Institute for Stem Cell Science and Regenerative Medicine
Autonomous institute of the Department of Biotechnology, Government Of India

inStem

Ref: **INS/L-5232/2022-2023(Y)** **Date :** 22/11/2022

ENQUIRY

Dear Sir/Madam,

Please let us have your Lowest Quotation for the following :

Sl. No	Cat. No	Item Description	Item Qty	UoM
1		Providing and installing World Squash Federation Certified A-Best championship back glass wall for squash court. Complete with all hardware and installation of 1325 mm x 2150 mm glass rear wall glass panel with ½" thick tempered glass and complete with all extruded aluminium hardware powder coated brilliant white, fins, games lines and silicone sealant for joint. Complete Including labour, materials, sundries, levies, necessary chamfered edges and 3 mm white ceramic silk screened lines bonded into glass at 25 mm intervals and 620 mm height.(The contractor shall take actual measurement at site and shall match the existing glass panel details). GOLD PLUS Tempered glass.	1	No.

Remarks :

Note :

1. The bids shall be enclosed in an envelope , and due date sealed duly marked "Tender for _____" Ref No : _____ . The bids should be addressed and to be mailed 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 inStem will not be responsible for the delay.

2. **DUE DATE FOR SUBMISSION OF QUOTATION AGAINST THIS ENQUIRY IS 06/12/2022 3.00 PM.**
3. QUOTATIONS RECEIVED AFTER THE DUE DATE SHALL BE REJECTED.
4. The Validity of your quotation should be for 60 days from the date.
5. All duties, taxes, surcharge and cess as currently applicable must be sated 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 inStem 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 advolerum duty of 5% + 2% cess and 1% Cess Sec & High Edu. CESS vide Notification No.51/96 Customs dt: 23.07.1996, Notfn No. 28/2003- custom dt: 01.03.2003,.

12.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.

13. Debarment of bidders by the institute for committing of offences or breach of contract will be governed by the provisions of Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division OM No. F/1/20/2018-PPD dated 02.11.2021 / relevant GFR provisions and based on approval of Nodal Ministry

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. *PORT of Entry FOR CUSTOM CLEARANCE-ICD BANGALORE INDIA The BILL OF LANDING & INVOICE SHOULD BE E- MAILED TO purchase@ncbs.res.in ATLEAST 2-3 WORKING DAYS IN ADVANCE. PORT OF DISCHARGE-CHENNAI AND FINAL DELIVERY-ICD BANGALORE THE ORIGINAL BILL OF LANDING AND A COPY OF INVOICE SHOULD BE SENT TO INSTEM DIRECTLY BEFORE SHIPMENT ARRIVAL FOR SPEEDY AND PROMPT CLEARANCE ANY DELAY AND DEMURAGE ON ACCOUNT OF THIS, ADDITIONAL COST INCURRED BY INSTEM DUE TO DELAY, THE SAME SHALL BE RECOVERED FROM YOUR PAYMENT.

16. 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%. The fee for technical service under section 194J shall be subject to TDS at the rate of 2%. 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.

17. Micro and Small Enterprises (MSEs):
a. 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) b. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.

18. Kindly provide HSN Code for the products quoted against Enquiry.

19. **FORCE MAJEURE CLAUSE:**

a) Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to the acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, and freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 90 days, either party may at it option terminate the contract without any financial repercussion on either side.

b) There may be a Force Majeure situation affecting the institute only, under which the institute shall have equal rights to claim relief under such Force Majeure situations.

Yours faithfully
For and on behalf of Institute For Stem Cell Science and Regenerative Medicine

Maniarasan B

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