



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 Premas Life Sciences Private Limited. E 49/5, 2 nd Floor, Okhla Industrial Estate, Phase II, New Delhi – 110 020. E-mail : cs@premaslifesciences.com	Ref. No.	IICB/PUR/599/611/32/2021-22
	Date	30.12.2021
	EMD	NIL
	PBG	NIL
	Last Date of Submission	Immediate

Dear Sir/s,

Director, IICB invites your offer for the following item/s. Kindly send your offer in **sealed cover** through post / by hand. Please read carefully terms and conditions of bidding and submit your offer accordingly.

SL NO	ITEM DESCRIPTION	QUANTITY
01	COVID sequencing assay (96 samples)	02
02	MiSeq Reagent Kit (150-cycle)	03
03	COVID sequencing primer pools (384 cycles)	01

Bidder has the option to quote in INR as well as any fully conversable foreign currency.

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.
- 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.
- The prices must be quoted in both FOB and CIF separately, if firm intends to quote in foreign currency.**
- If the quote is provided by the Indian Agent / Indian Authorized Distributor on behalf of foreign principal:**
Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.
If the quote is provided by the Authorized Distributor/Indian Agent, the Manufacturer's Authorization is to be submitted by the Authorized Distributor along with bid.
- Bidder must provide past purchase orders placed on them by various organizations for similar items or the price list.**
- This lab./instt. is registered with Deptt. of Scientific & Industrial Research, Govt. of India and thus concessional rates of custom duty is leviable vide notification no. 10/97 dated 01.03.1997 and 51/96 dated 23.07.1996 respectively.

ENQUIRY FORM

13. 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 and Certificate of Registration issued by Ministry of Science and Technology (Department of Scientific and Industrial Research) Govt. 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.**

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.

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

15. 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.

16. 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/draw of foreign currency.

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

18. 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.

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

20. The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order .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.

21. Taxes: CSIR-IICB is exempted from payment of Customs Duty (at concessional rates) under notification No.51/96 dated 23.07.1996. Hence Customs Duty, if any, should be shown separately.

22. **Payment :**

a) **For foreign supplier :**

100% payment against Wire Transfer after satisfactory supply as certified by user scientist.

b) **For indigenous supplier :**

100% payment would be released after satisfactory supply as certified by user scientist.

c) No advance payment will be made.

23. **Penalty Clause :**

Penalty (Liquidated Damages) @ **0.5%** of basic price per week will be deducted from Manufacturer's/ Indian Agent's Bill for delay in Delivery & Despatch beyond Delivery dates (as extended by IICB in Purchase Order and Letter of Credit Schedule). Maximum deduction for failing to deliver within IICB,s approved delivery period & extensions will be limited to **10%** of Ex-works Value (equivalent in Indian Rupees) for non-fulfilment of delivery deadlines and any other contractual obligations as per Purchase Order. Once the maximum is reached, IICB may consider termination of the Contract. Delay in Installation & Commissioning beyond contractual deadline will result in forfeiture of Performance Bank Guarantee.

24. **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

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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.

25. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved within Kolkata, jurisdiction only.

26. 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, if applicable as per terms and conditions of the enquiry.

(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) Non-submission of Manufacturer's Authorization.

(xi) 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.]

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 failing which their 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.

Thanking you,

Yours faithfully,


Stores & Purchase Officer

ENQUIRY FORM

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