



Speed-Post
CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
Sector 30-C, Chandigarh-160 030

Tender No.	CSIO/4(57)/2015-Pur	Date:	25.01.2016
-------------------	----------------------------	--------------	-------------------

Dear Sir,

We are interested to purchase the following items. Kindly send us the sealed quotations/Performa invoice indicating minimum delivery period. The sealed envelope containing your quotation super scribed with our reference no. and addressed to Director, should reach this office latest by **16.02.2016 at 5:00 PM**. The quotations will be opened on **17.02.2016 at 11.30 A.M.** in the presence of supplier's representative who wish to present themselves at that time.

Sr. No	Name of item	Qty. (Nos.)	BID* (SB/ TB)
1	Optical spectrometer with following specifications:- Working spectral range- 780 nm to 1180 nm with optical fiber connector input. Detector- CCD with pixels 2048 ❖ Terms & Conditions as per Annexure-‘B’ ➤ Please quote as per enclosed terms & conditions.	01	Single Bid

Yours faithfully

*
SB: Single Bid
TB: Two Bid

Controller of Stores & Purchase

E-MAIL: cosp@csio.res.in, purchase@csio.res.in, Phone: 91-172-2652651, Telefax: 91-172-2652651

IMPORTANT POINTS

The suppliers are requested to note the following points before submission of the bid.

1. Bid should be signed otherwise it will be rejected.
2. Bid validity should be as per Tender
3. Current Authorization certificate should be attached with the bid.
4. Please quote strictly as per the requirements.
5. Compliance chart etc. should be duly signed.
6. Bid will not be modified/altered causing material deviation after submission and will be a cause of rejection.
7. All the conditions of tender should be understood properly and complied & necessary Proforma for information wherever asked should be duly signed.
8. For Indigenous supply the rates should be on FOR, Chandigarh basis. For foreign supply the rates should be given FOB/FCA and CIF/CIP.
- 9. Please mention rates of packing, forwarding, freight, insurance charges, taxes, etc. If these rates are not reflected such offer shall be rejected as incomplete.**



Annexure- 'B'

CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
Sector 30-C, Chandigarh-160 030

Telephone: 91-172-2652651
Telefax : 91-172-2652651
Email: purchase@csio.res.in
Website: <http://www.csio.res.in>

(TERMS & CONDITIONS)

1. **GENERAL:** Quotations in closed cover are invited on behalf of the Director, Central Scientific Instruments Organisation, Chandigarh from the reputed Indian and foreign manufacturer. **The offer/ quotation must be strictly as per required specifications and the tender terms & conditions.**

2. **SUBMISSION OF OFFERS: (SINGLE/TWO BID)**
 - a. Quotation should be submitted directly by the party to whom the tender has been addressed. In case a party has been authorized to quote on behalf of the party to whom the tender has been sent, **such authorizations should be displayed/pasted on the envelope, otherwise such bids are liable to be rejected as unsolicited bids.**
 - b. **The quotation should be addressed to the Director, Central Scientific Instruments Organisation and sent to the Stores & Purchase Officer.**
 - c. Each offer/quotation should be kept in separate envelope against each item of the tender notice.
 - d. **In case of Two Bid system, the offer/quotation should be submitted in two separate envelopes containing Techno-Commercial bid and Price bid and these put in one envelope.**
 - e. **The outer cover containing the offer/quote should be super-scribed with our tender No., due date and date of opening of tender.**
 - f. **The offer must contain** the Technical Leaflets/literature and complete specifications of the quoted model(s) of the item along with general commercial terms & conditions, compliance statement of specifications & Compliance statement of tender terms & conditions. In case of two bid system, *no price should be quoted in the "Techno-commercial bid". Price should be quoted only in the Price Bid, which should be sealed and kept separately from the Techno-Commercial bid.*

3. **DUE & OPENING DATES:** The Offer/Quotations must reach at CSIO as indicated on the cover page. The tenders will be opened in the presence of bidders, who wish to present themselves at the time of opening of tender. In case opening date happens to be a holiday, the tender will be opened on next working day at the same time & location.

The price bids of two bid tender system shall be opened after technical evaluation of technical bids. The date of opening of price bids shall be informed to the bidders found suitable in technical evaluation.

4. **PRICES :**

Prices indicated on the price-schedule form shall be entered separately in the following manner:

(a) For Goods manufactured within India

i)	The price of the goods quoted Ex-works including taxes already paid.
ii)	VAT and other taxes like Excise Duty, etc. which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
iv)	The installation, commissioning and training charges including any incidental services, if any.

(b) For Goods manufactured abroad

i)	The price of the goods quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.
ii)	The charges for insurance and transportation of the goods to the port / place of destination.
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if any

The terms FOB, FCA, CIF, CIP, etc. shall be governed by the rules prescribed in the current edition of the INCO terms published by the International Chambers of Commerce, Paris.

Where there is no mention of packing, forwarding, freight, insurance charges, taxes, etc.; such offer shall be rejected as incomplete.

We are exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately.** Sales tax/other Govt. levies will be paid at actual and the prevailing rates of excise duty and sales tax etc. may be mentioned separately. **No other charges than those mentioned clearly in the quotation will be paid. Where Custom duty exemption is demanded no Sales tax/Vat will be payable. We would prefer to buy on High Sea Sales Agreement basis.**

Sales Tax: We are not authorized to issue any Sales Tax Form 'C' & 'D'. However, being R&D Organization concessional Sales Tax Forms can be issued, if it is applicable in your states from where the material is being supplied. In case of confusion in the figures and words of the quoted prices, the amount in words shall be treated final.

5. The Vague terms like “packing, forwarding, transportation..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.

6. **ANNUAL MAINTENANCE CHARGES:** The party shall mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period.

7. **SPECIFICATIONS:**

(A) Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party

8. **COMPLIANCE STATEMENTS:**

- a. **Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format given below.** The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.
- b. Similarly, **the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format,** along with quotation (with techno- commercial bid in case of two bid tender system).
- c. **The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.**

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications/ part / Accessories of tender enquiry	Specifications of quoted Model/Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

9. **PERIOD & MODE OF DELIVERY:** The delivery period is the essence of supply, hence it must be indicated specifically in the quotation. Mode of delivery, tentative size and weight of consignment may also be indicated in the quotation.

10. PAYMENT CONDITION:

A. FOR INDIGENEOUS SUPPLIES:

Payment will be released after supply of the equipment at Central Scientific Instruments Organisation, Chandigarh only after receipt and acceptance of material in good condition or after satisfactorily installation & commissioning of the equipment. Before release of final payment, a Performance Bank Guarantee for 10% of the total order value (valid upto 60 days beyond warranty period) is to be submitted (***PBG APPLICABLE ONLY IF ITEMS COSTING RS. 25 LAKHS & ABOVE***).

B. FOR IMPORTS:

The payment against imports shall be made through irrevocable L/C. **L/C will be opened for 100% FOB value. 90% of L/C amount** shall be released on presentation of complete and clear shipping documents and **remaining payment i.e 10% will be released only after the completion of satisfactory installation, demonstration and submission of Performance Bank Guarantee for 10% of the total order value. All foreign bank charges for L/C will be paid by the beneficiary.** Before release of final payment, a Performance Bank Guarantee for 10% of the total order value (valid upto 60 days beyond warranty period) is to be submitted (***PBG APPLICABLE ONLY IF ITEMS COSTING RS. 25 LAKHS & ABOVE***). **The payment of import consignment on Bill basis/credit will be preferred however the payment on Sight Draft and L.C. will also be acceptable.**

- 11. COMMENCEMENT OF WARRANTY PERIOD :** The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation/commissioning/demonstration at the project site in Central Scientific Instruments Organisation, Chandigarh. The warranty period and validity of warrantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.
- 12. NO ADVANCE PAYMENT :** No advance payment will be made to any supplier. In extreme circumstances advance payment will be made against the submission of Bank Guarantee of equivalent amount.
- 13. INSTALLATION:** **The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately** but in any case within one month after receipt of the item in the lab and the same will be put under operation to the satisfaction of our technical expert/Scientist who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.
- 14. WARRANTY:** The equipment/instrument must be warrantee for a period of **at least one year, if not specifically mentioned otherwise in the specifications sheet, from the date of its satisfactory installation/commissioning** against all manufacturing defects. If the equipment is found defective during this period the whole equipment or part thereof will have to be replaced/repared by the supplier free of cost at the lab. or at site of the supplier for which 'to and fro' expenses will be borne by the supplier. However, if the items are warranted for a period of more than one year, it may be specifically mentioned in the quotation.
- 15. SPARE PARTS:** Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least five years from the date of supply.

16. AFTER SALES SERVICES: It should be clearly mentioned in the quotation whether the after sales services during and after the completion of warranty shall be provided directly by the supplier or their authorized agent/representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases the original supplier shall be responsible for poor performance/services.

17. INSPECTION :

- a) The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- b) In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the lab. or CIF basis till satisfactory installation of the system.
- c) The supplier **should arrange for physical Inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/instit. to ascertain the date of arrival of consignment.

18. AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:

- a) In case there is involvement of an /Indian agent/representative in any form as mentioned at (b) below, an authority letter /copy of agreement from the principal manufacturer must be submitted with the quotation.
- b) Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.
- c) The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.
- d) Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.

19. USERS LIST :

- (a) The list of users specifically for the same model/make of the quoted item (not the list of general users) along with the complete name, address & contact numbers of the user organizations/persons may be submitted with the quotation along with the performance certificates from all/some of them.
- (b) **If you have supplied identical or similar equipment to other CSIR Labs./Instits., the details of such supplies for the preceding three years shall be given together with the prices finally paid.**

20. PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:

- a) **Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.**

- b) In case of delay in supply on part of the supplier, a penalty @ 0.5% per week subject to maximum of 10% of Order/FOB value will be charged for delayed period.
- c) If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the Central Scientific Instruments Organisation, Chandigarh shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
- d) **The same rate of penalty shall be applicable for late installation of the equipment/instrument also.**
21. **TRAINING:** Wherever needed, Our Scientist/Technical persons should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.
22. **VALIDITY OF OFFER :** The prices must be valid at least for a period of **90 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later.
23. **LATE/ DELAYED /UNSOLICITED QUOTATION:** Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
24. **ACCEPTANCE OR REJECTION OF OFFER:** The Director, Central Scientific Instruments Organisation, Chandigarh reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof.
25. **PAGE NUMBERING & SIGNATURES:** Your offer should be a page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.
26. **INTERIM ENQUIRIES:** No interim inquiries will be attended.
27. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its balance payment, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
28. **DISPUTE SETTLEMENT:** All disputes arising out of this contract shall be referred to the sole arbitration of the Director General of Council of Scientific & Industrial Research (CSIR) and Secretary, Department of Scientific & Industrial Research (DSIR) Govt. of India or his nominee, who is overall controlling authority of this laboratory as per the provisions of Indian Arbitration and Reconciliation Act 1996 and

his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be **CHANDIGARH, U.T. (INDIA)**. The purchase will be governed by Purchase Procedure – 2008.

Controller of Stores & Purchase

Encl: 1. Format for Compliance of Terms & Conditions.

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS & CONDITIONS

Tender No. _____

Due Date: _____

NOTE:

1. If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.
2. Kindly see the relevant terms & conditions of the tender document as mentioned in Col. No. 3 in each question before replying to the questions mentioned in Col. 2 below).

SN	Terms & condition of Tender document	Relevant Clause No. of the tender terms & conditions of the tender	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4	5
1	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India (Please specify)	Clause 2(a)		
	b) Whether quotation is being submitted by Indian Agent	Clause 2(a)		
	c) Whether the agent is registered with DGS&D?	Clause 2(a) & 19		
2	a) Whether the Techno-commercial and price bids (for two bid tender system only) have been kept in separate envelopes duly marked with "Techno-commercial Bid" and "Price Bids" respectively.	Clause 2(d) & 2 (f)		
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes.	Clause 2 (e)		
3	Whether techno-commercial Bid contains technical literature/ leaflets, detailed specifications & commercial terms & conditions.	Clause 2(f)		
4	a) If the prices are on FOR up to lab basis or FOB gateway airport basis, pl. specify	Clause 4(a) & 4 (b)		
	b) Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms.	Clause 4 (a & b) & 5		
5	a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation	Clause 6 (b) & (c)		
6	a) Whether the Price reasonability Certificate is submitted with quotation	Clause 6(b)		
	b) Whether copies of last two supply orders of the same item from other customers have been attached with the quotation	Clause 6(c)		
	c) If there is any difference in prices of last two orders & those quoted to us. If yes, please give reasons for the same			
	d) Whether supplied in CSIR Labs.	Clause 6 (d)		
7	Whether rates/amount of AMC after the warranty period is over has been mentioned	Clause 7		
8	Have you gone through the specification Clause & complied with the same	Clause 8 (A) & (B)		
9	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted			
10	Whether compliance statement of specifications has been attached with the quotation.	Clause 9		
11	a) Whether the delivery period for supply of the items has been mentioned	Clause 10		

	b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated	Clause 10		
12	a) Do you agree with the payment terms for indigenous supplies	Clause 11 A		
	b) Do you agree with the payment terms for import supplies?	Clause 11 B		
13	Do you agree about the date of commencement of warranty period & its extension is necessary.	Clause 12		
14	a) Who will install/commission and demonstrate the equipment at lab. FREE OF COST	Clause 14		
	b) Will you be able to do it within a month	Clause 14		
15	Have you mentioned the warranty period in your quotation and do you agree with guarantee clause?	Clause 15		
16	Spare parts	Clause 16		
17	After Sales service	Clause 17		
18	a) Do you agree that on receipt of material in damaged condition or short supply you will replace the same on CIF basis, free of cost pending the settlement of the insurance claim?	Clause 18(b)		
	b) Do you agree with the clause of physical inspection?	Clause 18 (c)		
19	For Import Cases only: Whether the conditions as per the clause 19 have been complied with.	Clause 19		
20	Whether list of specific user's for the same item & model as quoted along-with performance certificates from the users is submitted with offer	Clause 20		
21	Whether you agree to the penalty clause for late delivery & installation?	Clause 21 (a to d)		
22	Whether training to our scientist/technical person will be given free of cost . If yes, have you specified in quotation whether it will be in our lab? Or at supplier's site in India or abroad.	Clause 22		
23	Have you mentioned the validity period of the quotation as per our requirements	Clause 23		
24	a) Whether all the pages have been page numbered?	Clause 26		
	b) Whether quotation has been signed and designation & name of signatory mentioned.			
25	Do you agree to settle the issue through the sole arbitration of the DG, CSIR or his nominee?	Clause 39		

Signatures of the authorized signatory _____

Name of the signatory _____

Designation _____

Name & Seal of the quoting party _____ Dated: _____