FAX: 040-27160996, 27160311 EPABX: 040-27160222 – 241, 040-27192681 & 2687 Ext. 2796, 2785 (Stores)
सीएसआईआर-कोशिकीय एवं आणविक जीवविज्ञान केन्द्र
CSIR-CENTRE FOR CELLULAR & MOLECULAR BIOLOGY
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
उप्पल रोड, हैदराबाद/Uppal Road, Hyderabad – 500 007 (तेलंगाना / Telangana) भारत/India
Email: spo@ccmb.res.in

निविदा के लिए निमंत्रण / INVITATION TO TENDER

सं./No. 1227/060824/1636/MISC **30.09.2024**

सेवामें/To

M/s. Bruker India Scientific Pvt. Ltd,
Unit No. 609, 6th Floor, West Wing, Satelite Gazebo Guru Hargovindji Marg,
Andheri Ghatkopar Road; Andheri East,
Mumbai – 400093.
Email: manmohan.vyas@bruker.com

प्रियमहोदय/Dear Sirs,

Sub: Supply and refill of Liquid Helium.

We are interested in importing the following materials as per the terms and conditions given below. Kindly submit your detailed quotation through CPP Portal https://etenders.gov.in/eprocure/app.

S. No.	Description of Item	Qty.
01	System: Avance NEO 600WB [10290853] • LPI-NMR-016-SLS Liquid Helium • Supply and filling of Liquid Helium by authorized trained engineer by M/s. Bruker for the maintenance of two numbers of Bruker AV600 MHz NMR Magnets (in returnable Dewar) for a period of 1 year. • To be delivered as and when required.	800L

निबंधनएवंशर्तें/ Terms & Conditions

1. **Price:** Kindly quote ex-works price for the above items. Packing, forwarding, freight & insurance charges up to CCMB, Hyderabad, India should clearly be indicated wherever chargeable. Customs Duty exemption certificate will be issued for CD exemption. Please provide the institutional discount as applicable to other CSIR Labs

2. Along with your quote following document to be submitted as per format attached to this tender invitation.

   Declaration for abiding by the code of integrity and conflict of interest (**Annexure I**).

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 (**Annexure II**) should be given to the effect that the quoted prices are the minimum and you have not quoted the same item on lesser rates than those being offered to CSIR-CCMB to any other customers nor you will do so till the validity of offer or execution of the Purchase Order, whichever is later.

   c. Manufacturers Authorization Certificate to be submitted (**Annexure IV**).

4. **Requirement of Registration - Order No. F.No.7/10/2021- PPD (1) dated 23.02.2023 of Department of Expenditure, Ministry of Finance, Government of India refers)**

   I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including Consultancy Services and Non-Consultancy Services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority. i.e Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.

   II. "Bidder" (including the term '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 bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. Bidder (or entity) from a country which shares a land border with India "for the purpose of above order/ this tender 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.

IV. 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.

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

VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution. Further a certificate as per **Annexure III** has to be submitted by the bidder.

5. **Payment Terms:** Payments for supply will be made by the RTGS through our bankers i.e. State Bank of India, Habsiguda, Uppal Road, Hyderabad 500 007 only after supply and filling against each delivery.

6. **Penalty clause for late delivery:** Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange 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 value will be charged for delayed period.

7. **Validity Period:** Your offer should be valid for 90 days from the date of submission.

8. **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.

9. **Arbitration**: 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. 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. 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 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. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties.

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.

The venue of the arbitration shall be the place from where the purchase order/contract is issued. 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.

10. **Conditional Tender:** Conditional tender will not be accepted.
The tender should be addressed to the Director, CSIR-Centre for Cellular and Molecular Biology, Hyderabad 500 007, India.

11. The acceptance of the tender will rest with the Director who does not bind himself to accept the lowest tender and reserves the right to himself to reject or partially accept any or all the tenders received, without assigning any reason.

12. **JURISDICTION**: Any dispute will be subject to Indian Law and local courts at Hyderabad, India only.

13. The tender is liable to be rejected if any of the above conditions are not complied with.

भवदीय/Yours faithfully,

Sudhanshu S Choudhary
Controller of Stores & Purchase

Annexure-I

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

Annexure-II

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

Ref. No: _____ **Date** _____

To,
The Director,
CSIR-CCMB,
Hyderabad- 500007.

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/s 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

Annexure-III

Format for declaration by the Bidder for Land Border Clause
(On the Letter Head of the Bidder)

Ref. No: _____ **Date** _____

To,
The Director,
CSIR-CCMB,
Hyderabad- 500007.

Sir,

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

Thanking you,

Yours sincerely,

Date: (Name & Signature of bidder)

(Where applicable, evidence of valid registrations by the competent Authority shall be attached)

Annexure-IV

MANUFACTURERS' AUTHORIZATION FORM (MAF) (TENDER SPECIFIC)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization 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 and be enclosed with the technical bid.

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 authorize *[insert complete name of 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 respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*