Government eProcurement System

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Published Corrigendum Details

Date : 02-Dec-2022 04:47 PM

Print

Organisation Chain :	Council of Scientific and Industrial Research||CSIO-Chandigarh - CSIR||Purchase-CSIO - CSIR
Tender ID :	2022_CSIR_135711_1
Tender Ref No :	CSIO/7(262)2022-PUR
Tender Title :	CSIO/7(262)2022-PUR
Corrigendum Type :	Other

Corrigendum Document Details

Corr.No.	Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
1	TENDER TERMS AND CONDITIONS	TENDER TERMS AND CONDITIONS	02-Dec-2022 04:45 PM	TC.pdf	366.83

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. Please refer our CSIO Website for complete tender terms & conditions. Ensure to provide the required documents to avoid rejection.**

(a) The rates should be on FOR, CSIO, Chandigarh (Central Stores) basis for indigenous items. Where there is no mention of packing, forwarding, freight, insurance changes**,** taxes etc**.** **such offer shall be rejected as incomplete**. Clearly mention these charges to avoid rejection. Gross weight of the consignment may be mentioned in the Quotation/Tender/Proforma to decide the mode of dispatch**. Our GST No. is 04AAATC2716R1ZN.**

(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) **In case any of the supplier/Dealer/distributor quotes their prices of foreign items in Indian currency he should clearly mention the price break up viz. Basic price, custom duty, packing & forwarding, insurance and freight etc. 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**

(d) **The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. Our Pan No. PANCSIR AAATC2716R, IEC 0588137685.**

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.** It may kindly be noted that your bid should (A) be in **single part**. **(single part/two part bidding)(retain one only)** Accompany Bid Security(EMD)/5F (Annexure) of Rs…… **(retain only if applicable). EMD should be in favour of the Director, CSIO payable at Chandigarh. Our Banking details: State Bank of India, Sector 30-C, Chandigarh Account No. 30267029400 IFC Code 01443 (Attach the proof of document of online deposit of EMD).** Bidders that are currently registered with the purchaser or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer falls in these categories. The bidder should furnish a certified copy of its valid registration details. Except for MSEs. This exemption is valid for the trade group and monetary value of registration only. **The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. As such, if you are manufacturer, item produced by you exemption is applicable otherwise EMD should be submitted to avoid rejection.** Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc **EMD will be returned with the approval of the Sr.Most Officer of the Purchase when the bidding process is complete.**

3. On the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee valid for a period of 60 days 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.

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. In case of Single/PAC tender lesser validity will be acceptable.**

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 **to avoid rejection.**

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 quoting on behalf of their foreign manufacturers, Indian Manufacturer, one agent/dealer/stockist 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/dealer 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/Indian manufacturer, 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/dealer with buyer will be binding on their principal. **Bidder who does not manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods, failing which offer will not be considered/rejected.**

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@5% 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.

16. **Liquidated Damages Clause for delays**: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price. **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.

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. **Warranty Period**: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.** 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.

19. **Terms of Payment**: 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. Other mode of payment may be decided by the by the Committee with the approval of the Director. For Foreign Currency order: Letter of Credit, wire transfer within 30 days on satisfactory receipt and installation of the materials. **Should furnish your PAN & GST Number in your quotation & on Invoice. TDS would be recovered as per rules**.

20. **Reasonability of Prices/Fall Clause**

i) Quote best minimum prices applicable for a CSIO, 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.

21. 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

22. 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

23. 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 indicrectly during the process of contract**.**

24. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.

25. Above instructions & our standard terms & conditions must be complied failing which your offer may be liable for rejection.

26. 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.

27. Director, CSIR-CSIO, Chandigarh reserves the right to reject all or even the lowest quotation without assigning any reason. All disputes shall be settled in the courts of **Chandigarh Jurisdiction** only.

ARBITRATION

1. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

28. 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.
29. If the ordered materials are covered under restricted category of EXIM policy in India, the vendor/agent may intimate such information for obtaining necessary licence in India

Yours faithfully,

SO / SPO
For & on behalf of CSIR-CSIO

(Refer to D.O.F. No.6/18/2019-PPD Dated, 28 July, 2020)

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

Date:_____

To

_____
_____

Sub.: **Acceptance of Terms & Conditions of Tender**

Tender Reference No._____

Name of Tender: _____

Dear Sir,

"*I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached***.)"**

Yours faithfully,

(Signature & Name of the Authorized Signatory with Company Seal)

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____ **Date** _____

To,

_____

_____

(Name & address of the Purchaser)

Sir,

With reference to your Tender No._____dated_____I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement and have no conflict of interest.

The details of previous transgressions of the code of integrity, if any, with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

a

b

c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

CSIR-CSIO Tender No. _____

(Signature & Name of the Authorized Signatory with Company Seal)

Self Certification by the Bidder for Local Content

(Refer to Order No. P-45021/2/2017-PP (BE-II) dated 16 September 2020)

(On the Letter Head of the Bidder)

Ref. No: _____ Date _____

To:

_____

(Name & address of the Purchaser)

S.No.	Name of Item	Percentage of Local Content	Location at which value Addition is made	Status of the bidder, whether, Local Supplier I /Local Supplier II or Non-Local Supplier.

For more details in this connection you may kindly go through the "Public Procurement (Preference to Make in India), Order 2017 as revised from time to time and available on the website of the Department for Promotion of Industry and Internal Trade at http://dipp.gov.in.

(As per OM No. P-45021/102/2019-BE-II-Part(2) (E-50310) dt March 4, 2021 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade, Government of India, Bidders offering imported products will fall under the category of Non-Local Suppler). Class-I & Class-II Supplier is as:

A)I / We certify that I / we come under **Class-I Local Supplier** Category whose goods / services local content is equal to 50% or more than 50%.

OR

B)I / We certify that I / we come under **Class-II Local Supplier** Category whose goods / services local content is more than 20% but less than 50%.

(***Please Tick from A or B which is appropriate***)

We state that the value addition of local content is ____% and value addition has been made by us at _____ (mention the address please).

I / We hereby certify that the above statement is true and correct to the best of my knowledge. I understand that a false statement / declaration will disqualify / debar me from the process.

CSIR-CSIO Tender No. _____

Signature

(Name of the Authorized Signatory)

Company Seal

PRICE REASONABILITY CERTIFICATE

(Should be printed in Company Letter head and signed by the authorized signatory with seal.)

This is to certify that the prices quoted for (Name of the Item offered) are best and minimum and we have not quoted the same on lesser rates than those being offered to CSIR-CSIO to any customer nor we will do till the validity of offer or execution of Purchase Order.

CSIR-CSIO Tender No. _____

Signature
(Name of the Authorized Signatory)
Company Seal

Annexure–5F

Bid-*Security Declaration Form*
(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)

Date:_____ Bid No. _____

To:
(insert complete name and address of the purchaser)
_____

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

MANUFACTURERS' 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 letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are 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 complete name of Manufacturer), who are official manufacturers of

(insert category 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 Goods, manufactured by us (insert the category of Goods), and to subsequently negotiate to sign the Contract.

We hereby confirm that we shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, Packages or defects at the time of supply/usage. In such cases we shall provide free replacement immediately.

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]