



National Center for Biological Sciences

Tata Institute of Fundamental Research

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ENQUIRY

Ref: NCB/CM23-1131/231653

December 12, 2023

Dear Sirs

Please let us have your **Quotation** for the following:

S.No.	Item Code	Description	Qty	UOM
1	LMLCA000048	Liquid Helium for the maintenance of two NMR magnets at the NMR facility with a minimum purity of 99.9999%	750.00	LT

1. The quotation shall be submitted in a sealed envelope duly superscribed with the enquiry number, and the due date for Ref No: 231653. The bids should be addressed and to be mailed/couriered (sent by post/courier) to 'THE HEAD-PURCHASE'.

The bids are liable to be rejected if the sealed envelope is not addressed to "THE HEAD-PURCHASE" with Tender Ref No. and Item Description and due date. The bids delivered in person shall be dropped in Purchase Section. If the bids are sent through courier or mail, it should reach by submission date and time and NCBS will not be responsible for the delay.

2. DUE DATE FOR SUBMISSION OF QUOTATION AGAINST THIS ENQUIRY IS 22/12/2023 BY 2.00PM.

3. QUOTATIONS RECEIVED AFTER THE DUE DATE SHALL BE REJECTED.

4. The validity of your quotation should be for 60 days from the due date.

5. All duties, taxes, surcharge and cess as currently applicable must be stated in your quotation, separately. Otherwise your quote is liable to be rejected.

6. Your quotation should indicate delivery period & warranty period.

7. Delivery to be made to our stores. Please indicate charges, if any extra. Transit Insurance should be done upto NCBS Stores.

8. If you are unable to supply the quality, specifications or brand as mentioned in our enquiry, please state so and then offer alternative to quality/specifications.

9. Payment: within one month after delivery & acceptance/satisfactory installation.

10. Please ensure that the enquiry number and the due date is superscribed on the envelope failing which your quotation is liable to be rejected.

11. Since we are a public funded research institution, we are exempted from paying Customs duty (Except ad valorem duty of 5% + 2% Cess and 1% Cus Sec & High Edu. CESS vide Notification No. 51/96 with latest amendments) and excise duty vide Notification No. 10/97 CENTRAL EXCISE dated 01-03-1997 for all scientific equipments, technical instruments, equipments (including computers), their accessories, spares, consumables and software. Hence, please offer your prices

12. If the item is covered under DGS&D rate contract, please quote the rate as per the DGS&D rate contract with xerox copy of the DGS&D order.

13. Any dispute or differences that may arise between the parties shall be referred to the sole arbitration of the Centre Director or his nominees. The decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

14. Liquidity Damages: If the equipment/ items as per specifications in our P.O. is not supplied (shipped) within the specified delivery schedule, then liquidated damages (not in terms of penalty) will be imposed automatically and shall be deducted from the bill at the rate of 0.5% per week subject to a maximum of 10% of the order value.

15. Income Tax at the applicable rates as per the Indian Income Tax Act 1961 will be deducted at source for the services availed / ordered. In case of service provider, the rate of tax deduction shall be at 2% as per Section 194C, and in case of fee for professional / technical services under section 194J, the tax reduction shall be at the rate of 10%. In case service provider does not provide PAN number, the deduction shall be at 20% under section 206 AA.

-Tax Deduction Certificates will be provided on request for non PAN holders & Foreign Vendors and PAN holders could avail them through NSDL site dealing with 26AS.

Yours faithfully
(Head Purchase)

1. KINDLY SUBMIT ANNEXURE – 1, 2 & 3 ALONG WITH THE QUOTATION FAILING WHICH SUBMITTED OFFER WILL NOT CONSIDER FOR EVALUATION.

2. STAGGERED DELIVERY: The total quantity of the ordered liquid helium is 750 liters. From the 750-liter liquid helium, we need 250 liters of liquid Helium at each quarter month of the year. We need the first 250 liters in the 3rd or 4th week of January 2024, then the next 250 liters possibly at the end of May, and the last 250 liters of Helium may be during October.

3. Micro and Small Enterprises (MSEs):

- Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME).
- The bidder submits registration of Udyog Aadhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

4. Make In India:

This invitation is only for Class “1” and Class “2” Suppliers as prescribed in “Public Procurement (Preference to Make in India) order 2017 of GOI. Dept of DIPP” (OM No. P-4502/2/2017-PP(BE-II) dated 04th June, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per Annexure –2 attached with the tender document. For indicating the price, the tenderers may choose any of the following: The ‘Class-I Local Supplier’ / ‘Class-II 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 requirement for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’ as the case may be.

5. Requirement of Registration of Bidders: As per O.M No. F.No.6/18/2019-PPD, dt.23/07/2020, the following condition to be fulfilled and the bidder shall submit the Necessary certificate/Undertaking as per the Annexure - 3 attached.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is Registered with the Competent Authority.

"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A Subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or

A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- 6. Dispute and resolution:** Any dispute or differences between the parties that cannot be settled by mutual discussion at appropriate levels shall be referred to the sole arbitration of the Director, NCBS or his nominee and his decision in the matter shall be final and binding upon the parties to the dispute. The venue of arbitration proceedings shall be Bangalore. In respect of any matters pertaining to such arbitration, the courts of law in Bangalore will have exclusive jurisdiction.

Annexure - 1

Bid Security Declaration
(to be submitted on Company's Letter Head)

I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids.

Name and Signature
of Authorized Signatory
and Company Seal

Certificate for Local Content
(to be submitted on Company's Letter Head)

"We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under "Class-I Local Supplier" Category. As being "Class - I Local Supplier", we are eligible for Purchase Preference under "Make in India" Policy vide GOI Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020).

OR

"We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under "Class-II Local Supplier" Category.

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

- 1.
- 2.
- 3.

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

1. Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
2. In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India Policy, if applicable.

ANNEXURE - 3

Declaration of Compliance of Order (Public Procurement No.1, 2, 3 & 4) dtd 23rd Jul 2020, 24th Jul 2020 and 23rd Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(To be submitted on Company's letterhead)

Tender No. :-

Date:

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that M/s (name of bidder entity) is not from such a country.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that M/s (name of bidder entity) is from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached)

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that M/s (name of bidder entity) does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that M/s (name of bidder entity) has valid registration to participate in this procurement.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent with Company seal

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____