CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
Sector 30-C, Chandigarh-160 030 India
Telephone/FAX: 91-172-2 672429
Email: **spo@csio.res.in**
sopurchase@csio.res.in
Website: http://www.csio.res.in

OPEN TENDER NOTICE

The Director, Central Scientific Instruments Organisation, Chandigarh invites sealed tenders in two bid system from reputed Indian/foreign Manufacturers and their Authorised Agents/Distributors for the supply, installation & commissioning of the following at CSIO, Chandigarh (India):-

S. No.	Tender No.	Description of material	Qty
1.	CSIO/3(15)/2016-Pur	Ion Chromatograph	One

Complete details are available in the Tender Notice, which can be downloaded from our website **"http//csio.res.in" free of cost.**

Stores & Purchase Officer

CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION
(Council of Scientific & Industrial Research)
Sector 30-C, Chandigarh-160 030 India
Telephone/FAX: 91-172-2672429, 2672311
Email: **spo@csio.res.in**, **sopurchase@csio.res.in**
Website: http://www.csio.res.in

Open Tender Notice

December 07, 2016

Director, CSIO, invites tenders in closed/sealed covers with wax/cello tape/ company seal from the reputed Indian/foreign manufacturers or sole authorized dealers/distributors for the supply of the following item(s):

S. No.	Tender No.	Description of material	EMD (Indian Rupees)	Tender Document Fee (Indian Rupees)	Type of Bid	Date & time for submission of tenders	Date & time for opening of tenders
1.	CSIO/3(15)/ 2016-Pur	Ion Chromatograph	1.00 lakh	300/-	Two bid system (Technical & commercial	11th January, 2017 upto 3.00 P.M.	11th January, 2017 at 3.30 P.M.

Complete details are available in the Tender Notice, which can be downloaded from our website **"http//csio.res.in". Free of cost**

Stores & Purchase Officer

CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION

(Council of Scientific & Industrial Research)

Sector 30-C, Chandigarh-160 030 India

Telephone/FAX: 91-172-2652651
Email: spo@csio.res.in
sopurchase@csio.res.in
Website: http://www.csio.res.in

Open Tender Notice

TENDER DOCUMENT FOR OPEN TENDER

(TERMS & CONDITIONS INCLUDING INSTRUCTION TO BIDDERS AND CONDITIONS OF CONTRACT)

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

2. **The purchase shall be in accordance with the provision of the Purchase Procedure-2008**
3. **CSIO reserve the right to buy all or in parts, the items mentioned in the specification depending upon availability of budget**.

ELIGIBILITY CRETERIA: ***The Bidders should comply fully with the Technical Specifications in the tender documents***.

2. **PREPARATION AND SUBMISSION OF OFFERS:**

a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer in **Hard Copy only (Electronic offer will not be acceptable)**. In case of bid by authorized dealer/distributor, the manufacturer authorization should be attached with the technical bid as per **Annexure-'F'.**

b) In case a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

c) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.

d) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.

e) Before the deadline for submission of the bid, CSIO reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/ email and will also be hosted on CSIO website.

f) Conditional tenders will be summarily rejected.

g) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.

h) The bidders are not permitted to withdraw/alter or modify their bids after expiry of the deadline of receipt of bids.

i) First envelope marked "WITHDRAWAL" shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.

j) The quotation should be addressed to the Director, Central Scientific Instruments Organisation, Chandigarh and sent to the Stores & Purchase Officer.

k) Each offer/quotation should be kept in separate envelope against each item of the tender notice.

l) For items covered under Two-Bid -Tender System, quotation/offer should be submitted in two separate envelopes containing Techno-Commercial bid and Price bid and these put in one envelope.

m) **The outer cover containing the offer/quote should be super-scribed with our Tender No. *(Not the Open/ Global/ Tender Notice No.)*, Due date and Date of opening of tender**.

n) **The offers must contain** the following documents :-

(A) Techno-commercial offers must contain:

- **i.** Manufacturer authorization (as per clause 2(a)) as per **Annexure –'F'.**
- **ii.** Certificate by bidder not doing business in India as per clause 2(b).
- **iii.** Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- **iv.** Compliance statement/questionnaire of tender terms and conditions as per **Annexure-'A'**
- **v.** Compliance statement of specifications as per **Annexure- 'B'**
- **vi.** Bid Security/EMD (as per clause -4) as per **Annexure- 'C'**
- **vii.** In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC as per clause (4(a)).
- **viii.** Copies of previous supply orders (as per clause 9(c) and clause 24) as per **Annexure –'G'.**
- **ix.** Details of supplies of similar equipments as per clause 9(d).

(B) Price Bid offers must contain: (Only in case of two bid system)

- **i.** Bid price as per clause 5 in format enclosed as **Annexure- 'D'** or **Annexure- 'E'** as applicable.
- **ii.** Certificate of price reasonability as per clause 9(b).

3. **DUE & OPENING DATES:** The Offer/Quotations must **reach** at CSIO on or before **11.01.2017 up to 3.00 P.M**. The tenders will be **opened** at **03.30 P.M. on 11.01.2017** 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. No request for extension in the date of submission & opening of tender will be entertained. However CSIO, may at its discretion, extend the deadline for submission of bids under intimation to bidders.

4. **EARNEST MONEY DEPOSIT (EMD)**:

a. EMD in the form of Bank guarantee **(As per format enclosed as ANNEXURE- 'C')** or Term Deposit Receipt/FDR or Bank Draft of a scheduled bank pledged in the name of Director, Central Scientific Instruments Organisation, Chandigarh **valid for 90 days** from the date of opening of the tender for the required amount as mentioned in the tender notice separate for each item must be submitted along with the quotation (with the techno-commercial quotation in case of two-bid system and photocopy of the same enclosed with the price bid **and for foreign manufacturers they should furnish the EMD in foreign currency equivalent to Indian rupees,** otherwise quotation may not be considered. **The bid security should be submitted in its original form, copies shall not be accepted.** The firm registered with DGS&D/NSIC as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item. The party must therefore, submit a pre-receipted Bill in triplicate along with the quotation (in case of EMD sent in form of Bank Draft) to enable us to refund their EMD.

b. The bid security /EMD may be forfeited if a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity.

5. **PRICES**

Bid prices should be filled in the appropriate format enclosed **as Annexure 'D' and 'E'.**

A. For goods manufactured in India:

(i) The price of 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.

- **(a)** The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
- **(b)** 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 schedule form.

(ii) The charges for insurance and transportation of the goods to the port/place of destination.

(iii) The agency commission charges, if any.

(iv) The installation, commissioning and training charges including any incidental services, if any.

C. We are exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**

D. Sales Tax: We are not authorized to issue any Sales Tax Form 'C' & 'D'.

E. If Custom Duty Exemption Certificate (CDEC) is required, then no sales Tax/VAT shall be payable. In such cases, we prefer to Import on High Sea Sales Agreement. (The name of the items to be imported alongwith its cost may be mentioned in the quote).

6. 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.

7. EVALUATION OF BIDS:

Before submission of bid, the bidder is expected to examine all the instructions, forms, terms and specifications in the bidding document and should ensure that the following conditions are fulfilled, failing which the bid may be declared as unresponsive & to be ignored.

i) The Bid is unsigned.

ii) The bidder is not eligible

iii) The Bid validity is shorter than the required period

iv) The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

v) Bidder has not agreed to give the required performance security

vi) The goods quoted are sub-standard, not meeting the required specifications etc.

vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the requirement as specified in the schedule.

viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

ix) Bidder Information form as per **Annexure-'H'.**

a) In case the bid is substantially responsive, the purchase may request that bidder may submit the necessary information, documentations, within a reasonable period of time, to rectify, non-material, non-conformities or omission in the bid related to documentation requirements. Failure of the bidders to comply with the request may result in the rejection of its bids. But in case of the material deviation/reservation or omission which limits or is inconsistent with the bidding documents and the Purchaser's Rights or Bidders obligation under the contract or which if rectified, would unfairly affect the other bidders, the bid will be rejected.

b) The Purchaser shall correct arithmetical errors on the following basis:

(i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

c) Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.

d) The bids shall be evaluated on the basis of final landing cost as per **Annexure –'D'** in case of import and **Annexure –'E'** in case of indigenous items.

e) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under :

(a) Towards customs duty and other statutory levies-as per applicable rates.

(b) Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.

f) Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.

g) The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

8. 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.

9. REASONABILITY OF PRICES :

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 last two recently supplied orders of the last 2 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. (As per **Annexure –'G').**

iv) The party must give details of identical or similar equipment, if any, supplied to any CSIR lab during last three years along with the final price paid and Performance certificate from them.

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

11. 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

B. **The technical bid shall be evaluated for acceptability by the technical committee and may call the tenderers for discussion. If necessary, the committee may modify the technical specification to suit the CSIO requirement. In such case the opportunity shall be given to the participating bidders for submitting the revised bid as per modified specifications, if any.**

12. COMPLIANCE STATEMENTS:

a. **Bidders should furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE –'B'.** 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 at Annexure –'A',** 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.

13. 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.

14. PERFORMANCE SECURITY: All the successful bidders will have to submit the Performance Bank Guarantee or establish a Standby Letter of Credit (SLOC) or a Bankers cheque / or FDR pledged in favour of DIRECTOR, CSIO for required amount as per payment terms mentioned at clause **15** below except where supplier opts for release of amount equivalent to PBG after expiry of warranty period. The PBG format shall be provided to the successful bidder later on along with the purchase order.

15. PAYMENT CONDITION:

A. FOR INDIGENEOUS SUPPLIES:

Payment on Bill Basis after supply: For local supplies the payment will be made only after satisfactory installation, commissioning and performance of the equipment at Central Scientific Instruments Organisation, Chandigarh and after certification by our technical expert/scientist. However, supplier will be required either to submit performance bank guarantee for **10%** amount of the total value of equipment, after installation of the material, valid up to 60 days after the expiry of warranty period or the equivalent amount shall be released after expiry of the satisfactory warranty period.

B. FOR IMPORTS:

The payment against imports shall be made through irrevocable L/C. L/C will be opened for 100% FOB/CIF value against submission of Performance Bank Guarantee (PBG) for 10% of the ordered value valid for warranty period + 60 days + delivery period+ installation period. **The PBG should be submitted within 21 days of placement of order. The above PBG will be invoked in case the equipment fails to give the desired performance. The PBG will also be invoked in case the firm fails to reimburse the amount of Liquidated Damage for delayed supply/installation/information for the clearance of the equipment thus causing demurrage.**

16. 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 Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

17. NO ADVANCE PAYMENT: No advance payment will be made to any supplier.

18. INSTALLATION: **The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately** but in any case within **30 days** 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.

19. GUARANTEE/WARANTEE: The equipment/instrument must be guaranteed/warranted 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/repaired 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 guaranteed for a period of more than one year, it may be specifically mentioned in the quotation.

20. SPARE PARTS: Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least seven years from the date of supply/as asked in specification whichever is later.

21. 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.

22. 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/instt. to ascertain the date of arrival of consignment.

23. 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) 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.

d) It is mandatory that Indian Agent quoting on behalf of foreign supplier must be enlisted with DGS&D. A copy of enlistment certificate shall be attached with the offer, failing which the tender shall be rejected. The offer of those firms shall be considered who will submit the documentary evidence of their application with DGS&D alongwith the undertaking that their application has not been rejected. This relaxation is valid upto 31.12.2016. Further, the Enlistment Certificate is only for participation in the tender & not for waiving of EMD etc. For submission/waiving of EMD, please see clause 4 of Tender

24. 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./Instts., the details of such supplies for the preceding three years shall be given together with the prices finally paid.**

25. 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 and/or late installation of the equipment/instrument on part of the supplier, a penalty @ 0.5% per week of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value.

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.

26. 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 cost to be incurred, if any must be separately indicated in the bid.

27. NON-SUBMISSION OF TENDER: In case you are unable to submit your quotation against our tender enquiry we would appreciate and expect a note of regret from your side giving in brief, reasons for not quoting.

28. DELETION OF NAME : Names of bidders, backing-out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by them, if any.

29. **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.

30. **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. The successful bidder should submit Order acceptance within 15 days from the date of issue.

31. **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.

32. **INTERIM ENQUIRIES:** No interim inquiries will be attended.

33. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, it's 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.

34. That the bidder may question the bidding conditions, bidding process and/or rejection of its bids in writing as per the provisions of Rule 160 (II) of the General Financial Rules 2005.

35. **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. However, in case of importers, the provisions related to Arbitration as per the United Nations Commission on International Trade Laws (UNCTRAL) will be applicable and binding on both the parties. The venue of arbitration in both the above cased will be CHANDIGARH, U.T. (INDIA).

-sd-
(Stores & Purchase Officer)

Encl:
1. Format for Compliance of Terms & Conditions.
2. Different Forms/ Formats enclosed as Annexure(s)
3. Set of Specifications

FOR ANY CLARIFICATIONS ON THE ABOVE TERMS & CONDITIONS PLEASE CONTACT:-	
Shri S.P.Singh **Stores & Purchase Officer** **e.mail : spo@csio.res.in** **Phone : 0172-2652651 (Telefax)**	**SHRI AJAY SHARMA** **Stores & Purchase Officer** **Email: sopurchase@csio.res.in** **Phone: 0172-2672429**

Annexure -'A'

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: _____ **Due Date _____**

NOTE:

1. **Quotation will not be considered without submission of this format.**
2. **If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.**
3. **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).**

SNo	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/authorized distributor/ dealer	Clause 2(a)		
	c) Whether the agent is registered with DGS&D/NSIC	Clause 4(a)		
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(l)		
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes.	Clause 2 (m)		
3	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.	Clause 2(n)(A)		

4	a) Whether the required EMD is being submitted with the quotation till bid validity	**Clause 4**		
	c) Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date & amount of EMD documents.) or Bid Security Format at Annexure –'C'	**Clause 4**		
	d) Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)	**Clause 4**		
5	a) If the prices are on Ex-Works basis or FOB (names port of shipment) or FCA (named place of delivery abroad)	**Clause 5 (A) & (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 5(B), (C) & (D)**		
6	a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation	**Clause 5 (A), (C) & (D)**		
7	Have you mentioned the validity period of the quotation as per our requirements	**Clause 6**		
8	a) Whether the Price reasonability Certificate is submitted with quotation	**Clause 9 (b)**		
	b) Whether copies of last two supply orders of the same item from other customers have been attached with the quotation	**Clause 9 (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	**Clause 9 (c)**		
	d) Whether supplied in CSIR Labs.	**Clause 9 (d)**		
9	Whether rates/amount of AMC after the warranty period is over has been mentioned	**Clause 10**		
10	Have you gone through the specification Clause & complied with the same	**Clause 11 (A) & (B)**		
11	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			

12	Whether compliance statement of specifications has been attached with the quotation.	**Clause 12 (a) & annexure- 'B'**		
13	a) Whether the delivery period for supply of the items has been mentioned	**Clause 13**		
	b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated	**Clause 13**		
14	Do you agree to the submission of Performance Bank Guarantee/Standby L/C and have you mentioned in your quotation about this.	**Clause 14**		
15	a) Do you agree with the payment terms for indigenous supplies?	**Clause 15A**		No deviation permitted
	b) Do you agree with the payment terms for imports supplies?	**Clause 15 B**		
16	Do you agree about the date of commencement of warranty period & its extension is necessary.	**Clause 16**		
17	a) Who will install/commission and demonstrate the equipment **at lab. FREE OF COST**	**Clause 18**		
	b) Will you be able to do it within a month	**Clause 18**		
18	Have you mentioned the guarantee/warrantee period in your quotation and do you agree with guarantee clause?	**Clause 19**		
19	Spare parts	**Clause 20**		
20	After Sales service	**Clause 21**		
21	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 22 (b)**		
	b) Do you agree with the clause of physical inspection?	**Clause 22 (c)**		
22	**For Import Cases only:** a) Whether the Indian agent is registered with DGS&D	**Clause 23**		
	b) Whether the valid DGS& D registration certificate has been enclosed with the offer	**Clause 23 (b)**		
	c) If the party is a subsidiary or corporate branch office of the foreign supplier, then whether copy of the approval from Reserve Bank of India is attached with the offer	**Clause 23 (c)**		

23	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 24**		
24	Whether you agree to the penalty clause for late delivery & installation?	**Clause 25 (a to d)**		
25	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 26**		
26	a) Whether all the pages have been page numbered?	**Clause 31**		
	b) Whether quotation has been signed and designation & name of signatory mentioned.	**Clause 31**		
27	Do you agree to settle the issue through the sole arbitration of the DG, CSIR or his nominee?	**Clause 34**		

Signatures of the authorized signatory_____

Name of the signatory _____

Designation _____

Name & Seal of the quoting party _____

Dated:_____

Annexure-'B'

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**

Annexure-'C'

BID SECURITY FORM

Whereas …… ……. . . . (Hereinafter called "the tenderer") has submitted their offer dated …….. .for the supply of …… (Hereinafter called "the tender") against the purchaser's tender enquiry No. _____

KNOW ALL MEN by these presents that WE …… . . .. (Name of bank) of …….. …… (Name of country), having our registered office at …….. . . . . (Address of bank) (Hereinafter called the "Bank"), are bound unto … …… …… … (Name of purchaser) (Hereinafter called "the purchaser") in the sum of …….. …….. .. for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ……. day of..…….. 20…….

THE CONDITIONS OF THESE OBLIGATIONS ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
3. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
4. Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchase will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

……..……
(Signature of the authorized officer of the Bank)

Name and Designation of the Officer
Seal, Name & Address of the Bank and address of the branch

Annexure-'D'

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder _____ **Tender No.**_____

1	2	3	4	5	6		7		8		9
Sl No	Item Description	Country of origin	Unit	Qty	Unit Price		Total price (5x6)		Charges for Insurance & transportation to port/ place of destination		Total Price (7+8)
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF

Total Bid price in foreign Currency _____ _____ in words.

Signature of Bidder

Name:

Business Address:

Note:

(a) Indian agents name & address _____

(b) Installation, commissioning & training charges, if any_____

(c) Cost of Spares _____

(d) The Indian agent's commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents.

(e) The cost of optional items shall be indicated separately.

(f) AMC Charges after warranty _____

Annexure-'E'

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____ **Tender No.**_____

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of Origin	Unit	Qty	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	VAT & other taxes like excise duty payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.

Total Bid price in foreign Currency _____ _____ in words.

Signature of Bidder

Name:

Business Address:

Note:

(a) The cost of optional items shall be indicated separately.

(b) Cost of spares _____

(c) AMC Charges after warranty _____

Annexure-'F'

MANUFACTURER'S AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that re binding on the Manufacturer]

Date: *[Insert date (as Day, month and year) of Bid submission]*

Tender No.: *[Insert number from Invitation for Bids]*

To: *[Insert complete name and address of Purchaser]*

WHEREAS

We [*insert completer name of Manufacturer],* who are official manufacturers of [*Insert type of goods manufactured]* having factories at [*insert full address of Manufacturer's factories]*, do hereby authorize [insert *complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with **Clause 19** of the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Signed: [*insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: [*insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: [*insert complete name of Bidder]*

Dated on _____ day of _____ [*insert date of signing]*

Annexure-'G'

PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm _____

Order placed by *{Full address of Purchaser]*	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily? (*Attach a certificate from the Purchaser/ Consigner]*	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder ……

Place:

Date:

Annexure-'H'

BIDDER INFORMATION FORM

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm]

Date: [*Insert date (as day, month and year) of Bid Submission]*

Tender No.: [*Insert number from invitation of bids]*

Page 1 of _____ pages

1. Bidder's Legal Name *[Insert Bidder's legal name]*

2. In case of JV, legal name of each party: *[insert legal name of each [arty in JV]*

3. Bidders actual or intended Country of Registration : *[insert actual or intended country of registration]*

4. Bidder's year of registration: [*insert Bidder's year of registration]*

5. Bidder's Legal Address in Country of Registration: *[insert bidder's legal address in country of registration]*

6. Bidder's Authorization Representative Information

   Name: *[insert Authorization Representative's name]*

   Address: *[insert Authorization Representative's address]*

   Telephone/Fax numbers: *[insert Authorization Representative's telephone/fax numbers]*

   Email address: *[insert Authorization Representative's email address]*

7. Attach are copies of original documents of : *[check the box(es) of the attached original documents]*

   Articles of Incorporation or Registration of firm names in 1 above.

EMD Rs. 1,00,000/-

Tender Enquiry No. 3(15)/2016-Pur

Specifications for Ion Chromatograph

Computer based ion chromatograph must have mode of analysis for both anions & cations with following features:

Mandatory:

Pump for cation (01 No.) and anion (01 No.)	• Quaternary low/high pressure gradient pump with piston, vaccum degassing built-in/external, ensures highly constant eluent delivery. • Chemically inert (Metal free PEEK) • Flow rate range – 0.001 to 10mL/min • Flow accuracy - ≤ ±0.1% • Operating pressure: 0-5000 psi • Operating Temperature range 5-35°C • Gradient profile: linear, concave and convex • Control mode- Software • Application- mode for gradient as well as isocratic separation with best suitable column • Pump housing must be upgradable with another pump in future
Injector for cation (01 No.) and anion (01 No.)	• Injector with injector port for injecting the sample for analytical work (Cation and anion analysis) • Sample loops in the range of 20-25 µL • Injector housing must be upgradable with second injector in near future
Column Housing:	• **Housing should have built-in column heater (temperature range: 20 to 50 °C or better)**
Columns for cation (01 No.), anion (01 No.), arsenic (01 No.)	• Best suitable columns for the separation of a wide range of cations and anions in isocratic as well as gradient mode with suitable guard coulmn. • Suitable column with guard column for analysis of As (III) & As (V) along with anions speciation either in single run or simultaneous run using suitable hardware.
Suppressor for cation (01 No.) and anion (01 No.)	• Suppressors must be for both anion and cation analysis. Carbonate suppressor must be quoted as per system requirement. • Suppressor must be capable of suppressing background eluents conductivity including in gradient mode. • Backpressure tolerance: ≥ 200 psi (1 Mpa ≈ 145.0 psi)

Conductivity Detector	• Conductance Range – 0-15,000 µS • Electronic noise - ≤ 0.2 nS • Cell Volume - ≤ 1.0 µL • Cell body – Chemically inert • Detector housing must be upgradable with other detector in future
Software	Window based compatible license version of Software (latest version) and media for running, downloading, storage and analyzing data and up gradation free of cost time to time. •
Others	• Power Supply: As per Indian Standrad • All essential accessories for routine operation of the instrument for must be quoted. • Training at CSIR-CSIO • Pre-installation inspection of the site preparation must be mentioned if any • Hard copy and soft copy of the instruction and operational manual should be provided.

Optional:

1. Autosampler
2. Eluent/Mobile phase generator for anions and cations
3. Electrochemcial detector
4. Compatible branded PC with i5 processor, Printer
5. Compatible branded Online 2 KVA UPS with 1 hour back up