



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

निविदा संख्या / Tender No.	CSIO/3(24)/2019-Pur	दिनांक / Issue Date:	September 17, 2019
निविदा प्राप्त का अंतिम समय एवं दिनांक / Date & time of receipt of tender	03.10-2019, 3.00 P.M. तक।	निविदा खोलने का समय एवं दिनांक / Date & time of opening of Tender	04.10-2019, at 3.30 P.M.

Thomas.chen@zemax.com, sales@zemax.com

M/s Zemax LLC
10230 NE Points Drive, Suit 500
Kirkland, Washington 98033,
USA

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 overleaf 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.

S. No.	Item Description	Quantity	BD* (SB/TB)
1.	Zemax Software. (For premium edition subscription, 1 Year) Zemax Optic Studio Software, premium edition subscription for optics designing and simulation.	One	Single Bid

1) Provide Order Copies for supply of similar item to other Govt. Organisations, if any.
2) 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.

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.

- **Cost of packing, forwarding, Air freight, Transportation, if any, & Insurance** charges may please be mentioned invariably, **failing which the tender will be rejected.** Please refer clause 1 of Terms & condition on overleaf.
- **Terms of Payment:** - Being a Govt. Organisation, no advance payment with the order or before dispatch of consignment of goods will be accepted. Please refer clause 11 of Terms & conditions on overleaf.
- **Validity:** The Proforma Invoice/Offer/Bid should not be less than 90 days from the date of opening of price bids.

Yours faithfully

(Mohinder Kumar)

Controller of Stores & Purchase
For & on behalf of CSIR

General Terms and Conditions

1. a) Please send your Quotation/Tender/Proforma Invoice with full specifications alongwith literature. The quotation/Tender/Proforma Invoice should clearly mention rates on FOB/FCA basis. The rates for Insurance & Airfreight should be quoted separately, which are mandatory. The Quotation/Tender/Proforma Invoice received without Insurance & freight will be rejected & will not be evaluated.
b) Kindly quote in free convertible currency. 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. 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. **The bidders shall have to mention the GST number in the quote.** OUR GST No. is 04AAATC2716R1ZN
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 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.
4. **Custom Duty & IGST: CSIR-CSIO is a R&D Govt. Organisation & 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 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**
5. **Warranty:** Please mention the warranty period of equipment, which should be from the date of satisfactory installation.
6. Tenders/Quotations sent by FAX/E.mail 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/e.mail will not be considered at all.
7. **Validity: The Proforma Invoice/Offer/Bid should not be less than 90 days from the date of opening of price bids., otherwise tender will not be evaluated/ignored**
8. Liquidated Damages: Being a Research and Development Organisation, 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, if any which will be paid in Indian Currency. Also please intimate the complete details of Indian Agent. 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.
10. **Instructions for Indian Agents:** Agents in India of Foreign manufacturers shall submit valid Authorisation certificate alongwith tender, if the quote is being submitted by them on behalf of their Principal.
11. **Terms of Payment:** - Being a Govt. Organisation, 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) **Wire Transfer:** 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 valid for a period of 2 Months beyond the Warranty period
12. If any amendment in L/C is required by the supplier, the amendment charges will be borne by them.
13. **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 as mentioned above.
14. 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.
15. 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).