



Enquiry No.: IICB/PUR/599/516/AMC/06rt/2023-24

Date: 01.03.2024

From: The Director  
Indian Institute of Chemical Biology

Due Date	As per NIC CPP Portal
----------	-----------------------

To:  
M/s. MEDISPEC(I) LTD  
"A" – WING, 601 LOTUS CORPORATE PARK  
JAY COACH, OFF. W.E. HIGHWAY  
GOREGAON(EAST), MUMBAI 400 063

### REQUEST FOR QUOTATION

Dear Sir,

Please send your quotation for **ANNUAL MAINTENANCE CONTRACT (AMC)** for the following Equipment/Instrument/Item through NIC's CPP Portal.

Sl. No.	DESCRIPTION OF MATERIALS	Quantity
01	AMC OF XFe24 Extracellular Flux Analyzer [ SL NO.: 420101, Model No.: XFe24 ] to be effective for one year from the date of AMC/Work Order.	01 job.
<ol style="list-style-type: none"><li><b>Type of Maintenance:</b> Non –comprehensive AMC</li><li><b>Visits:</b> 02 [Two] Preventive Maintenance visits + unlimited breakdown as and when required visits during the duration of the AMC.</li><li><b>Nature of AMC :</b>Non-Comprehensive</li><li><b>Job Site :</b> CSIR-IICB Kolkata, Jadavpur Campus</li></ol> <ul style="list-style-type: none"><li>Installation / replacement of any spare free of cost if spares are ordered and delivered on chargeable basis during the AMC period. This clause will be applicable only in case of a non-comprehensive maintenance service plan.</li><li><b>On emergency breakdown, equipment must be attended immediately and in any case not more than four working days (exclusive of date of intimation from IICB) failing which liquidated damage/penalty will be incurred @0.5% of the contract value for each week or part there of delay up to maximum of 10% of the order value.</b></li><li><b>GST No. of CSIR-IICB : 19AAATC2716R3ZA.</b></li><li><b>Service provider other than the manufacturer will submit the valid Manufacturer's Authorization issued by the principal company along with offer/quotation. The authorization certificate should bear the complete name, designation, address, e-mail ID and phone number of the person / official under whose signature the authorization is being issued. Further, the authorization certificate should confirm that the service provider / bidder has all the necessary technical expertise, qualified and trained manpower, all tools and instruments etc. that would be required to render effective and efficient maintenance coverage for the equipment in question.</b></li></ul>		

Stores & Purchase Officer  
For & On behalf of The Council of Scientific & Industrial Research

#### Terms & conditions:-

(Please go through the terms & conditions carefully before submitting the quotation especially payment terms at Point No. 6. Conditional offer will not be accepted).

## TERMS & CONDITIONS

1. All Bids/Quotations shall be submitted through NIC's CPP Portal.
2. Quotation must include details with percentage break ups if any such as service tax etc. as per GST Act (i.e. Basic service charges for AMC and the Service Tax applicable etc. as per GST Act). If AMC is comprehensive in nature then the taxes applicable in percentage must be mentioned as per GST Act.
3. deleted.
4. Taxes on Goods and Services :- The rate of Taxes in terms of percentage must be clearly indicated wherever chargeable as per GST Act.
5. Quotation must be valid for three months from the date of quotation. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

### 6. Payment terms:-

- (i) **No advance payment will be made.**
- (ii) **Payment against Invoice/Bill within 30 days after satisfactory services at CSIR-IICB.**
- (iii) **We may accept the payment terms pertaining to AMC in two half yearly equal installments as follows:-**
  - (a) **50% payment of the AMC charges will be made after completion of the first six months of the contract period subject to the satisfactory service certificate from the user of the equipment under the AMC contract.**
  - (b) **Balance 50% payment will be made after completion of the AMC contract period subject to the satisfactory service certificate from the user of the equipment under the AMC contract.**
- (iv) **We may also accept the payment terms in quarterly equal installment basis subject to the satisfactory service certificate from the user of the equipment.**
- (v) **Following information should be reflected in the Invoice/Bill for making payments through e-mode:-**
  - (a) **11 Digit core Banking Account Number**
  - (b) **Type of Account (Saving / Current)**
  - (c) **Name of Account Holder**
  - (d) **Name of Bank & Branch**
  - (e) **IFSC Code No.**
  - (f) **MICR No.**
- (vi) **For making payments please submit your pre-receipted over a revenue stamp of Rs. 1/-. The period of AMC and the period of claim should be clearly mentioned in the invoices.**
- (vii) **The Income Tax to be deducted at source (if any) may please be reflected in your invoice along with your Pan Number. CSIR-IICB will deduct Income Tax at source as per Govt. norms/regulations/directives without any prior intimation at the time of making payment to the vendors.**
- (viii) **The copies of service reports of preventive / Emergency Services duly signed by the user should be submitted to the Stores & Purchase Division along with the invoices while submitted for payment. Service Providers are requested to keep such records/documents with signature of the user of the equipments under AMC.**
- (ix) **GST-TDS will be applicable as per GST Rules.**

7. Your firm should not provide similar services / AMC to any other party at a cost lower than that charged from CSIR-IICB. An undertaking for this may be provided along with bid.

8. (i) No. of preventive maintenance must be equally spaced during the entire period of AMC.
- (ii) On Emergency Breakdown, equipment must be attended **immediately not more than four working days (exclusive of date of intimation from IICB) failing which liquidated damage / penalty will be incurred as indicated in this tender enquiry.**
- (iii) Down time should not be **more than four days (exclusive of date of intimation from IICB).**
- (iv) The down time may be added in the AMC period and accordingly, the AMC duration shall also stand extended.

9. (i) The parts, replaced on chargeable basis should be returned to the Stores, CSIR-IICB in case of non-comprehensive AMC.

(ii) Any spares and consumables required has to be provided by the contract holder i.e. CSIR-IICB to be replaced on chargeable basis in case of non-comprehensive AMC.

10. Right to Information Act 2005: The tenderer may indicate if any information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of your company.

11. Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

12. Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

### 13. 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. 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.

(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 to the Supplier.

### 14. Debarring the firms from business:

The process of debarring the firm would be initiated in the below mentioned cases subject to the recommendation of the decision making committee and Director, CSIR-IICB. The conditions for debarring the firm are:

**(Supply means: - Services to be provided under the terms & condition of AMC)**

**(Purchase Order means: AMC Contract issued by CSIR-IICB and entered with the service provider).**

- i) Not supplying the services/materials as mentioned in the Purchase Order.
- ii) Not fulfilling the contractual obligations as per the terms & conditions of the Purchase Order.
- iii) Not able to provide the required spares during the contract period of AMC or the period as specified in the vendors quotation "or" in the tender enquiry "or" Purchase Order of the buyer at the time of the procurement of the

- equipment from OEM.
- iv) Repeated failures for keeping the equipment functional.
- v) Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions and recorded by CSIR-IICB during the AMC period and specified above in Point no. 14 (iii)/during the life cycle of the equipment.
- vi) In case it is proved that the services being provided to CSIR-IICB has been sub-letted to some other vendor.

#### 15. Termination for Insolvency:-

The Purchaser (CSIR-IICB) may at any time terminate the Contract by giving written notice to the Supplier (Service Provider), 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.

#### 16. Termination for Convenience

(i) The Purchaser (CSIR-IICB), by written notice sent to the Supplier (Service provider), may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(a) To have any portion completed and delivered (services) at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/Services.

17. **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.13 (settlement of disputes)

#### 19. Notice

(i) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the Purchase Order/Contract.

(ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

20. 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. **The firm has to provide "Format for declaration by the Bidder for Code of Integrity & Conflict of Interest" duly filled and signed.**

21. Notwithstanding the above:-

(a) Director, CSIR-IICB reserves the right to accept/reject fully or partially any Bid received against this Enquiry without assigning any reason thereof.

(b) Director, CSIR-IICB is at the liberty to terminate the AMC at any time without assigning any reason. However, the payment will be made for the period during which services has been provided subject to the certification from the user of CSIR-IICB for the equipment under AMC.

22. In pursuance 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 (Annexure-.....) 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.
- (ii) "Bidder" (including the term 'tendered', 'consultant' or 'service provider' in certain (contexts) means 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:-

- 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 juridical person(s), 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 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;
  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 (i) or (ii) or (iii) 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 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.

**23. In pursuance of the OM bearing No. P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June, 2020 and again on 16<sup>th</sup> September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India and IICB’s Notice bearing No. IICB/Pur/SPO/Notice/Vendor dated 16.10.2020 regarding declaration of vendors as Local Supplier Class I/II, it is hereby intimated that only Class I & II local suppliers are eligible to bid. In this context, all participating firms are requested to provide the enclosed form (Chapter XVIII) duly filled and signed. No such self-certification/declaration from the firm will be accepted after opening of the bids. The details are available at Tender Notice of IICB’s website <http://iicb.res.in>.**

**Minimum Local Content: The ‘local content’ requirement to categorize a supplier as Class I local supplier is minimum 50%. For ‘Class II local supplier’, the ‘local content’ requirement is minimum 20%.**

**Class I local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content and provide self-certification that the item offered meets the local content requirement for Class I local supplier/Class II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.**

**In pursuance of the OM bearing No. P-45021/102/2019-PP(BE-II)(E-29930) dated 26.11.2020 issued by Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India, bidders offering imported products will fall under the category of Non-Local Supplier and they can’t claim themselves as Class I local supplier / Class II local supplier by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.**

**24. a) 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.**

**b) 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.**
- **Certificate from bidder 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.**

**STORES & PURCHASE OFFICER**

**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

Annexure-.....

**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 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) If our bid is accepted as per certificate given by us as Point No. (i) 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:- .....**



# Self Certification/Declaration

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

[Certificate is being provided in line with Government of India (GOI) Public Procurement Order No. P-45021/2/2017-BE-II dated 15.06.2017, P-45021/2/2017-PP (BE-II) dated 28.05.2018, P-45021/2/2017-PP (BE-II) dated 29.05.2019, P-45021/2/2017-B.E.II dated 04.06.2020 and P-45021/2/2017-PP (BE-II) dated 16.09.2020 regarding "Public Procurement (Preference in Make in India), order 2017-Revision"]

To

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

Sir

We have read and understood the GOI notification No. P-45021/2/2017-B.E.II dated 04.06.2020 & "P-45021/2/2017-PP (BE-II) dated 16.09.2020 regarding "Public Procurement (Preference in Make in India), order 2017-Revision" and other orders as mentioned above issued by Department of Commerce and Industry. Accordingly, we certify/declare the followings against IICB's Enquiry No. .... dated.....

- (i) Offered item pertains to ..... (Name of the make/Model - to be filled by the supplier)
- (ii) (a) M/s. .... (Name of the supplier) is local supplier meeting requirement of minimum local content (50%) defined in as above order (Class-I local supplier).  
OR  
(b)M/s. .... (Name of the supplier) is local supplier meeting requirement of minimum local content (20%) defined in as above order (Class-II local supplier).

[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 item 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]

- (iii) Details of location at which local value addition has been made/being made is as follows:-  
.....  
.....  
.....

- (iv) We also understand, false declaration will be 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 Financial Rules along with such other actions as may be permissible under law.

**Signature For and on behalf of M/s. ....**  
**Name and Designation:-**  
**Mobile No.:-**  
**Office Telephone No.**  
**E-Mail ID:-**

[Seal of the firm]

Place:- .....  
Date:- .....

**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.]*

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 maintenance service of the equipment (insert name of the equipment/system) as per the scope of service/terms and conditions stipulated in the tender referred above.

Further, it is certified that *[insert complete name and address of the bidder]*, has all necessary expertise, qualified and trained manpower, all tools and instruments etc that would be required to render effective and efficient maintenance coverage for the equipment *[insert name of the equipment/system]*

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]*

**\*(Not required in case the bidder itself is the manufacturer)**