

TENDER REFERENCE	IICB/PUR/599/569/AMC/23/2022-23
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 : purchase@iicb.res.in

TENDER DOCUMENT

FOR

**COMPREHENSIVE ON-SITE MAINTENANCE CONTRACT FOR COMPUTERS, SERVERS, LAPTOPS,
PRINTERS, SCANNERS AND WORKSTATIONS AT CSIR-IICB KOLKATA [JADAVPUR AND SALT
LAKE CAMPUSES] FOR ONE 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/599/569/AMC/23/2022-23	COMPREHENSIVE ON-SITE MAINTENANCE CONTRACT FOR COMPUTERS, SERVERS, LAPTOPS, PRINTERS, SCANNERS AND WORKSTATIONS AT CSIR-IICB KOLKATA [JADAVPUR AND SALT LAKE CAMPUSES] FOR ONE YEAR PERIOD	ONE JOB	Single stage – double envelope system. [Techno-Commercial Bid and Priced Bid]	Bid Securing Declaration to be furnished. Format given with tender document. Failure to furnish the Bid Securing Declaration will entail in rejection of bid.

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) dated 16th September 2020*
 - The eligibility of the Supplier is restricted to Indian Suppliers only.**
 - The Purchaser intends to give purchase preference to products/Goods manufactured and services rendered by Micro, Small and Medium enterprises.

“Class-I Local Supplier” means a Supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined in Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020 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) dated 16th September 2020 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) dated 16th September 2020 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.

- 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/service 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) dated 04th June, 2020** and 16th September 2020, 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) dated 04th June, 2020 and 16th September 2020.**

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

5. 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.

STORES AND PURCHASE OFFICER

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) DATED 16 SEPTEMBER 2020, SHALL BE APPLICABLE IN THE TENDERING PROCESS. THE SAID OM IS AVAILABLE ON THE WEBSITE OF THE DEPARTMENT OF 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, along with 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. The following conditions shall apply to the tendering process :

Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020.

- 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 judicial 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. "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
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial; owner is the natural person(s), who, whether acting alone or together, or through one or more judicial 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 shareholders agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

CONTENTS OF TENDER / BIDDING DOCUMENT

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

Chapter No.	Name of the Chapter
1	Terms and Conditions
2	Detailed Terms and Conditions marked as ANNEXURE-A
3	Forms

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 for 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 Provider / 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

1.1. 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 Un-Priced Techno-Commercial Bid and the Priced Bid shall be submitted at the e-portal in separate packets as described above.

1.2. The Un-Priced Technical 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 AMC services, GST Registration, Trade license, Income Tax PAN, Proof of address [service and repair center] of office at Kolkata and any other document required for rendering services like AMC.	.pdf
4	Copy of any three AMC Work Orders [for similar services], with each order being issued in different financial years during 2016-17, 2017-18, 2018-29, 2019-20, 2020-21 and 2021-22, together with the certificate of completion / certificate of satisfactory performance.	.pdf
5	Scanned Copies of Balance Sheets of past three financial years ending 31 March 2022 so as to show average turnover of more than Rs. 10 lakh from IT services during each of the three financial years.	.pdf
6	All other documents and declarations as are to be submitted under the terms and conditions of the Tender Document	.pdf
7	Copy of at least two AMC Work Orders [for similar services] of more than Rs. 5 lakh each issued by Government departments / agencies, during the last six (6) financial years [i.e during 2016-17, 2017-18, 2018-29, 2019-20, 2020-21 and 2021-22] together with the certificate of completion / certificate of satisfactory performance.	.pdf
8	List of Personnel proposed to be deployed as Skilled Resident Service Engineer together with all supporting documents	.pdf

All the above scanned document must be e-signed prior to being uploaded and saved in the system.

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

Sl. No.	Document Required	Document Type
1.	Price Schedule Form duly filled-in and signed by Bidder	.xls

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

- 1.5. 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.
- 1.6. 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.
- 1.7. 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.
- 1.8. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.
- 1.9. 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

- 2.1. Bidders are requested to note that they should necessarily submit their financial bids in the MS-EXCEL format provide 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 filename. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. The bidder shall quote the price for one-year maintenance contract as a single job. Part quote shall be summarily rejected.**

3. PERIOD OF CONTRACT

- 3.1. The Maintenance Contract shall be for a period of one [1] 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.
- 3.2. 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

- 4.1. The offer should be valid for at least 90 days from the date of opening of the Technical Bid.

5. EVALUATION OF BID

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

- 5.4. The Maintenance Contract shall be awarded to the lowest evaluated responsive Bidder. A Performance Security equivalent to 3% 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.
- 5.5. 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.
- 5.6. 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 Word Order / Contract failing which the contract/ work Order shall be deemed to be cancelled.

6. PAYMENT

- 6.1. Payment will be released on quarterly / half yearly 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

- 7.1. 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

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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

- 9.1. 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

- 10.1. 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 hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute 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.

10.2. 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 thereof 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 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.

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

11. APPLICABLE LAW

11.1. 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 process or 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.

12.4. 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.

12.5. 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 thereon 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 contractor 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. ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS

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

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

Yours Faithfully,

Bodhisattwa Dhar
Stores & Purchase Officer

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 under Rule 144 (xi) of the General Financial Rules (GFRs)	08

FORM -01

Prescribed Format for Application

(to be submitted on the Letterhead of the Bidder)

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

SUB: COMPREHENSIVE ON-SITE MAINTENANCE CONTRACT FOR COMPUTERS, SERVERS, LAPTOPS, PRINTERS, SCANNERS AND WORKSTATIONS AT CSIR-IICB KOLKATA [JADAVPUR AND SALT LAKE CAMPUSES] FOR ONE YEAR PERIOD.

Ref: Your Tender Document No.dated

Dear Sir,

I/We have read and understood the terms and conditions for comprehensive on-site maintenance contract for computers, servers, laptops, printers, scanners and workstations at CSIR-IICB Kolkata [Jadavpur and Salt Lake campuses] for one 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. 1 to Sl. No. 19 of Annexure A of the Tender Document and also given in the MS-EXEL 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.1 to 19 of Annexure A of the Tender Document and in the MS-EXEL BOQ file].

Yours faithfully,

Date _____

Signature _____
Name & Designation _____

FORM -02

(Details of Service Engineer)

(To be submitted on Bidder's letterhead 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 and Area (Computer/Laptop/ Printer/Scanner/Software Service)	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 [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

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 letter head and signed by the authorised signatory of Bidder)

Reference : Order No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 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 ____ % [_____ (in words) percentage.

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

Sr. No.	Name of the Location	Full Address of the Location
1.		
2.		

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 upto 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:

Authorised Signatory of OEM
Name:
Designation
Address
Mobile No.
e-mail ID
Company Seal.

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 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read the Point No.13 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.