



# 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

<b>M/s. Leica Microsystems GmbH</b> <b>Ernst-Leitz-Strasse 17-37</b> <b>35578 wetzlar/Germany</b>	<b>Ref. No.</b>	IICB/PUR/599/604/25/2022-23
	<b>Date</b>	15.12.2022
	<b>EMD</b>	NIL
	<b>PBG</b>	NIL
	<b>Last Date of Submission</b>	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 only by way of URL <http://etenders.gov.in/eprocure/app>** as per schedule mentioned in the Tender document.

Sl. No.	Material Description	Unit
1	PMT module water cooled SP5/SP8, Part No. 15000906000001	01

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.
- Samples, if called for, shall be submitted free of charge.
- 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. **Deleted**
- CSIR-IICB will issue the required certificate along with Purchase Order of mentioned above at Sl. No. 7 for availing exemption on GST at reduced rates if PO is awarded. **Not Applicable**
- The prices must be quoted in both FOB and CIF separately, if firm intends to quote in foreign currency.

#### 10. If the quote is provided by the Indian Agent / Indian Authorized Distributor on behalf of foreign principal:

**If the quote is provided by the Authorized Distributor, the Manufacturer's Authorization is to be submitted by the Authorized Distributor along with bid.**

- 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.**
- 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.
- Bidder must provide past purchase orders placed on them by various organizations for similar items or the price list. Copy of past purchase orders provided by your organization will be kept confidential and it will be used by the Decision Making Committee of IICB for arriving at a proper decision only.**
- The Institute also may seek performance certificates from equipment manufacturers/the user organizations so as to confirm satisfactory functioning, installation & commissioning of the equipment.
- 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.
- 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.

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

- ENQUIRY FORM
17. (i) A Bid Security (BS) of Rs.NIL is to be submitted along the bid as per our detail Terms & Con.
- (ii) A Performance Security (PS) of 0% of the ordered value/ contract value needs to be submitted as mentioned in our detail terms & conditions.

18. The bidders should quote as under:

**For goods manufactured within India.**

The price of the goods quoted ex works including all custom duties 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---**NOT APPLICABLE.**

(b) CSIR-IICB will not issue the required certificate along with 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.**

**For goods manufactured abroad**

The price of the goods, quoted on FCA (named place of delivery) or FOB (named port of shipment) as specified in the bidding document. The price for insurance and transportation of the goods to the port/place of destination.

The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

Towards customs duty and other statutory levies as per applicable rates.  
Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

The Insurance & Freight charges being obtained are purely for the purpose of comparison only and CSIR reserves the right to place purchase order on FOB basis.

**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 indigenous offers should be valid for 90 days and all import offers should be valid for 120 days from the date of opening of the quotations.
21. Payment of Agency commission to the Indian Agent of foreign suppliers shall be made if the same is mentioned on the invoice of their principals and would be as per the exchange rate prevalent on the date of negotiation of documents/drawal of foreign currency.
22. The printed terms & conditions, if any, sent along with the tender shall not be binding on us.
23. 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.
24. 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>
25. The firms must provide the Technical Compliance Statement that they comply to the tendered technical specifications of CSIR-IICB.
26. 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.
27. Taxes: CSIR-IICB is exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty (at concessional rates) under notification No.51/96 dated 23.07.1996. Hence Excise Duty and Customs Duty, if any, should be shown separately.
28. **Payment :**  
The financial quote in INR for placement of purchase order to the foreign supplier for imported items and making the payment through LC/Wire Transfer will not be accepted. Suppliers are requested to quote in foreign currency for imported items if purchase order is to be placed to the foreign supplier for shipment and making payment to the foreign supplier through LC/Wire Transfer.

**For foreign supplier :**

- (i) 100% payment through Wire Transfer after complete and successful installation of the spares against submission of bills, challans, inspection reports etc.
- (ii) **For indigenous Supplier:-**100% payment would be released after complete and successful installation of the spares against submission of bills, challans, inspection reports etc.
- a) No Advance payment will be accepted.
- b) Advance for 30% of order value only can be made against submission of Bank Guarantee.
29. **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 **warranty of 01 year from the date of successful and complete installation, commissioning, demonstration and training in all respects at Site, i.e., (CSIR-IICB, Kolkata - 700 032).**

30. **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 **30 days** from the date of supply of equipment to CSIR-IICB. **Installation of spares, in the present case is the responsibility of the supplier. Delay in installation may attract penalty clause.**

31. **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.

**Back Purchase Clause:** If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

**Option Clause:** The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

34. **Denial clause:** Since delay in delivery is a 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 letter informing the supplier of extension of the delivery period. 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.
35. **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 or its sub-contractor(s) 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.
36. **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.
37. **Settlement of Disputes**

- (i) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (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 may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- (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 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, 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.

### 38. 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 clause no. 37

### 39. Performance Security : Not Applicable in this case

39.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security i.e. 10% of the purchase order value valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

39.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

39.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

39.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of Purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

39.5 The Performance Security shall be in one of the following forms :

- (a) A bank guarantee or stand by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents, Or
- (b) A Banker's Cheque or Account Payee Demand Draft in favour of the Purchaser, Or,
- (c) A fixed Deposit Receipt pledged in favour of the Purchaser.

39.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, with any interest.

39.7 In the event of any contract amendment, the supplier shall within 21 days of receipt of such amendment, furnish the amendment to the Purchaser and performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

40. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule, in accordance with ITB.

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

(i) The Bid is unsigned.

(ii) The Bidder is not eligible.

(iii) The Bid validity is shorter than the required period.

(iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

(v) Bidder has not agreed to give the required performance security.

(vi) The goods quoted are sub-standard, not meeting the required specification etc.

(vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.

(viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

(ix) If EMD is not submitted as per the Terms & Conditions of the tender enquiry.

(x) If Code of Integrity and Conflict of Interest (duly signed) is not submitted by the vendor. [**Code of Integrity and Conflict of Interest:** The firm and the procuring entity should observe the highest standard of ethics and should not indulge in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Coercive Practice, Conflict of Interest, Obstructive Practice.]

41.

#### 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 GCC Clause on 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 coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

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;

(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.

However, the supplier shall continue to perform the contract to the extent not terminated

**Fall Clause: Vendor has to provide a certificate that the rates quoted are the same and not higher than those quoted with other CSIR Labs/Instts, Government, Public Sector or Private Organizations.**

**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.**

**Vendor, along with their quotation / bid, will provide the copy of the past purchase orders for the quoted / offered items placed on them by various organizations or copy of endorsed price list from the manufacturer. The copy of the past purchase orders provided by the vendor will be kept confidential and it will be used by the Decision Making Committee of IICB for arriving at a proper decision only.**

Yours faithfully,

  
Stores & Purchase Officer  
For and On Behalf of CSIR

**MANUFACTURERS' AUTHORIZATION FORM**

*(Refer para 5.1.2 (ix)(b) of the CSIR Manual)*

*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]*

**Format for declaration by the Bidder for Code of Integrity & conflict of interest**  
*(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)*

**(On the Letter Head of the Bidder)**

Ref. No: \_\_\_\_\_

Date \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_  
(Name & address of the Purchaser)

Sir,

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

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

Y FORM

**Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)**

**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 clause no. 1.1.3 and Point No.17 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 for Make in India ( to be furnished on Original Equipment Manufacturer's official letter head and signed by the authorised signatory of OEM )**

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 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:

Authorised Signatory of OEM.

Name:

Designation

Address Mobile No.

e-mail ID

Company Seal