



INDIAN INSTITUTE OF CHEMICAL BIOLOGY

(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
4, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032 (W.B.) India

REQUEST FOR QUOTATION

M/s Beckman Coulter India Pvt. Ltd. Unit Nos. TF-B-07(A) to 15, 3 rd Floor, B Wing, Art Guild House, Phoenix Market City, LBS Road, Kurla (West), Mumbai 400 070	Ref. No.	IICB/PUR/505/530/22/2021-22
	Date	22.12.2021
	Bid Declaration Form	Not Applicable
	PBG	Not Applicable
	Last Date of Submission	As mentioned in the NIC's CPP Portal

Dear Sir/s,

Director, IICB invites your offer for the following item/s. Kindly send your offer in **Single Bid Format through NIC's CPP Portal by way of URL <http://etenders.gov.in/eprocure/app>** as per schedule mentioned in the Tender document.

Sl. No.	Material Description	Quantity
1	Spares for the Beckman Coulter L90K Ultracentrifuge: CHASSIS, P.S. AASY.CE E329549 (PART NO. 364042)	01 No.
2	INVERTER ASSEMBLY, CE E329546 (PART NO. 364045)	01 No.

- **Installation of the spares and the functionality of the equipment, in the present case, will be the sole responsibility of the supplier / Indian Agent.**
- **Offer is to be quoted in INR/Foreign Currency only (i.e. multicurrency).**

Please note : Quotation may be submitted through NIC's CPP Portal under **URL <https://etenders.gov.in/eprocure/app>** and financial quote may be provided in BOQ. Required documents as per instructions of this enquiry may also be submitted through portal. **No manual quotation will be accepted.**

TERMS & CONDITIONS FOR TENDERS

- Please indicate the item serial numbers of our enquiry letter against the names of respective item quoted by you or quote in the same order as mentioned above.
- Complete specifications of items should be given with the name of manufacturers. Offer of stores vaguely described or incomplete offers are liable to be ignored. Literature/Pamphlets of the quoted item/model should also be enclosed with the quotation.
- The delivery of the item is needed within weeks from the date of order. THE OFFERED DELIVERY PERIOD SHALL HAVE TO BE STRICTLY ADHERED TO INCASE AN ORDER IS PLACED.
- All the above instructions and our standard terms and conditions printed overleaf must be complied failing which your offer may be liable for rejection.
- CONDITIONAL tenders shall not be considered.
- CSIR-IICB is exempted on GST at reduced rates vide Notification No. 45/2017- Central Tax (Rate)/No. 47/2017-Integrated Tax (Rate), Dated 14.11.2017 issued by Ministry of Finance (Department of Revenue), Government of India. Please quote accordingly and indicate the basic cost and taxes separately.
- CSIR-IICB will issue the required certificate along with Purchase Order of mentioned above at Sl. No. 6 for availing exemption on GST at reduced rates if PO is awarded.
- The prices are to be quoted in INR/Foreign Currency only.
- Firm may kindly provide the copy of past purchase orders placed on the firm by various organizations for the items those are being quoted to CSIR-IICB in the present case or the price list of the quoted items as per IICB's enquiry.**
- If quote is provided by Indian Agent / Authorized Distributor then Manufacturer's authorization is to be submitted by the authorized distributor along with the bid.**
- The Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for ten years after end of warranty period, if required. – **Not applicable in this case.**

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12. The Institute reserves the right to seek past purchase order copies from the user organizations. The past purchase order copies obtained from the user organizations will be kept entirely confidential & this will only be for tallying the prices for reaching at proper decision by Decision Making Committee of CSIR-IICB.

13. If there is any discrepancy in the cost quoted between PDF Financial bid and BOQ, then the cost mentioned in the BOQ will be final.

14. The Institute also may seek performance certificates from equipment manufacturers/the user organizations so as to confirm satisfactory functioning, installation & commissioning of the equipment, if applicable.

15. This lab./instt. is registered with Deptt. of Scientific & Industrial Research, Govt. of India and thus is exempted from payment of excise duty and concessional rates of custom duty is leviable vide notification no. 10/97 dated 01.03.1997 and 51/96 dated 23.07.1996 respectively.

16. Submission of detailed requirements for installation & commissioning of the equipment : All Vendors / Agents must submit full details and requirements for installation & commissioning of the Equipment as per Technical Specifications submitted by them, if applicable.

- (i) Water Supply (Filtered, Flow rate) Civil Works including Foundation, Flooring.
- (ii) Mechanical and Fabrication work required.
- (iii) Ambient Temperature Control (if required, as applicable).
- (iv) Cooling requirement (if any).
- (v) Electrical and Power requirements.
- (vi) Space and Dimensions for Installation of the equipment as per the Quotation of the Vendor.
- (vii) Requirements of Special Gases, if any.

17. (i) A Bid Security (BS) of **Rs. 00.00** is to be submitted along the bid as per our detail Terms & Conditions.
(ii) A Performance Security (PS) of **00%** of the ordered value/ contract value needs to be submitted as mentioned in our detail terms & conditions.

18. **The bidders should quote as under:**

The price of the goods quoted ex works including all custom duties, if any and other taxes already paid. The percentage of GST/IGST which will be payable on the goods if the contract is awarded. The price for inland transportation, insurance and other local services required for delivering the goods to the ultimate destination.

(i) (a) CSIR-IICB is exempted on GST at reduced rates vide Notification No. 45/2017- Central Tax (Rate)/No. 47/2017-Integrated Tax (Rate), Dated 14.11.2017 issued by Ministry of Finance (Department of Revenue), Government of India. Please quote accordingly and indicate the basic cost and taxes separately.

(b) CSIR-IICB will issue the required certificate alongwith Purchase Order of mentioned above at sl. No. (a) for availing exemption on GST at reduced rates, if PO is awarded.

(c) TDS will be applicable as per GST Rules.

(d) Customs Duty Exemption Certificate (CDEC) may be provided. If CDEC is provided then GST Certificate will not be provided and GST will not be applicable.

Note: The offers of the firms who quote on Ex-works basis and do not mention the handling, documentation, packing, forwarding, transportation & insurance charges etc. separately shall be rejected as incomplete.

19. **The mode of despatch of the items must be mentioned clearly in the quotation. Please indicate the approx. weight & measurements of the consignments also.**

20. **All offers should be valid for 90 days from the date of opening of the quotations.**

21. **The printed terms & conditions, if any, sent along with the tender shall not be binding on us.**

22. **The (Lab) reserves the right to reject or accept any or all the quotations received either in part or in full without assigning any reasons.**

23. **Bidder is requested to submit their offers in Single Bid Format through NIC's CPP Portal by way of URL <http://etenders.gov.in/eprocure/app>**

24. **The firms must provide the Technical Compliance Statement that they comply to the tendered technical specifications of CSIR-IICB.**

25. **The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid. CSIR-IICB is a public funded scientific R&D centre and institute of higher studies (PhD). Please consider quoting special prices applicable to academic institutions as per your company policies.**

26. **Payment :**

**a) For payment in Indian Currency : 100% payment on bill basis would be released after full supply, complete & successful installation of the spares as certified by the user scientist.
For payment in Foreign Currency : 100% payment through wire transfer would be released after full supply,**

- complete & successful installation of the spares as certified by the user scientist.**
- b) **No advance payment will be made.**
 - c) **Advance payment can be made up to only 30% of material cost subject to submission of Bank Guarantee. All the bidders are requested to furnish the following details in your letter head with signature and also cancelled cheque for authenticity along with your bid for making e-payment (RTGS/NEFT)**
 - i) **11 digit core banking Account Number**
 - ii) **Type of Account (Saving / Current)**
 - iii) **Name of Account Holder**
 - iv) **Name of Bank & Branch**
 - v) **IFSC Code Number**
 - vi) **MICR Number**
 - d) **Foreign supplier, if quoted in foreign currency, will provide the Bank Details also in their letter head along with offer.**

27. **Warranty**

The Supplier must warrant that the goods supplied under the Contract are new, unused and the most recent or current and incorporate all recent improvements in design, materials as per specifications in this Tender Document. All Vendors (Manufacturers / Agents) must submit offers with **as per OEM from the date of successful and complete installation, commissioning, demonstration and testing** in all respects at Site, i.e., (CSIR-IICB, 4 Raja S C Mullick Road, Jadavpur, Kolkata – 700 032 / ~~CSIR IICB TRUE Campus, CN-06, CN-Block, Sector-V, Salt Lake 700091~~). The compliance of this clause by the vendor would be the part of the evaluation criteria.

28. **Installation, Commissioning, integration and demonstration :**

Installation, Commissioning, integration and demonstration will be the sole responsibility of the Supplier / Indian Agent. Installation, Commissioning, integration and demonstration with all infrastructural works have to be done by the supplier. The vendor and Indian Agent will complete the installation & commissioning within **15 days** from the date of supply of equipment to CSIR-IICB. **Installation of the spares and the functionality of the equipment, in the present case, will be the sole responsibility of the supplier / Indian Agent.**

29. **Force Majeure Clause :**

1) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

2) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

30. **Penalty Clause :**

Subject to Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or 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 0.5% of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause on Termination for Default. Delay in supply and installation will affect this clause. Delay in installation beyond deadline as mentioned in Clause No. 28 will also attract the penalty Clause.

31. **Denial clause :**

If delay in delivery is due to default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD). In the denial clause, any increase in statutory duties and/or upward rise in prices or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties and foreign exchange rate.

32. **Termination for Default :**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part.

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to an Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or

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coercive practices etc.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited; if applicable.
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

33. Extension of time :

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

34. Applicable Law :

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved as per Point No. 35 (Settlement of Disputes).

35. Settlement of Disputes :

i) The Purchaser and the supplier/service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

(ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods/service under the Contract.

(iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier/service provider relating to any matter arising out of or connected with this agreement, such disputes or difference 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. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

(b) In the case of a dispute between the purchaser and a Foreign Supplier/service provider, the dispute shall be settled by arbitration

In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

(v) Notwithstanding any reference to arbitration herein,

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

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

36. Performance Security : Not Applicable in this case.

CSIR-IICB reserves the right to ask the vendors / suppliers to submit the shortfall documents pertaining to their eligibility criteria etc. as mentioned in the tender document after opening of the offer within the stipulated time failing which their technical offer may be considered as non-responsive.

37. In pursuant of the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India and IICB's Notice bearing No. IICB/Pur/SPO/GFR/2020-21 dated 27.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India, firms are required to submit the "Certificate" as per format provided as mandatory eligibility criteria for acceptance of their offers. If this certificate is not provided by the firm then their offer will be rejected. No such certificate from the firm will be accepted after opening of the bids.

Clauses:-

- (i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender/enquiry only if the bidder is registered with the Competent Authority.

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- (ii) **"Bidder" (including the term 'tendered', '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) **"Bidder from a country which shares a land border with India" for the purpose of this Order (i.e. OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India means:-**
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - 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:-
- 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(s), has a controlling ownership interest or who exercises control through other means.
- Explanation -
- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint the 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;
- 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 or entitlement to more than fifteen percent of capital or profits of the partnership;
 - 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 or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 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 of ownership.
- (v) An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.
- (vi) The successful bidder shall not be allowed to sub-contract the Purchase Order (in full or in part) or any work/services mentioned in the contract/Purchase Order to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Thanking you,

Yours faithfully,
Stores & Purchase Officer

(For and On behalf of The Council of Scientific & Industrial Research)

Format for declaration by the Bidder for Code of Integrity & Conflict of Interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

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

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid.]

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

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

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with IICB's Tender Enquiry, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

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

Certificate

[To be submitted by the bidding/participating firm in their letter Head]
(Certificate is to be addressed to the Director, CSIR-IICB)

[For details for OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India and IICB's Notice bearing No. IICB/Pur/SPO/GFR/2020-21 dated 27.07.2020 may be referred to CSIR-IICB's website <http://www.iicb.res.in> under tender notice]

To

The Director
CSIR-Indian Institute of Chemical Biology (IICB)
4, Raja S. C. Mullick Road,
Jadavpur
Kolkata – 700 032.

Sir

With reference to IICB's tender Enquiry bearing No. dated
..... this is certified that:-

- (i) I have read the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India and the Notice bearing No. IICB/Pur/SPO/GFR/2020-21 dated 27.07.2020 of CSIR-IICB pertaining to clause regarding restrictions on procurement/services from a bidder of a country which shares a land border with India; I hereby certify that bidder M/s. is not from such a country and is eligible to be considered.
- (ii) The manufacturer of the offered item does not pertain to such a country which shares land border with India.
- (iii) If our bid is accepted as per certificate given by us as Point No. (i & ii) above is found to be false, this would be a ground for immediate termination and further legal action in accordance with law by the procuring entity (i.e. CSIR-IICB on behalf of CSIR, New Delhi) may be taken.

For and on behalf of M/s.

[Seal of the firm]

Place:-

Date:-