

TENDER REFERENCE	IICB/PUR/24-25/599/569/AMC/820
CONTACT DETAILS	DIRECTOR [ATTN:STORES & PURCHASE OFFICER] CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY 4, RAJA S C MULLICK ROAD, JADAVPUR KOLKATA 700032, W.B., INDIA e-mail : cospiicb@iicb.res.in s_samanta@iicb.res.in purchase@iicb.res.in linasanyal@iicb.res.in

TENDER DOCUMENT**FOR**

COMPREHENSIVE ONSITE MAINTENANCE CONTRACT FOR DESKTOP COMPUTERS, LAPTOPS, PRINTERS, SCANERS, WORK STATIONS AND SERVER AT CSIR-IICB KOLKATA [JADAVPUR AND SALT LAKE CAMPUSES] FOR TWO YEAR PERIOD

**CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY
4, RAJA S C MULLICK ROAD, JADAVPUR
KOLKATA 700032, W.B., INDIA**

SINGLE STAGE DOUBLE ENVELOPE BIDDING SYSTEM

OPEN TENDER ENQUIRY (OTE)

Invitation For Bids /Notice Inviting Tenders

1. Director, CSIR-Indian Institute of Chemical Biology, 4 Raja S.C. Mullick Road, Kolkata 700032, West Bengal, invites e-Bids from eligible Bidders / Service Providers for the following services:

Sl. No.	Tender Ref.	Description of Goods and Services	Quantity	Single/Double Bid	Bid Security/ EMD
1	IICB/PUR/24-25/599/569/AMC/820	COMPREHENSIVE ONSITE MAINTENANCE CONTRACT FOR DESKTOP COMPUTERS, LAPTOPS, PRINTERS, SCANERS, WORK STATIONS AND SERVER AT CSIR-IICB KOLKATA [JADAVPUR AND SALT LAKE CAMPUSES] FOR THE PERIOD OF TWO YEARS	ONE JOB	Single stage – Double envelope system.	Rs. 30,000 (Rupees Thirty Thousand Only). A bidder who is eligible for EMD Exemption will submit Bid Securing Declaration mandatorily

2. E-Bids are invited through the electronic tendering process and the Bidding Documents can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in/eprocure/app/> Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in/eprocure/app/> Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-IICB.
3. Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement [CPP] portal, NIC, Government of India, by logging on to the portal <https://etenders.gov.in/eprocure/app/> Bidders are requested to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of Bids.
4. As per Govt. of India procurement policies,
- The Purchaser intends to give purchase preference to **CLASS-I LOCAL SUPPLIER** as per *Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024*
 - The eligibility of the Supplier is restricted to Indian Suppliers only. Non-local Suppliers and foreign Suppliers are not eligible to bid.**
 - The Purchaser intends to give purchase preference to products/Goods manufactured by Micro, Small and Medium enterprises. Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE bidders provided they meet the required technical and quality parameter.

“Class-I Local Supplier” means a Supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 50%, as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 or by the competent Ministries/Departments in pursuance of this order.

“Class-II Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 20% as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 or by the competent Ministries/Departments in pursuance of this order.

“Non - Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 or by the competent Ministries/Departments in pursuance of this order.

‘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.

a) Verification of local content

- The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the 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.

- iii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.
- iv. A supplier who has been debarred by any procuring entity for violation of the order of the Department **for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024**, shall not be eligible for preference under the said order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the order of the **Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024**.

“Class-II local supplier” will NOT get purchase preference in any procurement.

5. Bidders may note that the application of :
 - (1) Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order) ;
and
 - (2) Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order),
in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India, a copy of which is provided at Chapter-5 of this tender document.
6. The Director, CSIR-Indian Institute of Chemical Biology (IICB), Kolkata 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 there for.

**Controller of Stores & Purchase
For and on behalf of CSIR**

NOTES FOR BIDDER

1. **UNLESS TENDERS ARE INVITED BY CSIR-IICB THROUGH A GLOBAL TENDER ENQUIRY [GTE], ONLY INDIAN SUPPLIERS SHALL BE ELIGIBLE TO PARTICIPATE IN THE TENDER. IN CASE OF A GLOBAL TENDER ENQUIRY [GTE], ALL SUPPLIERS INCLUDING FOREIGN AND NON-LOCAL SUPPLIERS SHALL BE ELIGIBLE TO PARTICIPATE.**
2. **PROVISIONS OF THE PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER ISSUED BY THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, GOVT. OF INDIA, VIDE OM NO. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dated 19 July 2024, SHALL BE APPLICABLE IN THE TENDERING PROCESS. THE SAID OM IS AVAILABLE ON THE WEBSITE OF THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF INDIA. PROSPECTIVE BIDDERS MAY PLEASE NOTE THE RECIPROCITY CLAUSE 10(d) OF THE OM FOR INFORMATION AND GUIDANCE.**
3. **BIDDERS SEEKING PREFERENCE UNDER ANY POLICY/SCHEME OF THE GOVERNMENT OF INDIA LIKE PUBLIC PROCUREMENT POLICY FOR MSEs, MAKE IN INDIA ETC. MUST ENCLOSE ALL RELEVANT DOCUMENTS AND CERTIFICATES AT THE TIME OF SUBMISSION OF BIDS. BIDDER WILL NOT BE ALLOWED TO SUBMIT SUCH CERTIFICATES, DOCUMENTS AT LATER STAGES OF THE BIDDING PROCESS. BIDDER MUST ALSO SUBMIT A DECLARATION TO BE CONSIDERED UNDER THE RELEVANT POLICY/SCHEME.**
4. **BIDDERS MUST ENSURE THAT ALL DOCUMENTS PERTAINING TO FULFILLMENT OF QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA ARE INVARIABLY FURNISHED WITH THEIR BID. BIDDERS WHO**

DO NOT SUBMIT NECESSARY DOCUMENTS [DEMONSTRATING THAT THEY FULFILL THE QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA] SHALL BE REJECTED.

5. Micro and Small Enterprises (MSE) must, alongwith their offer, provide proof of their being registered as MSE(indicating the terminal validity date of their registration) **for the item tendered**, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:
 - (a) District Industries Centres;
 - (b) Khadi and Village Industries Commission;
 - (c) Khadi and Village Industries Board;
 - (d) Coir Board;
 - (e) National Small Industries Corporation;
 - (f) Directorate of Handicraft and Handloom; and
 - (g) Any other body specified by the Ministry of MSME.
6. The MSE registration certificate as furnished by the Bidder should be dated prior to the date of publication of tender on the CPP portal. In case the registration certificate is dated after the publication of the tender on CPP portal, the Purchaser reserves the right to visit the MSE's facility / works to judge whether the unit has the necessary infrastructure, technical and other capabilities to carry out the tendered work/job/supply/project.
7. The **PUBLIC PROCUREMENT POLICY FOR MSEs** is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. Bidder shall submit proof that he is a manufacturer of the item for which he is quoting and he shall highlight the details of his manufacturing status in the MSE certificate against the item(s) he is proposing to bid in the tender.
8. The MSE Registration certificate issued must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
9. The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible to avail benefits under PP Policy. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry.
10. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
11. The Start-up companies, recognized by DIPP are exempted from payment of EMDs.
12. For supplies made from within India, Customs Duty Exemption Certificate [CDEC] will not be issued by Purchaser. Reference to any model/make/brand in the Tender Document is only indicative. Bidder is free to quote any other model/make/brand etc. provided they are of equivalent specifications and meet the desired functional / quality parameters.
13. **For contracts with value more than Rs. 25 lakh, It shall be mandatory for the successful Bidder [Supplier] to be registered on the Government E- Marketplace [GEM] and obtain a unique GEM seller ID prior to release of Purchase Order / execution of contract. No Purchase Order/ contract will be issued to any Supplier who do not possess the said unique Seller ID.**
14. The following conditions shall apply to the tendering process :

Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) .

 - I. 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.

- 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 bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.
- IV. "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
- V. The beneficial owner for the purpose of (III) above will be as under:
- VI. 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 percent 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 shareholder's 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
- VII. An agent is a person employed to do any act for another, or to represent another in dealings with third person
- VIII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- IX. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

CONTENTS OF TENDER/BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids/Notice Inviting Tender have been divided into five Chapters as under:

Chapter No.	Name of the Chapter
1	Terms and Conditions
2.	Price Schedule Form
3.	Forms
4.	Detailed Terms and Conditions marked as ANNEXURE-I
5.	OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl. No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX+ 30
3.	Date of communication of Rejection of Bids	XX+35
4.	Date of Receipt of context, if any, from Bidders	XX+40
5.	Opening of Financial Bid	XX+ 60
6.	Notification of Award	XX+ 90

Clarification of Bids/Shortfall documents

During evaluation and comparison of bids, the Purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request or clarification shall be given in writing by fax/registered/speed post/e-mail, etc. asking the bidder to respond by a specified date, provided that if the bidder does not comply or respond by the target date, his tender will be liable to be rejected. Depending on the outcome, such tenders shall be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification, at the initiative of the bidder, shall be entertained. The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, GST Number, MSME Certificate for EMD exemption has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). ***So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.***

TERMS AND CONDITIONS

In these terms and conditions, the following words and expressions shall have the meanings as have been respectively assigned to them:

CSIR-IICB /Purchaser / Institute shall mean CSIR-Indian Institute of Chemical Biology [a constituent unit of the Council of Scientific & Industrial Research] having its office at 4, Raja S.C. Mullick Road, Kolkata 700032, West Bengal.

Service Provide / Vendor/ Supplier shall mean the entity whose bid has been accepted by the Purchaser and a formal Work Order has been placed on them.

1. SUBMISSION OF BIDS

The E-bid is to be submitted at the e-tendering portal in TWO COVERS. One cover will be the Un-priced Technical Bid [termed as FEE/ PREQUAL/ TECHNICAL cover type in the portal] and the other shall be the priced Bid [termed as the FINANCE cover type in the portal]. Both the unpriced Techno-commercial Bid and the Priced Bid shall be submitted at the e-portal in separate packets as described below:

The Techno-Commercial Bid prepared by the Bidder shall include:

Sl. No.	Document Required	Document Type
1	Scanned copy of the Bid Securing Declaration	.pdf
2	Scanned Application Form {to be issued on Bidder's letterhead as per the format prescribed in this Tender Document at FORM-01} DULY SIGNED BY Bidder with official seal.	.pdf
3	Scanned Copy of Bidder's Certificate of Incorporation, ISO certification for related services, GST Registration, Income Tax, PAN, Service Tax Registration and any other document required for rendering services.	.pdf
4	Scanned Copies of Balance Sheets of past four financial years ending 31 March 2024 so as to show average annual turnover of more than Rs. 15 lakh or more especially from IT Services during each of the four financial years. Note: In this regard, as per GOI guidelines, Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE/startup bidders provided they meet the required technical and quality parameter	.pdf
5	All other documents and declarations as are to be submitted under the terms and conditions of the Tender Document	.pdf
6	Copies of atleast two AMC Work Orders [for similar services] of more than Rs.15 lakh each issued by Government departments / agencies, during the last four (04) financial years [i.e during 2020-21, 2021-22, 2022-23, 2023-24], together with the certificate of completion/certificate of satisfactory performance. OR Copies of atleast four AMC Work Orders [for similar services] of more than Rs.7.5 lakh each issued by Government departments / agencies, during the last four (04) financial years [i.e during 2020-21, 2021-22, 2022-23, 2023-24], together with the certificate of completion/certificate of satisfactory performance Note: In this regard, as per GOI guidelines, Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE/ startup bidders provided they meet the required technical and quality parameter	.pdf

7	List of Service Engineers along with qualifications, experiences, etc. is to be submitted	.pdf
8	The bidders should have not been black listed by any of the Government Agency in the past years for any reasons whatsoever. Undertaking for the same must be submitted by the bidder.	.pdf
All the above scanned document must be e-signed prior to being uploaded and saved in the system.		

The Priced Bid prepared by the Bidder shall include the following documents:

Sl. No.	Document Required	Document Type
1.	Price Bid giving a component wise price break up of the offered product (s) / solution	.pdf
2.	Price Schedule Form as a MS-EXCEL BOQ sheet duly filled-in and digitally signed by Bidder	.xls

The bidders shall digitally sign and encrypt their bid and upload the bid on-line at the e-Tendering portal.

If the envelope is not digitally signed & encrypted, the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.

Purchaser shall receive the bids online through CPP e-portal only. The e-Tender portal shall automatically stop accepting bids at the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed. Bidders are advised to upload and submit their bids timely in view of the electronic process so as avoid list minute issues.

Purchaser may, at its discretion extend the deadline for submission of the e-Bids by amending the Tender Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission. The Bidder may correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

2. PRICES

Bidders are requested to note that they should necessarily submit their financial bids in the MS-EXCEL format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected. It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of the evaluation process.

CSIR-IICB shall not consider any changes on any account after the opening of Bid and hence the prices offered shall remain firm during the validity of the Bid and shall not be subject to variation on any account. If a Bidder Quotes **Nil Charges /consideration**, the bid shall be treated as unresponsive.

The Bidder shall quote as per Price Schedule Format [MS-EXCEL] given in this Tender Document. However, the Prices should be quoted only in the BOQ file to be downloaded from the e-tendering portal.

The bidder shall quote the price for one-year maintenance contract as a single job. Part quote shall be summarily rejected.

The evaluation will not be based on item-wise basis, rather the evaluation will be on a consolidated basis. Please upload the prices of all the items (SL No. 1 to SL No. 8) mentioned in the Annexure –A through price schedule form (mentioned in Page No. 31 of the Tender Document) and BoQ (in .xls file)

3. PERIOD OF CONTRACT

The Maintenance Contract shall be for a period of two [02] year w.e.f the date of issue of the Work Order and extendable for further one-year subject to rendering of satisfactory services. The maintenance contract shall also be subject of periodic assessment with regard to performance of the vendor.

In case the services of the vendor are determined to be unsatisfactory during the period of contract, Director, CSIR-IICB shall be at liberty to cancel the Maintenance Contract and encash the Performance Security furnished by the vendor.

4. **VALIDITY OF BID**

The offer should be valid for at least 180 days from the date of opening of the Technical Bid.

5. **EVALUATION OF BID**

The Technical Bids shall be opened first and will be scrutinized to see whether the bids/tenders meet the Eligibility Criteria as incorporated in the Tender Document. The bids/tenders, which do not meet Eligibility criteria, are to be treated as unresponsive and ignored. Incomplete/Conditional Bids shall be summarily rejected.

During the course of evaluation, CSIR-IICB may, at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

The Price Bids of the parties, who meet the Eligibility Criteria, shall be evaluated on the basis of total price quoted by them and indicated as such in the Price Schedule Form [BOQ file]. If a bidder quoted NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

The Maintenance Contract shall be awarded to the lowest evaluated responsive Bidder. A Performance Security equivalent to 05% of the Work Order value (inclusive of taxes) shall have to be furnished by the successful Bidder in the form of a Demand Draft / Bank Guarantee in the prescribed format.

The proceeds of the Performance Security shall compensate CSIR-IICB for any loss/damages owing to non-fulfilment of contractual obligations on part of the Service Provider.

The performance Security shall be returned to the successful Bidder without any interest after satisfactory completion of the contractual obligations. In case of pre-mature termination (cancellation of the contract, due to unsatisfactory performance by the party) CSIR-IICB shall encash the said performance Security. [Note: In case a Bank Guarantee is furnished, it should be valid till validity of the contract period+ 60 days]. The performance Security has to be furnished within 21 days of issue of Work Order / Contract failing which the contract/ work Order shall be deemed to be cancelled.

6. **PAYMENT**

Payment will be released on quarterly basis against submission of bills/invoices duly supported with a certificate issued by the User Department / Computer Division-IICB, stating that the services during the period of billing have been satisfactory and that the vendor completed all its contractual obligations. All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

7. **LIQUIDATED DAMAGES**

Subject to the Clause on Force Majeure, if the Supplier fails to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the 0.5% of the delivered price of the unperformed Services or contract value in case the delivered price of the unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery of services / performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to the Clause on Termination for Default.

8. **FORCE MAJEURE**

Notwithstanding any other provisions of the contract, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination of contract, 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 or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign 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 within 21 days of its occurrence. 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.

If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

9. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

10. SETTLEMENT OF DISPUTES AND ARBITRATION

CSIR-IICB and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Maintenance Contract. If after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either CSIR-IICB or the Vendor may give notice to the other party of its intention to commence arbitration, as here in after 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 of difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Cause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.

Dispute or differences arising between the CSIR-IICB and the vendor relating to any matter arising out of or connected with the Maintenance Contract shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments there of shall apply to the arbitration proceedings. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi OR India International Arbitration Centre (IIAC) for appointment of arbitrator to adjudicate the dispute. The award of the arbitrator shall be final and binding on the parties. The arbitrator may give interim award(s) and / or directions, as may be provided. Subject to the aforesaid provision, the Arbitration and Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

The venue of the arbitration shall be the place from where the AMC Work Order is issued/ executed.

11. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to a court of competent jurisdiction in Kolkata, West Bengal, India.

12. CODE OF INTEGRITY FOR PUBLIC PROCUREMENT

12.1 The purchaser requires that the Bidders, Suppliers, Service Providers and Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement processor affect the execution of a contract.

(e)	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
(f)	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
(g)	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

12.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

12.3 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as prescribed in the Tender Document. 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 by Competition Commission of India, and so on.

Obligations for Proactive disclosures

- a) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-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.
- b) 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.
- c) 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.

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:

- a) If his bids are under consideration in any procurement:
 - i. Forfeiture or encashment of bid security;
 - ii. Calling off of any pre-contract negotiations; and
 - iii. Rejection and exclusion of the bidder from the procurement process.
- b) If a contract has already been awarded
 - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
 - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
 - iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest there on at the prevailing rate.
- c) Provisions in addition to above:
 - i. 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;
 - ii. 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;
 - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

13. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contract or for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

14. The following details should be provided by Service Provider:

- **Channel of registering service request, response time for resolving the request.**
- **Channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. this would include provision of help lines, complaint registration and escalation procedures.**

15. **Bidder shall furnish a certificate to the effect that the prices charged by him should not exceed the prevailing rates charged by him from others for similar services. While claiming payment, the AMC holder is also to give a certificate to this effect in his bill.**

16. **Number of services offered, required for the reliability & performance of the Bidder:** Bidder must have provided at least **02 [two] number** of the same/similar services [as described in the Chapter 4 of this Tender Document] of more than Rs. 15 lakhs during last **04 years** ending on 31.03.2024 to CSIR Laboratories/ Govt. Research Institutes or organizations/ PSUs, **OR** Bidder must have provided at least **04 [four] number** of the same/similar services [as described in the Chapter 4 of this Tender Document] of more than Rs. 7.5 lakhs during last **04 years** ending on 31.03.2024 to CSIR Laboratories/ Govt. Research Institutes or organizations/ PSUs. Bidder shall provide copies of Purchase Orders & relevant service reports or performance reports along with technical bid. It will be the part of the evaluation criteria. **All the Start-ups/MSEs are to be allowed for relaxation of conditions of prior turnover and prior experience of public procurement subject to meeting quality and technical specifications as per G.O.I. norms.**

17. **ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS**

OTHER Detailed Terms and Conditions pertaining to the Contract are laid down in the attached Document.

Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.

Yours Faithfully,

Controller of Stores & Purchase
For and on behalf of CSIR

Encl: Other Detailed Terms and Conditions of the Contract. [Annexure-I]

Chapter 2

PRICE SCHEDULE FORMS

MANDATORY INSTRUCTIONS TO BE FOLLOWED BY BIDDERS

BIDDER SHALL QUOTE THEIR PRICES IN THE BOQ MS EXCEL BOQ FILE AS UPLOADED ON THE CPP PORTAL, www.etenders.gov.in. WHILE FILLING UP THE BOQ FILE, BIDDER MUST ENSURE THAT ALL THE FIELDS/CELLS ARE FILLED UP. IN CASE NO QUOTE IS OFFERED FOR ANY PARTICULAR CELL/FIELD, THE NUMERAL "ZERO" MUST BE ENTERED. BIDDERS MUST UNDERSTAND THAT THE VALUE ENTERED IN THE BOQ FILE IS FINAL AND NO SUBSEQUENT CHANGES SHALL BE ALLOWED.

BIDDERS MUST EXERCISE SUFFICIENT CAUTION WHILE FILLING UP THE BOQ FILE SO THAT ALL THE RELEVANT UNPROTECTED CELLS ARE FILLED UP CORRECTLY. FOR MULTI-CURRENCY BOQ, INSTRUCTIONS FOR FILLING UP THE BOQ IS ALSO UPLOADED ON THE CPP PORTAL. BIDDERS MAY SEE THOSE INSTRUCTIONS FOR DUE GUIDANCE.

PRICE EVALUATION SHALL BE DONE IN THE MANNER PRESCRIBED IN CHAPTER 1 – INSTRUCTIONS TO BIDDERS. FOR CLARITY AND PROPER ASSESSMENT OF PRICES QUOTED, BIDDER SHALL ALSO FILL UP THE PRICE SCHEDULE FORMS APPROPRIATELY.

THERE IS ALSO A PROVISION OF UPLOADING A PDF COPY OF THE PRICED BID ON THE CPP PORTAL WITH COMPONENT WISE PRICE BREAK UP. BIDDER MAY PROVIDE COMPLETE BREAK-UP OF EACH COST COMPONENT FOR CLARITY. BIDDER MUST ENSURE THAT THERE IS NO MIS-MATCH BETWEEN THE PRICES QUOTED IN THE BOQ SHEET AND THE PDF DOCUMENT [PRICE BID AND PRICE SCHEDULE FORM] . IN ANY CASE, THE PRICES ENTERED IN THE BOQ SHEET SHALL BE CONSIDERED BY THE SYSTEM GENERATED COMPARATIVE SHEET.

Note: The bidder shall quote the price for one-year maintenance contract as a single job. Part quote shall be summarily rejected. Both the Price Schedule Form and the BoQ are mandatory for the evaluation of financial bids. Please note that there should not be any discrepancy between pdf version and BoQ version. However, in case there is any discrepancy, the pdf version will be final and comparison will be made on the pdf basis and if required the compliance sheet will be uploaded in the CPP Portal.

The evaluation will not be based on item-wise basis, rather the evaluation will be on a consolidated basis. Please upload the prices of all the items (SL No. 1 to SL No. 8) mentioned in the Annexure –A through price schedule form (mentioned in Page No. 31 of the Tender Document) and BoQ (in .xls file).

All the Startups/MSEs are to be allowed for relaxation of conditions of prior turnover and prior experience of public procurement subject to meeting quality and technical specifications as per G.O.I. norms.

Chapter 3**FORMS**

Sr. No.	Name of the Form	FORM
1	Application Form	01
2	Service Engineer Details Form	02
3	Bidder's Information Form	03
4	Bid Securing Declaration Form	04
5	Format for declaration by the Bidder for Code of Integrity & conflict of interest	05
6	Performance Security Form	06
7	Self-Certification for Make in India	07
8	Self-Certification regarding Restrictions as per Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23 rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023	08

FORM-01**Prescribed Format for Application**

(to be submitted on the Letter head of the Bidder)

The Director,
CSIR-Indian Institute of Chemical Biology
4, Raja S.C. Mullick Road
Kolkata 700032
West Bengal

SUB: COMPREHENSIVE ONSITE MAINTENANCE CONTRACT FOR DESKTOP COMPUTERS, LAPTOPS, PRINTERS, SCANERS, WORK STATIONS AND SERVER AT CSIR-IICB KOLKATA [JADAVPUR AND SALT LAKE CAMPUSES] FOR TWO YEAR PERIOD

Ref: Your Tender Document No.....dated.....

Dear Sir,

I/We have read and understood the terms and conditions for COMPREHENSIVE ONSITE MAINTENANCE CONTRACT FOR DESKTOP COMPUTERS, LAPTOPS, PRINTERS, SCANERS, WORK STATIONS AND SERVER AT CSIR-IICB KOLKATA [JADAVPUR AND SALT LAKE CAMPUSES] FOR TWO YEAR PERIOD, and hereby accept all the terms and conditions.

I/We also understand that as per terms of the tender, bidder should quote the prices for all the items [Sl.No.01 to Sl.No.08 of Annexure A of the Tender Document and also given in the MS-EXCEL BOQ file]. The lowest evaluated responsive bidder shall be determined on overall price basis [i.e. total price inclusive of all taxes for items from Sl. No.01 to 08 of Annexure A of the Tender Document and in the MS-EXCEL BOQ file].

Yours faithfully,

Date _____

Signature _____

Name & Designation _____

FORM-02**(Details of Service Engineer)****(To be submitted on Bidder's letter head together with Technical Bid)**

S. No.	Name and Designation	Qualification/ Certification	Whether the employee is permanent /direct employee of bidder?(if yes, supply PF record)	Years of experience in relevant Area	Remarks

Date_____

Signature_____

Name & Designation_____

(to be signed and stamped by Bidder's authorized representative)

FORM– 03**Bidder Information Form**

- 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]*

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.	<p>Bidder's Authorized Representative Information</p> <p>Name: <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>
07.	<p>Attached are copies of original documents of:</p> <p>Articles of Incorporation or Registration of firm named in 1, above.</p>

Signature of Bidder _____

Name _____

Business Address _____

FORM-04**Bid Securing Declaration Form**

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____ (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

FORM-05**Format for declaration by the Bidder for Code of Integrity& conflict of interest**

(On the Letter Head of the Bidder)

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 1.3.0 of ITB of your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender.

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

FORM-06**PERFORMANCE SECURITY FORM****MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

FORM- 07**Self Certification for Make in India**

(to be furnished on Bidder's official letterhead and signed by the authorized signatory of Bidder)

Reference: Order No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 and subsequent amendment vide ref. no. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July 2024 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, New Delhi.

We hereby certify that based on the local content in the goods or services offered by us against CSIR-IICB, Kolkata Tender No._____, we are Class (Supplier needs to mention whether Class-I _____ local supplier or Class-II local supplier). The local content in the offered goods or services as computed by us is ____ % (i n w o r d s) percentage.

The details of the location(s) at which the local value addition is made is as below:

Sl. No.	Name of the Location	Full Address of the Location

We also certify that if the details are found to be false then it shall be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Place :

Date :

Signature of Authorized Signatory of OEM _____

Name of Authorized Signatory of OEM _____

Designation of Authorized Signatory of OEM _____

Address _____

Mobile Phone No. _____

Email ID _____

Company Seal _____

[All Fields are mandatory]

Note: - The bidders offering imported products will fall under the category of Non-Local suppliers. They cannot claim themselves as Class-I/ Class-II local suppliers by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition. Also, the bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC as local value addition.

FORM-08**Self Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)***(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)*

Reference: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD(1) Dated 23.02.2023 on "Restrictions under Rule 144(xi) of the General Financial Rules (GFRs)".

"I have read the clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-IICB Tender Document No. _____ [**please indicate the tender document reference**] 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. **[Where applicable, evidence of valid registration by the Competent Authority shall be attached]**"

Place:

Date:

Authorised Signatory.

Name:

Designation

Address

Mobile No.

e-mail ID

Company Seal.

Self Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) in case of Specified TOT(Transfer of Technology)*(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)*

Reference: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read the clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-IICB Tender Document No. _____ [**please indicate the tender document reference**] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority."

OR

"I have read the clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-IICB Tender Document No. _____ [**please indicate the tender document reference**] regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

Place:

Date:

Authorised Signatory.

Name:

Designation

Address

Mobile No.

e-mail ID

Company Seal.

Chapter 4**ANNEXURE I**

Comprehensive Onsite Maintenance Contract for Desktop Computers, Laptops, Printers, Scanners, Work Stations and Servers at both the campuses of CSIR – IICB premise (Jadavpur and Salt Lake Campuses) Kolkata for the following items:

Annexure – A

S.No.	Details of articles for Comprehensive On-Site Annual Maintenance Contract	Qty
1	Desktop Computers [HP / Lenovo / Dell / Acer / Fuitsu etc.]	455
2	Laptops [Dell / HP / Acer / Lenovo / VAIO etc.]	88
3	Printers [HP / Canon / Brother / LEXMARK / Epson etc.]	297
4	Scanners [HP etc.]	19
5	Work Stations [HP / Dell / CHIEFTECH / Fujitsu / Tyrone / SUPERMICRO etc.]	21
6	Servers [HP ProLiant DL360 Gen 9 / HP ProLiant DL580 Gen 9 / IBM System X 3250 M4 / IBM System X 3250 M3 / IBM System X 3630 M4 / Power Edge (DELL) T410 / IBM System X 3500 etc.]	10
7	Onsite – Resident Service Engineers at CSIR - IICB, Jadavpur Campus	02
8	Onsite – Resident Service Engineer at CSIR-IICB TRUE , Salt Lake Campus	01
<p>Note 1: Bidders submitting quotations for all the above items (from S. No. 1 to S.No. 8 - item wise) of our tender inquiry (Annexure — A) will be considered on a consolidated basis inclusive of all taxes for evaluation for selecting the lowest quoting firm. Missing out on any item will make the quoting firm non-responsive to our requirement and the bid will be rejected. Evaluation on a consolidated basis will be done as per quantity indicated in Annexure - A inclusive of all taxes. However, quoting rates item-wise is a must.</p> <p>Note 2: The above list is indicative and the awarded firm has to survey the availability of items listed in this tender at both the campuses of CSIR - IICB (Jadavpur Campus and Salt Lake Campus) to ascertain the exact numbers and furnish a list, Room wise and Campus wise to the Purchase department along with approval from the Head, IT Division for actual order quantity under CAMC.</p>		

CSIR-IICB Campuses Address:**Campus – 1**

CSIR-Indian Institute of Chemical Biology,
4, Raja S. C. Mullick Road, Kolkata, West Bengal, India - 700032

Campus – 2

CSIR-IICB Translational Research Unit of Excellence (TRUE),
CN-06, CN Block, Sector V, Bidhannagar, Kolkata, West Bengal, India – 700091

Contract Tenure:

The Comprehensive AMC contract is for Two Years.

Special Conditions of the Contract (SCC):

1. AMC Bidder will station 2 (two) Onsite - Resident Service Engineers at CSIR-IICB, Jadavpur Campus, Kolkata, and 1 (One) Onsite - Resident Service Engineer at CSIR-IICB, Salt Lake Campus. Onsite - Resident Service Engineers must have a working expertise in Hardware and Software including good hands on experience in multi-operating systems (Windows, Linux, Mac OS etc.) and Application software's etc. Depending on the workload the Onsite - Resident Service Engineers may be deployed at any of our locations as and when required basis and also may be assigned some special duties of the IT division of both the campuses even odd hours for special cases without any extra cost to the CSIR-IICB.
2. The Bidder selected shall ensure the following service norms for Onsite - Resident Service Engineers:
 - a. The Bidder shall provide services at CSIR-IICB Jadavpur Campus premises and CSIR-IICB Salt Lake Campus premises. The Bidder should extend the services for all special working days of CSIR-IICB at its campuses (Jadavpur and Salt Lake) without any extra cost to the CSIR-IICB.
 - b. Onsite-Resident Service Engineers should follow the Holidays as announced by CSIR-IICB from time to time.
 - c. Onsite-Resident Service Engineers availability for Jadavpur Campus of CSIR-IICB as follows:
 - i. Service availability timings: 09:30 hours to 18:00 hours from Monday to Sunday.
 - ii. Monday to Friday: Both Onsite - Resident Service Engineers should be present.
 - iii. Saturday and Sunday [Week wise: Any One Onsite - Resident Service Engineer should be present on a roster basis week wise. [For Example, If Onsite - Resident Service Engineer 1 is present on Saturday then Sunday will be a week off for Onsite - Resident Service Engineer 1 for the same week, and Similarly, If Onsite - Resident Service Engineer 2 is present on Sunday then Saturday will be the week off for Onsite - Resident Service Engineer 2 for the same week.]
 - d. Onsite-Resident Service Engineer availability for Salt Lake Campus of CSIR-IICB as follows:
 - i. Service availability timings: 09:30 hours to 18:00 hours from Monday to Sunday.
 - ii. Monday to Friday: The Onsite - Resident Service Engineer should be present.
 - iii. Saturday and Sunday [Week wise: If Onsite - Resident Service Engineer is present on Saturday then Sunday will be a week off for Onsite - Resident Service Engineer for the same week, and Similarly, If Onsite - Resident Service Engineer is present on Sunday then Saturday will be the week off for Onsite-Resident Service Engineer for the same week.]
 - e. Depending on the workload the Onsite - Resident Service Engineers may be deployed at any of our campuses as and when required basis and also may be assigned some special duties of the IT division of both campuses even on holidays and odd hours for special cases without any extra cost to the CSIR-IICB and Onsite - Resident Service Engineers must be arranged their own transportation during such cases for intercampus movement.
 - f. In case of an emergency and on holidays during special cases the Onsite - Resident Service Engineers must provide the services as and when required basis without any extra cost to the CSIR-IICB.
 - g. The Service Engineer should also extend the services for Sunday in an emergency or Special cases without any extra cost to CSIR-IICB as when required basis.
 - h. Depending on the workload the Onsite - Resident Service Engineers may be deployed at any of our campuses as and when required basis and also may be assigned some special duties of the IT division of both campuses even on holidays and odd hours for special cases without any extra cost to the CSIR-IICB and Onsite - Resident Service Engineers must be arranged their own transportation during such cases for inter campus movement.
 - i. One Onsite - Resident Service Engineers should maintain a log register of all calls attended, pending issues, preventive maintenance records, and details of spare parts replaced during the contract period if any etc.
 - j. All Onsite - Resident Service Engineers shall their daily attendance in a register maintained with the IT Division or Security Gate mandatorily. There shall be no leave of any sort given to the Onsite

- Resident Service Engineers from the CSIR-IICB side. If any Onsite - Resident Service Engineer want to be on leave, then he / she shall have to inform IT Division Head or In-Charge in advance and the AMC Bidder. The AMC Bidder on such request from Onsite-Resident Service Engineer shall arrange a suitable substitute for those Onsite - Resident Service Engineers.
 - k. Service Management Level Monitoring and Reporting: All Call reports should be generated by the Bidder and the total call status and reports will be submitted to the IT division every quarter. Every quarter end the AMC bidder should provide the records of call booking and repairs carried out for verification by the IT Division.
 - l. Onsite - Resident Service Engineers must have good hands-on expertise in maintenance of hardware & software, ability to work with any operating system software including Windows, Linux, and Mac OS etc.
 - m. Onsite - Resident Service Engineers must be maintained professional behavior with the staff during the contract.
 - n. CSIR-IICB will provide a working space for Onsite - Resident Service Engineers.
 - o. In case of any doubt about the Onsite - Resident Service Engineers about the experiences, way of dealing with the problems, behavior with the staff etc. the institute has the reserve right to make queries on any dispute.
 - p. The Onsite - Resident Service Engineers shall attend to the service calls at any of the campuses of CSIR-IICB as and when required basis and during special cases. No TA/DA is admissible for intercampus movement.
 - q. The AMC Bidder will post additional Onsite - Resident Service Engineers if found necessary during the period of the contract. Such posting will be based on a mutual agreement between CSIR-IICB and the AMC Bidder. The rates should be followed the same rates which are quoted for Onsite - Resident Service Engineers in this tender.
 - r. Onsite-Resident Service Engineers posted by the Bidder shall be available throughout the working hours on all working days of CSIR-IICB. Replacement of Onsite-Resident Service Engineers shall be posted, if the regular Onsite - Resident Service Engineers is on leave etc. The Onsite-Resident Service Engineers may follow the CSIR-IICB closed holidays list from time to time.
 - s. In case of unsatisfactory performance by the Onsite Resident Service Engineers, the institute reserve right to ask for a change of Onsite - Resident Service Engineers at any point of time with approval from the Head, IT Division of CSIR-IICB.
 - t. A hard copy of log book and the online ticketing system shall be followed and maintained by the Onsite - Resident Service Engineers in which to record all the complaints made.
 - u. The Onsite - Resident Service Engineers shall attend to all the complaints immediately on receipt and the same will be followed, rectified and updated through the computerized ticketing system also in addition to hard copy of log book.
 - v. Periodic change of engineers by the AMC Bidder will not be permitted. However, the Onsite - Resident Service Engineers shall have to be replaced by the AMC Bidder immediately without any extra charges if found incompetent by this office. In case, the deployed Onsite – Resident Service Engineers could not attend the office and suitable replacement may be arranged well in advance with prior intimation to the Head of the IT Division.
3. Inclusion / Deletion of items from AMC on a pro-rata basis:
- a. During the AMC tenure, if a new item, not in the AMC list, needs to be included in the existing list of the item under AMC, of a similar category which is approved by the Head, IT Division and purchase committee, then a letter from CSIR-IICB shall be given to the Bidder (after any quarter) after which they have to provide maintenance for the items. The Bidder can do necessary changes in their quarterly billing with a copy of a letter from CSIR-IICB. It is applicable for any of the campuses of CSIR-IICB (Jadavpur and Salt Lake).
 - b. During AMC tenure, if an item, needs to be excluded from the existing list of the item under AMC due to valid reason which is approved by the Head, IT Division and purchase committee, then a letter from CSIR-IICB shall be given to the Bidder (after any quarter) after which they have to amend the list and the bill for the remaining items only with a copy of letter from CSIR-IICB. It is

- applicable for any of the campuses of CSIR-IICB (Jadavpur and Salt Lake).
- c. Deletion or Addition of items should be done with approval from Head IT Division and Purchase Committee of CSIR-IICB.
 4. Gate Pass:
 - a. Gate Pass will be issued by the user Division / Unit in whose PIR of the material exists. The Security Gate pass rules must be followed if required against the maintenance contract in order to take out the items for repairing / replacement work.
 5. Penalty clause:
 - a. All faults booked on any working day will have to be rectified the same day otherwise latest by the next working day.
 - b. In case the AMC Bidder fails to rectify within the time frame in the Penalty clause (a) then the Bidder has to provide a standby identical item on the next working day and take parallel action for repairing up to the next consecutive 7 working days.
 - c. In case the AMC Bidder fails to rectify within the time frame in the Penalty clause. (a) & (b) where no STAND BY is provided and fault persists beyond the above period or faulty equipment is taken by the Bidder for repair and not returned within the stipulated days from the date of booking then, CSIR-IICB shall be at liberty to get the same repaired from an outside source and recover the cost from AMC Bidder from the pending AMC bill or performance bank guarantee along with approval from Head, IT Division and Purchase Committee.
 - d. Fault booked will be treated as rectified if and only if the AMC Bidder gets a satisfactory report from the user on the date of rectification.
 - e. All the Onsite - Resident Service Engineers shall mark their daily attendance in a register maintained with the IT Division. There shall be no leave of any sort given to the Onsite -Resident Service Engineers from the CSIR-IICB side. If any Onsite - Resident Service Engineer want to be on leave, then he/she shall have to inform IT Division Head and the AMC Bidder. The AMC Bidder on such request from Onsite - Resident Service Engineer shall arrange a suitable substitute for those Onsite - Resident Service Engineer. If the AMC Bidder fails to provide a suitable substitute for the Relieved Onsite - Resident Service Engineer or if the Onsite - Resident Service Engineer remains absent from his/her duty, then the AMC Bidder shall levy Onsite - Resident Service Engineer per day charges as a penalty as their offer mentioned for Onsite - Resident Service Engineer of Annexure — A.
 - f. Premature termination of the contract on unsatisfactory performance: - CSIR-IICB would terminate the contract on unsatisfactory performance of the Bidder. Unsatisfactory Performance would mean the AMC Bidder is unable to provide a permanent solution to a problem within 21 days of lodging the complaint or assets of CSIR-IICB have been taken out by the Bidder for repair and returned in unserviceable form or Not fit for use or subsequently not returned even after three persistent reminders from the user Division/Unit in whose PIR of the material exists then CSIR-IICB if such instances occur more than three times in a single quarter or six times in a year, then termination would be effected based on the recommendation of the Head IT Division and the approval of Purchase Committee subject to the approval of the Director, CSIR-IICB.
 6. The bidder should also extend the services for the warranty items of the desktop computers, laptops, printers, scanners and work stations. The scope of the bidder for warranty items are services and maintenance including follow up with OEM for replacement of parts or spares, installing software's, operating systems installation, periodical check-up, installation of application software's, installing antivirus software, installation of the operating system, drivers, installation of hindi software's, other govt. software's or patches installation etc.
 7. The items which are under AMC; the scope of the awarded AMC Bidder as follows:
 - a. Hardware — This would include the actual components/assemblies/subassemblies of the Servers, Work stations, Computers, Laptops, Printers, Scanners, etc. This would also include the components/assemblies / sub-assemblies of peripherals / other accessories / Connectors / Cables / Charging Adapters and Cables / Cords / Monitor & Monitor Screens / Mother Boards / Ports/ Touch Pads / Graphic cards / RAM / Hard Disks / Keyboards / Mouse's / System CMOS Batteries /

- and any other physical components required to run the Servers, Computers, Work Stations, Laptops, Printers, and Scanners.
- b. Software — This would include installation of all the software related to Operating Systems, Application Software's, System Software, Mailing Software's, Anti-virus software installations, Office software's, Hindi Fonts and Software's, Digital Signatures installation, Kavach installation, Govt. Portal compatible software's and any other unspecified software required to run the regular work including components / peripherals / applications / software's etc.
 - c. Services — This would include backup solutions, cleaning of the system/s and peripherals, disaster recovery solutions, general antivirus checks, and regular maintenance like running diagnostics tests to ensure that all the components are working fine/efficiently.
8. AMC Bidder shall provide Comprehensive AMC for all AMC listed items as per the contract order. AMC Bidder will ensure that the replacement parts are the same or better configuration as that of the original or equivalent at no extra cost to IICB. In case the same make of component is obsolete, the AMC Bidder will replace the defective component with a new one that is equivalent/better in configuration. The obsolescence of components shall not be taken as an excuse for declaring faulty hardware Repair Not Possible (RNP). In case it becomes impossible to maintain the hardware due to the obsolescence of the technology, the Bidder shall suitably upgrade them without any extra charges. Transportation and safety of hardware from the IICB site to the repair center (if required) and vice versa shall be the sole responsibility of the Bidder.
 9. The Work Stations listed under the maintenance should be the scope of the AMC Bidder for comprehensive AMC for both software and Hardware components including installation, configuration, backup, restore, reinstallation, and re-configuration of either Windows or Linux-based operating systems. Application Software's installation and maintenance, Services also the scope of the AMC Bidder.
 10. The Servers listed under the maintenance should be the scope of the AMC Bidder for comprehensive AMC for both Software and Hardware components including installation, configuration, backup, restore, reinstallation, and re-configuration of either Windows or Linux-based Server operating systems. Application Software's installation and maintenance, Services like DNS, Hosting Web Services, DHCP, Security, Firewall etc. also the scope of the Bidder as required by the institute and IT division.
 11. AMC Bidder shall provide the services like Installation of Application Software's like Antivirus, Office, etc. and Maintenance of virus free environment for all Servers, Work Stations, Desktops, and Laptops.
 12. The contract shall include maintenance and free replacement of defective components in the equipment under comprehensive maintenance.
 13. Maintenance of Printers will cover all hard ware and Software including driver's installations, Printer Cables etc. is the scope of the AMC Bidder except Cartridges.
 14. Installation of Antivirus software ensuring blocked spam, viruses, etc., Hindi implementation software, Government web portal compatible software, digital signature keys installation and mapping etc.
 15. Installation of required software's like DSC Installation, Tender Portal compatible software's in desktops, laptops etc.
 16. Maintenance shall include installation and updating of all kinds of software including operating systems, office applications, and anti-virus.
 17. Hardware & software maintenance of Servers, Work Stations, Desktops, Laptops, printers, and scanners etc.
 18. The maintenance shall Include the replacement of spare parts. Every component will be considered to be part of the system even if it is a power cable, laptop power adapters, networking equipment, mouse, keyboard etc. Even if a single component is not working it will be considered that the entire system is not working.
 19. All the repairs and servicing of equipment shall be carried out on-site at the place where it is located and in an exceptional circumstance where the equipment/s / component/s is/are to be taken to Company's premises/service center for repairs, standby arrangement will be made. The equipment taken to the workshop for repair would be at the company's own risk and expenses and should follow the security gate pass rules.
 20. Any damage or loss caused to the Computer/s, Laptop/s, Work Station/s, Printer/s, Server/s, Scanner/s or

- their parts due to negligence, or mishandling by the AMC Bidder then AMC Bidder shall pay the cost by surveying the market price of that items or buy a new one of the same make and specifications and it must handover to the CSIR-IICB.
21. The replacement of components, sub-assemblies, and assemblies shall be as per manufacturers' instructions under orders of the IT Division. The parts replaced would belong to a similar make/configuration/specification/company or higher make company.
 22. It shall be the responsibility of the AMC Bidder to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the respective department after the expiry of the contract.
 23. No data or any devices containing data of the CSIR-IICB users should be taken out of the campus without written permission from the competent authority.
 24. Service for shifting AMC items from one Campus to another Campus or within the campus or building or campus premises should be provided by the bidder through residential engineers as and when required basis without any extra cost.
 25. The AMC Bidder shall maintain the equipment and shall use genuine/original components for replacement wherever needed. The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Until and unless written orders of the IT Division are conveyed, the original specification/characteristics/features shall not be changed or modified under any circumstances. To cross-check this point, the IT Division may even sometimes ask the bidder to provide a copy of the invoice to ensure AMC for Computer Hardware and other peripherals installed at CSIR-IICB campuses that only genuine spare parts are being procured from Master Parts Reseller and not from grey market.
 26. The AMC Bidder shall be responsible for taking back up of data and program available in PC before attending the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users.
 27. The AMC Bidder shall install/replace any item/s in AMC equipment if and when the department procures some additional items for upgradation or requirement such as software, hardware etc.
 28. The AMC Bidder shall be responsible for dust free and cleaning of all hardware's listed under AMC items.
 29. Systems have to be maintained during the entire period of the contract in working condition with Quarterly Preventive Maintenance.
 30. The Bidder must hand over all the information to the CSIR-IICB before the tender or contract expiry date.

Proposed Tentative Eligibility Criteria:

1. The bidder must be valid ISO certified for Similar Services like AMC of Desktop Computers, Laptops, Printers, Scanners, Work Station Computers and Servers etc. The proof should be submitted along with the Technical bid.
2. The bidder should be registered with all Government / Statutory authorities such as the Sales Tax Department, GST, Income Tax Department, etc. as required in the normal course of business to render providing similar services. The supporting valid document copies shall be required to be submitted along with the Technical bid.
3. The bidder should have an average annual turnover of Rs. 15 lakhs or more especially from IT services for the financial year 2020-2021, 2021-2022, 2022-2023 & 2023-2024 and the valid proof of documentary evidence must be provided with the Technical bid.
4. The bidder should have the established Service / Repair center along with Service engineers to execute the comprehensive AMC contract and valid proof of documentary evidence must be provided with the Technical bid.
5. The Service Engineers should be competent enough along with good hands-on experience / expertise for executing the AMC services as per the scope of the tender [List of Service Engineers Names along with Qualifications, Experiences, etc. must be submitted with Technical bid].
6. The bidder should have rendered similar services of at least 2 orders of more than Rs. 15 Lacks each during the last 4 years i.e. (FY 2020-2021, 2021-2022, 2022-2023 & 2023-2024) for AMC of Computers, Servers, Work Stations, Laptops, Printers and Scanners etc. These 2 orders should be from the Government Departments or Agencies like State or Central / PSU / CSIR Labs / Govt. Autonomous institutes / CSIR / UT / IITs / NIT s / Government Academic or Research institutes etc. [The bidder must provide individual work order copies and a Certificate of satisfactory completion or satisfactory performance along with a Technical bid].
(Or)
The bidder should have rendered similar services of at least 4 orders of more than Rs. 7.5 Lacks each during the last 4 years i.e. (FY 2020-2021, 2021-2022, 2022-2023 & 2023-2024) for AMC of Computers, Servers, Work Stations, Laptops, Printers and Scanners etc. These 4 orders should be from the Government Departments or Agencies like State or Central / PSU / CSIR Labs / Govt. Autonomous institutes / CSIR / UT / IITs / NIT s / Government Academic or Research institutes etc. [The bidder must provide individual work order copies and a Certificate of satisfactory completion or satisfactory performance along with a Technical bid].
7. The bidder should have not been Black listed by any of the Government agencies in the past years for any reasons whatsoever. Hiding this fact will be viewed very seriously. If it comes to be the notice of CSIR-IICB at any stage of the tendering process or during the AMC period, then the Bidder will be debarred from tendering process or the AMC order will be terminated. (The bidder must submit an undertaking along with a Technical bid.)
8. CSIR-IICB reserves the right to ask the bidder to submit the shortfall documents pertaining to their eligibility criteria etc. (if submitted documents are not readable) mentioned in the tender document after the opening of the technical bid within the stipulated time failing which their technical offer may be considered as non- responsive. The Bidder will not be asked to submit any documents pertaining to eligibility criteria and terms & conditions mentioned in the CSIR-IICB's tender enquiry after opening of technical-bids / offers and same will be rejected as incomplete offer.

Note: All the Startups/MSEs are to be allowed for relaxation of conditions of prior turnover and prior experience of public procurement subject to meeting quality and technical specifications as per G.O.I. norms.

Proposed Tentative Selection & Evaluation Criteria:

1. Vendors submitting quotations with basic cost and applicable taxes separately for all the items available in Annexure-A list from Sl. No. 1 to 8 of our tender inquiry will be considered for evaluation for selecting the lowest quoting firm. Missing out on any item will make the quoting firm non- responsive to our requirement and the bid will be rejected.
2. In Annexure-A, the list from Sl. No. 1 to 8 will be considered for commercial evaluation for selecting the technically lowest quoting firm on a consolidated basis inclusive of all taxes.
3. Technically qualified quotations will be evaluated on a consolidated basis (based on firm quoting for all the items available in Annexure-A inclusive of all taxes) to identify the technically responsive suitable lowest quoting firm. For evaluation purposes, the quantity mentioned in the list of proposed items for AMC will be taken for calculation inclusive of all taxes. The vendor must quote for all items available in Annexure-A. Consolidated rates/amount from the vendor without mentioning item-wise rates along with applicable taxes separately would not be considered and their offer will be out rightly rejected.
4. Vendors should mention in their quote the basic price, taxes applicable, and any incidental charges towards supply/services, etc. separately. If any cost component other than the basic price is not indicated, then the rates quoted will be considered as inclusive of all taxes and charges.
5. Any clarification and confirmation from the vendor after the opening of the bid of such nature which modifies the original quote in order to suit or meet the CSIR-IICB's tendered specifications would not be considered and accepted. Technical evaluation will be done strictly as per the details mentioned by the vendor in their original offer with respect to the tendered specifications and terms & conditions of CSIR-IICB.
6. Any confirmation / clarification / modification by the vendor against the letter from CSIR- IICB for communicating to them the technical points of rejection would not make the firm technically suitable if the item concerned is not quoted in their original offer and their offer will stand as technically rejected. Prices also as offered by the vendor will remain firm & final as per the original bid and no alteration in quoted items or prices will be accepted based on the letter conveying the points of technical rejection.

Price Schedule Form

S. No	Description of articles for Comprehensive On-site Annual Maintenance Contract	Unit Price	Qty	Total	Tax	Total with GST
1	Desktop Computers (HP/ Lenovo/ Dell/ Acer/ Fuitsu etc.)		455			
2	Laptops (HP/ Lenovo/ Dell/ Acer/ VAIO etc.)		88			
3	Printers (HP/ Canon/ Brother/ LEXMARK/ Epson etc)		297			
4	Scanners (HP etc)		19			
5	Workstations (HP/ Dell/ CHIEFTECH/ Fujitsu/ Tyrone/ SUPERMICRO etc.)		21			
6	Servers (HP ProLiant DL360 Gen 9/ HP ProLiant DL580 Gen 9/ IBM System X 3250 M4/ IBM System X 3250 M3/ IBM System X 3630 M4/ Power Edge (DELL) T410/ IBM System X 3500 etc)		10			
7	Onsite- Resident Service Engineer at CSIR-IICB, Jadavpur Campus.		02			
8	Onsite- Resident Service Engineer at CSIR-IICB, Salt Lake Campus		01			

Note: The bidder shall quote the price for one-year maintenance contract as a single job. Part quote shall be summarily be rejected.

The evaluation will not be based on item-wise basis, rather the evaluation will be on a consolidated basis. Please upload the prices of all the items (SL No. 1 to SL No. 8) mentioned in the Annexure –A through price schedule form (mentioned in Page No. 31 of the Tender Document) and BoQ (in .xls file)

Chapter 5

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
 - ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)
2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

- a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*
 - a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

4
18/5/2023
(Kanwalpreet)
Director

Tel.: -223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Annexure**Example explaining applicability in scenario explained in para 4 c (a)(iv)**

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.
