.
9. **GUARANTEE/WARRANTY:** Please specify whether the goods / service will carry warranty if so the period of warranty may be indicated.
10. **Country of Origin:** Please indicate Country of Origin and the country from which the Supplier / Service Provider render the supplies / services, if applicable.
11. **Validity Period:** Your offer should be valid for 90 days from the date of opening of quotations.
12. **FORCE MAJEURE:** The Supplier/Service Provider 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/Service Provider and not involving the Supplier's / Service Provider'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/Service Provider shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier/Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 13. **Settlement of Disputes**

- 13.1 The Purchaser and the Supplier / Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 13.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the Contract.
- 13.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) If any dispute or difference arises between parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, such disputes or difference shall be referred to Delhi International Arbitration Centre (DIAC), New Delhi.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

13.4 Notwithstanding, any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier / Service Provider any monies due the Supplier / Service Provider.

## 14. Applicable Law

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

15. Conditional tender will not be accepted.

## 16. Code of Integrity

16.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

16.2 **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) **“corrupt practice”:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **“Fraudulent practice”:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **“anti-competitive practice”:** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the



transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- iv) **“coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

### 16.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

### 16.4. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) **If his bids are under consideration in any procurement:**
  - a) Forfeiture or encashment of bid security;
  - b) Calling off of any pre-contract negotiations; and

- c) Rejection and exclusion of the bidder from the procurement process.
- ii) **If a contract has already been awarded**
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) **Provisions in addition to above:**
  - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Bidders are requested to submit the prescribed Certificate as per [Annexure F](#).

## **17. Compliance of restrictions under Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer**

17.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

17.2 “Bidder (including the terms ‘tenderer’, consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

17.3 “Bidder from a country which shares a land border with India” for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

17.4 The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
  - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

17.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

17.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidders are requested to submit the prescribed Certificate as per **Annexure-G**

18. As per Govt. of India procurement policies,

- a. The purchaser **intends** to give **purchase preference to local suppliers\***
- b. There is **restriction on the eligibility of the foreign suppliers for item with estimated value upto 200 Crore**, as per instructions issued by the Govt. of India from time to time in this regard. *Please also refer to **Para 28** of this document.*  
(Currently this restriction **not applicable to small purchases for estimated value of less than Rs.05 Lakh**. The ceiling fixed in this regard by the Govt. of India from time to time as on date of publishing of tender shall be applicable for this purpose, even if not notified separately to bidders)
- c. The procuring entity intends to give **purchase preference** to products/goods manufactured by **Micro, Small and Medium enterprises**, as per policy of the Govt. of India, as amended from time to time.

\*“Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28<sup>th</sup> May, 2018 or by the competent Ministries/Departments in pursuance of this order,

as amended from time to time Please also refer to Govt. of India(GOI), Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE- II) dt. 04.06.2020 and other orders issued by the Govt. of India on “**Make in India**” from time to time for reference and further details.

**‘Local content’** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**‘Class I - local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than **50%**, as defined under the said GOI, DIIPT order dt. 04.06.2020, as amended from time to time,

**Class II - local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than **20%** but less than **50%**, as defined under the said GOI, DIIPT order dt. 04.06.2020, as amended from time to time,

**‘Non-local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to **20%** as defined under the said DIIPT order dt. 04.06.2020, as amended from time to time,

#### **Verification of local content**

- a. a. The “Class –I local supplier”/ “Class-II local supplier” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for “Class-I local supplier” / “Class-II local Supplier”, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs.10 crores, the “Class-I local suppliers” / “Class-II local suppliers” shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Decision on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

**Bidders in their own interest may please refer to aforesaid GOI, DIIPT order dt. 04.06.2020, as amended from time to time for further details. Submission of false or misleading declaration in this regard will make bidder concerned liable for punitive action, as per applicable policy and procedures.**

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

Director, CSIR-CCMB, Hyderabad reserves the right to reject any bid without assigning any reason thereof.

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

(Dharmendra Kumar)  
Stores & Purchase Officer

## **CHAPTER 2**

### **FORMATS**

#### **Table of Contents**

<b><u>S. No.</u></b>	<b><u>Name</u></b>
01	Price Schedule Forms
02	Bid Form
03	Bidder Information Form
04	Manufacturers' Authorization Form (MAF)
05	Performance Statement Form
06	Service Support Detail Form
07	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder
08	Format for declaration by the Bidder on Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

**PRICE SCHEDULE FOR SERVICES**

Name of the Bidder \_\_\_\_\_ Tender No. \_\_\_\_\_

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

**Note:**

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

(b) Cost of Spares, if any

Total Bid price in foreign currency \_\_\_\_\_

in words \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**Bid Form***(Refer para 5.1.2 (ix)(h) of the CSIR Manual)*

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To:

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts:** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security, if any, in accordance with CCMB Purchase Order.
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

*[insert **signature** of person whose name and capacity are shown]*

In the capacity of *[insert **legal capacity** of person signing the Bid Submission Form]*

Name: *[insert **complete name** of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



**Bidder Information Form***(Refer para 5.1.2 (ix)(a) of the CSIR Manual)*

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for bids]*

Page 1 of \_\_\_\_\_ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**Manufacturer's Authorization Form**

*[The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the manufacturer].*  
Date: *[insert date (as day, month and year) of bid submission]*

Tender No.: *[insert number from invitation for bids]*

To: *[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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

The technical and commercial deviations should be indicated separately.

- ✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

**Place:**

**Date:**

**Signature and seal of the Manufacturer/Bidder**

**NOTE:**

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

**PERFORMANCE STATEMENT FORM**  
*(Refer para 5.1.2 (ix)(e) of the CSIR Manual)*  
**(For a period of last 3 years)**

Name of the Firm.....

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

Signature and Seal of the Service Provider .....

Place:

Date:

**SERVICE SUPPORT FORM**

(Refer para 5.1.2 (ix)(g) of the CSIR Manual)

Sl. No.	Nature of training Imparted	List of similar type of services provided in the past 3 years	Address, Telephone Nos. , Fax Nos. and e-mail address

Signature and Seal of the Service Provider.....

Place:

Date:

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

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

Ref. No: \_\_\_\_\_

Date \_\_\_\_\_

To,

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

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**Format for declaration by the Bidder on  
Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the  
General Financial Rules (GFRs),2017**

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Ref. No: \_\_\_\_\_ Date \_\_\_\_\_

To,

The Director,  
CSIR-CCMB,  
Hyderabad- 500007.

Sir,

With reference to your Tender No.\_\_\_\_\_ dated \_\_\_\_\_ I/We hereby undertake that *“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.*

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**[Where applicable, evidence of valid registration by the Competent Authority shall be attached]**

### IMPORTANT NOTE

Bidders in their own interest are advised to carefully go through the terms and conditions of this Tender Document and submit their offers along with other relevant documents in support of their bid and duly filled up applicable forms indicated above. Kindly ensure that all the relevant columns are duly filled up and each page of bid document (except printed literature) is duly signed / initialled by the authorized signatory / representative of the bidder with seal of the bidder / firm.

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

Sl. No.	Requirement of Tender	Compliance	Document Submitted
1.	Price Schedule Forms	Yes/No	Yes/No
2.	Bid Form	Yes/No	Yes/No
3.	Bidders' Information Form	Yes/No	Yes/No
4.	Manufacturers Authorization Form	Yes/No	Yes/No
5.	Performance Statement Form	Yes/No	Yes/No
6.	Service Support Detail Form	Yes/No	Yes/No
7.	Format of Declaration of abiding by the Code of Integrity & conflict of interest to be submitted by the bidder	Yes/No	Yes/No
8.	Format for declaration by the Bidder on Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs),2017	Yes/No	Yes/No
9.	<b>Self-certification</b> regarding <b>domestic value addition</b> in pursuance of “Make in India policy” to be submitted by the bidder for tender up to Rs. 10 crores. <b>Certificate</b> from ‘statutory auditor’ or ‘cost auditor’ of the firm to be submitted in case of tender with estimate cost of more than Rs. 10 Crore, as per applicability.	Yes/No	Yes/No