



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

BID DOCUMENT

FOR

SINGLE TENDER ENQUIRY (PROPRIETARY)

ITEM DESCRIPTION:

**RENEWAL OF SONICWALL NSA 6600 AGSS
LICENSES**

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: spo@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.	2699/200819/1670/ITES	Date	27.08.2019
Manufacturer/Supplier		Indian Office Dealer/ Distributor	
		M/s Sonicwall Technology Systems Inida Pvt Ltd. Embassy tech Village Road, Devarabisanahalli, Bellandur, Benhaluru, Karnataka – 560103.	
E-mail		E-mail	nneeli@sonicwall.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.	<u>Renewal of Sonicwall NSA 6600 AGSS Licenses for 3 years</u> Sonicwall NSA 6600 AGSS Licenses (both hardware & Software) for 3 years. SKU: 01-SSC-1562 – Advanced Gateway Security Suite Bundle for NSA 6600 3 years (for HA pair- 2 devices)..	01 No.	2699/200819/1670/ITES	SINGLE BID SYSTEM	NA

Critical Date Sheet

Publishing Date & Time	27/08/2019
Start of Online Submission of Bids	27/08/2019
Last Date & Time For Online Submission of Bids	04/09/2019 (Up to 13.00 Hrs.)
Date / Time of Opening of Technical Bid cum PRICE BID (SINGLE BID SYSTEM)	05/09/2019 (14.30 Hrs. onwards)
Mode of submission of Bid	e-procurement Bids ONLY THROUGH ONLINE ON THE Central Public Procurement Portal of ETENDERS: (WEB LINK: https://etenders.gov.in) HARD COPIES OF QUOTATIONS WILL NOT BE ACCEPTED BY CCMB

- 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
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 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

4.1 For Indigenous supplier our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material 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 materials in good working condition.

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 supplies under normal circumstances. CSIR-CCMB reserves the right to cancel the purchase order in case part supply is not affected 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 goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

5.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

5.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier 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, etc.) wherever applicable. CSIR-CCMB GST No. is

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 14th November, 2017, as amended from time to time. This registration is valid till 31.08.2021.

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

6. Liquidated Damages (LD) Clause for LATE DELIVERY & LATE INSTALLATION:

6.1 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.

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 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.

6.4 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.

6.5 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 liquidated damages shall be applicable for late installation of the equipment/instrument also.

7. 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.

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 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.

9. GUARANTEE/WARRANTY: Please specify whether the material 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 material will be finally shipped.

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

12. 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.

13 . Settlement of Disputes

13.1 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.

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 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.

13.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) 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 an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.
- (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 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

13.5 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.

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.

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
For and on behalf of CSIR**

Non-Black listing Self Certificate

This is to certify that M/s. _____ has not been blacklisted by any Central / State Government Department / organization/Autonomous Bodies, PSUs, etc. in the last 3 years.

Authorised Signatory

Name: _____

Designation: _____

ANNEXURE- B

Declaration on non-availability of offered specialized R&D in GeM

This is to certify that M/s. _____ is currently not selling the **specialized R&D consumables** offered to your Institute under proposed Rate Contract (RC) in GeM portal either directly by Manufacturer or through duly authorized dealer/ distributor of the original Manufacturer.

Authorised Signatory

Name: _____

Designation: _____

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,

(Name & address of the Purchaser)

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 16** of terms and conditions of this tender document / enquiry under reference " 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 for Reasonability of Prices

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby certify that the price/s offered vide our Quotation No. _____ dated _____ is reasonable.

We further certify that the quoted prices are the minimum and we have not quoted the same item on lesser rates than those being offered to CCMB to any other customers.

Thanking you,

Yours sincerely,

Signature(Name of the Authorized
Signatory)
Company Seal