



### General Terms and Conditions

1. Please send your Proforma Invoice/Quotation with full specifications & literature showing **FOB/FCA/CIP/CIF including inland Freight value. Cost of packing, forwarding, Air freight Transportation, if any, & Insurance charges** may please be mentioned invariably, failing which the tender will be rejected. The gross weight of the consignment may be intimated in the Proforma Invoice to decide the mode of dispatch.
2. **Offer/Bid for INR should be FOR, CSIO, Central Stores, Chandigarh. Taxes as are applicable should be indicated clearly failing which the offer shall not be considered. Indian Bidder shall have to mention the GST No.**
3. **Reasonability of Prices/Fall Clause**
  - i) Please quote best minimum prices applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices.
  - ii) The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to CSIO to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.
  - iii) Copies of at least two recently supplied orders of the last two years received from other customers along with details of such supply orders preferably in India for the same item/model may be submitted with the offer giving reasons of price difference of their supply order & those quoted to us, if any. The party must give details of identical or similar equipment, if any, supplied to any CSIR lab during the last three years along with the final price paid and Performance certificate from them.
4. **Custom Duty & GST:** CSIR-CSIO is a R&D Govt. Organization & the requirement is for R&D purpose. CSIR-CSIO is exempted from IGST and Custom Duty under Govt. Notification No. 51/96-Custom dated 23.07.1996, no. 43/2017-Customs dated 30.06.2017 and government notifications no. 45/2017-Central Tax(Rate) & No. 45/2017-Intergrated Tax (rate) dated 14.11.2017. Basic Duty is applicable under this notification. Accordingly bidder will have to submit their offer.
5. **Warranty:** Please mention the warranty period of equipment, which should be from the date of satisfactory installation.
5. Tenders/Quotations sent by FAX/Email are to be considered wherein EMD is not applicable at the risk of the bidders. Offers where EMD is required, the offers received through FAX/email will not be considered at all.
7. **Validity: The Performa Invoice/Offer/Bid should not be less than 90 days from the date of opening of price bids.**
3. **Liquidated Damages:** Being a Research and Development Organization, time is essence of the order the date of delivery should be strictly adhered to. Otherwise the Competent Authority reserves the right not to accept the delivery in part of full and/or to claim the liquidated damages 0.5% per week subject to maximum 10% of ordered value.
9. **Agency commission:** Please mention the percentage of Indian Agency Commissioning which will be paid in Indian Currency. Also please intimate the complete details of Indian Agent
10. If the supplies has to be made through Indian Agent, please send us the copy of legal contract/agreement/latest specific authorization certificate indicating that the Indian Agent M/s \_\_\_\_\_ are authorized to quote on our behalf and the terms and conditions settled by the Indian Agents with the buyer will be binding on their Principals. Further an Indian Agent cannot quote on behalf of two different foreign suppliers. If they submit two offers on behalf of two different foreign suppliers, their offers may not be considered.
11. In case Indian Agent quotes in INR; they cannot ask for issue of CDEC & GST levy both. However, we prefer to buy on High Sea Sales Agreement & payment shall be made on the basis of actual value indicated on Bill of Entry filed.
12. **Instructions for Indian Agents:** Agents in India of Foreign manufacturers shall submit valid authorization Certificate along with the tender
13. **Terms of Payment:** - Being a Govt. Organization, no advance payment with the order or before dispatch of consignment of goods will be accepted. Terms of Payment are:-
  - a) **Credit basis:** The payment will be made after receipt of the goods in good condition. The payment will be made through Electronic Clearance System (ECS). The complete bank details should be available on the offer as well on Invoice.
  - b) **Sight Draft:** The payment will be released through our Banker only after receipt of material in good condition.
  - c) **Letter of Credit:** The letter of credit for 100% of ordered value will be established in the supplier's country after acceptance of order with its terms by the supplier. However 90% payment will be released against shipping documents and balance 10% is released after receipt of the goods in good condition/satisfactory installation (wherever necessary). Outside India banking charges for L/C will be on beneficiary A/C.
  - d) **Performance Bank Guarantee** for 10% of the ordered value is to be submitted by you/your Indian Agent for equipment costing Rs. 25.00 lakhs & above. .
4. If any amendment in L/C is required by the supplier, the amendment charges will be borne by them.
5. **Installation/Commissioning:** Equipment/Instruments are required to be commissioned/installed/demonstrated successfully immediately or within 30 days from the date of receipt of the system in CSIO by the the Principal or by their authorized Agent, failing which the Liquidated Damage clause will be applicable
6. Certificate of undertaking that the equipment is of latest technology & will not be obsolete within 5 years after warranty will be attached with he offer. All essential spares parts of the offered equipment will available with the manufacturer or in India with your Indian Agents for a period of at east 5-7 years after warranty period which will be required at later stage.
7. All disputes, if any, subject to Chandigarh (India) jurisdiction. In case of dispute, the Arbitrator shall be appointed by the DG, CSIR, New Delhi (India)