



सीईएसआईआर - केन्द्रीय वैज्ञानिक उपकरण संगठन
CSIR-Central Scientific Instruments Organisation
सेक्टर 30 सी चंडीगढ़ Sector-30C, Chandigarh 160 030

Tender No.	CSIO/4(107)/2019-Pur	Issue Date:	January 6, 2020
Date & time of receipt of tender	21 st January, 2020 upto 3.00 P.M.	Date & time of opening of Tender	22 nd January, 2020 at 3.30 P.M.

E-PUBLISH

M/s Empatica Inc.,
1, Broadway, Cambridge, MA 02142
United States
Email: mk@empatica.com, sales@empatica.com


Dear Sir,

We are interested to purchase the below given items/attached items. Kindly send your sealed Tender/Quotation/Proforma Invoice as per requirement. **Please refer all the terms & conditions (attached), before submission of tender.** The sealed envelope containing your quotation superscribed with our reference number and addressed to Director, CSIO should reach this office with the period as mentioned above. **Tenders/quotation received late will not be considered at all.** Tenders/quotation will be opened in the presence of suppliers's representative who wish to present themselves at that time.

Sr.No.	Name of Item	Qty	Single/Two Bid
1.	E4 Wrist Band	Two	Single
2.	Accessories E4 Charging cradle + USB Cable	One	
3.	Electrodes (Pack of Four)	One	
Note:	1. Please carefully refer all the Terms & Conditions (attached), before submission of Tender to avoid rejection.		
	1. Kindly enclose a Certificate that the item is your Proprietary article. 2. Price Reasonability Certificate. 3. Please arrange to provide past 2-3 recent years purchase order copies if any.		

Tender has been e-published on www.eprocure.gov.in. Prospective bidders are requested to registered themselves at www.eprocure.gov.in for future also.

Yours faithfully


(S.P. Prabhakar)
Stores & Purchase Officer
For & on behalf of CSIR

TERMS & CONDITIONS

1. The quotation/tender must be in the form furnished by the Purchaser/as per tender specifications and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. **Hand written Quotations will not be considered.**
- (a) Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. **such offer shall be rejected as incomplete. As such clearly mention these charges.**
- (b) The bidder should give a clear cut break up of ex-works, FOB/FCA, CIF/CIP price to facilitate the proper comparison **failing which the bid would be summarily ignored/rejected.** CSIR reserves the right to order on the basis of any of the incoterms. The Exchange selling rates will be taken from www.xe.com.
- (c) The gross weight of the consignment may be intimated in the Quotation/Tender/Proforma Invoice to decide the mode of dispatch.
2. **The E-Tenders will be accepted through online only. The tender received in any other mode or physical tender will not be accepted and will be ignored. This is not applicable for E-Publish Tender Notice**
3. It may kindly be noted that your bid should
 - A) be in **single part. (single part / two part bidding) (retain one only)**
 - B) accompany Bid Security(EMD)/5F (Annexure) of Rs..... **(retain only if applicable)**
 - C) on the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee for 10% of order value valid for a period of 2 Months beyond the Warranty period of..... **(retain only, if applicable)**
4. Each quotation/Tender in case of E-Publish Tender sent by post is to be enclosed in double cover addressed to **The Director, CSIO, Sector-30, Chandigarh-160 030.** Quotations delivered personally should be put in the tender box kept in the office of Stores & Purchase Officer. The late/delayed and unsigned quote will not be considered at all.
5. The acceptance of the quotation will rest with the competent authority of **Central Scientific Instruments Organisation, Sector-30, Chandigarh** who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
6. **Price & Validity:** Price quoted should be net (separately mention required charges as Sr.No. 1(a,b) above) and valid for a minimum period of **90 days** from the date of opening of the quotation, **failing which the offer will be ignored/rejected.**
7. The bidder must submit the applicable Price Schedule Form as Annexed to the tender document available on the website.
8. Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable.
9. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
10. In cases of agents quoting on behalf of their foreign manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. **One manufacturer can also authorize only one agent/dealer.** There can be only one bid from the following:
 1. The foreign manufacturer directly or through one Indian agent on his behalf; or
 2. Indian/foreign agent on behalf of only one principal.
11. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. Agency commission payable to the Indian Agent should be clearly indicated. The Agency commission would be payable only in Indian Rupees after acceptance. 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. If the offer is submitted by the Authorised Dealer/Agent/Distributors, it should be alongwith Authorisation Certificate, failing which the offer will be ignored/rejected.** The offer submitted through authorisation on behalf of the principal, the terms & conditions settled by the Agent with buyer will be binding on their principal.
12. **Taxes as are applicable should be indicated clearly failing which the offer shall not be considered and rejected.** This lab/Instt is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. Custom Duty under Govt. Notification No. 51/96-Custom dated 23.07.1996 and No. 43/2007-Customs dated 30.06.2017 and Govt. Notification No. 45/2017-Central Tax (rate) & No. 45/2017-Integrated Tax (rate) dated 14.11.2017. Only basic duty is applicable under this notification, hence bidders will have to submit their offer accordingly. We are exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. Hence IGST and Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid
13. The mode of dispatch/transportation of the items must be by **Air/Sea/Rail/Road only. (Retain one only).**
14. In case the items in the enquiry are covered by any rate contract or running contract finalised by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
15. **Delivery period** required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.

P.T.O.

16. **Liquidated Damages Clause for delays:** The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
 17. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
 18. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable. Please mention the warranty period of equipment, which should be from the date of satisfactory installation. **The offer received for lesser warranty, as asked for in the tender, will be rejected/ignored.**
 19. TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.
 20. Kindly furnish your PAN & GST Number etc. in your quotation for our records. Our GST No. is 04AAATC2716R1ZN
 21. Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material at our site in good condition. Please inform your Bank details for RTGS payment. Banking details should be available on Bill/invoice.
 22. **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 atleast two recently supplied orders of the last two years received from other customers alongwith 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 alongwith the final price paid and Performance certificate from them.
 23. **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 Principal or by their authorized Agent, **failing which the Liquidated Damage Clause will be applicable as mentioned above.**
 24. Certificate of undertaking that the equipment is of latest technology & will not be obsolete within 5 years after warranty will be attached with the 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 least 5-7 years after warranty period which will be required at later stage
 25. MSME benefits will be given to the eligible supplier as per the Govt. guidelines subject to submission of proper document as per policy or Udyog Adhar Udyog Memorandum in respective category
 26. Code of Integrity has to be maintained by Bidders/Suppliers/Contractors by maintaining highest standards of ethics in the Procurement process and prohibits corrupt practice/Fraudulent practice/Anti- Competitive practice / Coercive Practice/ Conflict of Interest and Obstructive practice either directly or indirectly during the process of contract.
 27. All disputes shall be settled in the courts of **Chandigarh Jurisdiction** only.
 28. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
 29. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
 30. As per Govt. of India procurement policies (under Make in India (MII)
 - a. The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is in the range of more than Rs 5.00 lakhs and up to Rs. 50.00 lakhs.
 - b. The eligibility of the supplier is restricted to Indian Suppliers or there is no restriction on the eligibility of the suppliers. **(retain any one only)**
 - c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.
- *"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.
- '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 items 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.
31. Instructions to Bidders, General Conditions of Contract applicable to limited tenders originating from S&P Division along with different formats can be viewed on our website www.csio.res.in under the heading tenders.

Yours faithfully,

SPO
For & on behalf of CSIR-CSIO