



सी एस आई आर - केंद्रीय नमक व समुद्री रसायन अनुसंधान केंद्र

गिजुभाई बधेका मार्ग , भावनगर -364002 गुजरात (भारत)

CSIR-CENTRAL SALT & MARINE CHEMICALS RESEARCH INSTITUTE

Gijubhai Badheka Marg, Bhavnagar - 364 002, Gujarat (India)

Phone: (O) 91-0278-2572354/ 2563805, 2567760, Fax: 91-0278- 2572354/ 2566970, 2567562,

e-mail: spo@csmcri.org / purchase@csmcri.org

All communications to be addressed to the Director, CSMCRI and not in the name of any officer

REQUEST FOR QUOTATION

By Registered Post/ By Email

To:

Enquiry No.: IMP(489)/53/2014-15/PB/T-44

Date: 16/10/2014

Due Date: 18/11/2014

Date of Opening: 19/11/2014

Dear Sir,

The Director, CSMCRI Bhavnagar invites quotation (under two bid systems) for the procurement of the following items.

Sr. No.	Description of Material	Quantity
1	FT-NMR 600 MHz (Detail specification as per attached sheet)	One

Please furnish all the information regarding your bank details for electronic mode of payment.

Terms and conditions including instructions to bidders and conditions of contract are attached. However, Terms & Conditions at Sr.No.3 and 4, stands modified and may be read as under:

Note:- The successful bidder will have to submit the PBG for 10% of PO Value. (Please see T & C No. 12)

- * **DUE & OPENING DATES:** The Offer/Quotations must reach at CSMCRI on or before **18th November 2014 to 5:00 P.M sharp.** The tenders will be opened next day i.e. **19th November 2014 at 3:00 P.M** 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.
- * **EARNEST MONEY DEPOSIT (EMD):** EMD for an amount of **Rs.7.00.000/-** in the form of Demand Draft; Bank guarantee or Term Deposit Receipt/FDR of a scheduled bank pledged in the name of Director, Central Salt & Marine Chemicals Research Institute, Bhavnagar valid for **Six Months** 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 technical bid in case of two-bid system and photocopy of the same enclosed with the price bid), otherwise quotation may not be considered. The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, 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. Exempted parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded at the earliest but latest within 15 days 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).

Section Officer(S&P)

Specification for FT-NMR

MAIN EQUIPMENT

A 600 MHz NMR spectrometer with two broadband RF channels to carry out solution state and optionally solid state NMR experiments

MAGNET

- Superconducting magnet system, bore of around 5 cm (standard bore magnet), operating field of *ca.* 14.1 Tesla with shielding to deliver 5G line of <1 meter radially and capable of holding liquid He for >150 days. Standard magnet stand, vibration damping accessory, with helium and nitrogen level meters.
- Shim system for optimal line shape and resolution.

RF UNIT

- Broadband frequency generation for two RF channels covering ^1H , ^{19}F and X nuclei.
- Frequency 'sweep', phase and amplitude setting, and pulse shaping capability for RF pulses, with simultaneous switching of the parameters in ≤ 50 ns.
- Receiver unit with high bandwidth and high dynamic range for signal acquisition, with real-time digital filtering and oversampling technology.
- Complete elimination of quadrature images.
- Communication between all channels by Fast Ethernet based communication system.

RF AMPLIFIERS

- High-power linear broad-band RF amplifiers suitable for performing solution and optionally solid-state NMR experiments

VT UNIT

- Variable temperature set up from -100°C to 150°C .

SOFTWARE

- Linux/Mac based software for NMR acquisition, processing, display and printout (datasets of arbitrary dimensions).
- Free updates for a period of 10 years and two extra network licenses.

SOLUTION STATE PROBE

- Multinuclear double resonance 5 mm broadband probe (suitable for 'direct' as well as 'inverse' observation) with state-of-the-art sensitivity, variable temperature operation from -50°C to $+150^\circ\text{C}$.

PC/Workstation computer and Printer

State-of-the-art PC/Workstation with configuration including high-end systems for graphics, monitor, RAM, HDD, DVD, and communication ports.

Air Supply Arrangement

Compressor capable of providing oil free air with refrigeration based drier.

Power/Electrical Requirement details

Vendor should specify the total KVA ratings of the complete system with power requirement breakup of all add-on accessories. UPS of suitable rating with 30min. backup shall be provided.

The supply should be complete with all required computer, software and printer including interconnecting cables, any required interfaces, operating system software, applications software and all other components required for creating a complete operational system.

Submittals along with bid

1. Bidders shall provide itemized details of essential consumables for instrument and accessories as felt essential with price break-up for smooth operation of the instrument.
2. Recommended essential spare parts list with price breakup for system and accessories.
3. Bidders shall furnish following documents for better evaluation of the offered instrument
 - The technical note on the construction of the instrument with details on system components
 - The stability and performance data
 - The inbuilt diagnostic features
 - The inbuilt safety features
 - The superior features of the offered instrument
 - Any other information as felt essential by the bidder

Please submit and confirm the followings that will be complied by the vendor during supply of the system:

1. Original catalogs from the manufacturer of the instrument with technical specifications and relevant application notes.
2. Spares & Service Support: Please certify that the instrument supplied shall be of latest technology and top of the line model, so that you would support with onsite service & spares for the next 10 years.
3. Exhaustive pre installation requirements spelling out every minute detail and requirement.
4. Certificates of agency approvals of system/components as applicable.
5. Recommended essential spare parts and consumables list with budgetary price.
6. Complete system pre-installation requirements.
7. **Warranty:** The supplier shall warrant equipment, system components for a period of **three years** following satisfactory installation and commissioning. **Warranty for 3 years is mandatory for every bidder. Any bidder who does not quote 3 years warranty will not be considered.**
8. The supplier shall offer an annual test and maintenance agreement for three years subsequent to warranty, consisting of the following:
Regularly and systematically examine, test and adjust all system components.
Submit test reports that certify all components have been tested and that the system is in proper working order and functions in accordance with this specification.
9. Service support for the equipment in CSMCRI, Bhavnagar: Please furnish details of the nearest service setup along with address, telephone numbers and name of service engineers available, response time during warranty and afterwards.
10. Please furnish users list in India and CSIR labs of the quoted equipment for the past 2 years with complete postal address, email address, Tel. No. and name of the user.

Confirmations during supply of instrument

1. Exhaustive soft and hard copy of installation, operation, users, application manuals, maintenance and service manuals – shall include system interconnection diagram, General arrangement of equipment drawings, complete circuit diagram, troubleshooting tips and diagnostic methods.
2. Standard tools kit should be provided for general maintenance services.
3. Installation and Testing: The installed system shall be performance tested at our premises in accordance with the manufacturer's/supplier's recommendations/specifications. Tests shall demonstrate the proper operation of the instrument and all components.

4. Commissioning and Training: The supplier shall perform on-site installation, commissioning and startup of all system components in order to provide a fully functional system. The supplier shall train onsite institute's personnel on the operation and maintenance of the system and software at least for one week. These services may preferably be offered at no additional cost. These services shall be of two weeks duration. However if any cost is involved then it should be clearly mentioned separately for comparison of overall cost.

Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation will be considered non-responsive and will not be evaluated.

Vendors shall mandatorily submit the vendor response sheet for all above tender specifications/details asked as soft copy on CD, in addition to the hard copy.

Specimen for vendor response sheet

CSMCRI Specs	Vendor specs	Remarks

OPTIONAL ITEMS

- CPMAS double resonance probe (with inserts and filters for broad-band operation) capable of spinning the rotor at around 22 kHz (rotor size *ca.* 3.2 mm), ^{19}F observation capability, variable temperature range - 50°C to 150°C.
- 20 Zirconia rotors, 40 KEL-F caps and 20 Boron Nitride caps with other rotor accessories such as sample packing and cap removal assembly.
- Fully automated pneumatic unit for magic-angle spinning experiments that includes spinning rate stabilization of ± 5 Hz, automatic sample ejection and insertion, facility for rotor synchronized experiments, provision for both automatic remote and manual local operation.
- Double resonance 5 mm broadband solution state probe (or detachable accessory to be fitted into standard solution state probe) suitable for low frequency nuclei including ^{39}K , ^{25}Mg , ^{87}Sr with variable temperature facility, ^1H decoupling and ^2H lock.
- **The supplier should also provide quotation for filling of liquid Helium for one year.**
- **The supplier should also quote year-wise price break-up for extended warranty for two years after the initial three year warranty as mentioned vide clause 7 on pre-page.**

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

1. **GENERAL:** Quotations in sealed cover are invited on behalf of the Director, Central Salt & Marine Chemicals Research Institute, Bhavnagar from the reputed Indian and foreign manufacturer. The offer/ quotation must be strictly as per required specifications and the tender terms & conditions.
2. **SUBMISSION OF OFFERS:**
 - a. Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer.
 - b. The quotation should be addressed to the Director, Central Salt & Marine Chemicals Research Institute, Bhavnagar and sent to the Stores & Purchase Officer.
 - c. Each offer/quotation should be kept in separate envelope against each item of the tender notice.
 - d. The offer/quotation should be submitted in two separate envelopes containing Techno-Commercial bid and Price bid and these put in one envelope.
 - e. The outer cover containing the offer/quote should be super-scribed with our tender No., due date and date of opening of tender.
 - f. The Techno-commercial offers must contain the Technical Leaflets/literature and complete specifications of the quoted model(s) of the item along with commercial terms & conditions, compliance statement of specifications & Compliance statement of tender terms & conditions and the required amount EMD.
 - g. Kindly mention the source from where NIT was made available to you i.e. CSMCRI website, CSMCRI letter or specify if any other source.
3. **DUE & OPENING DATES:** The Offer/Quotations must reach at CSMCRI on or before _____ up to _____ P.M sharp. The tenders will be opened next day i.e. _____ at _____ P.M. 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.
4. **EARNEST MONEY DEPOSIT (EMD):** EMD for an amount of Rs. _____ in the form of Bank guarantee or Term Deposit Receipt/FDR or Bank Draft of a scheduled bank pledged in the name of Director, Central Salt & Marine Chemicals Research Institute, Bhavnagar valid for six months 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, otherwise quotation may not be considered. The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs/ Insits, if any, 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. Exempted parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded at the earliest but latest within 15 days 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.
5. **PRICES:**
 - a) **For Imported supplies:** The prices shall be quoted in FOB value up to International Gate way Airport of the shipping country/CIF Mumbai. The prices should include all the charges up to the Board /Air Cargo. **If ex-works prices are quoted then packing, forwarding, documentation, and inland freight charges must be mentioned separately.** The airfreight & insurance shall be arranged and charges paid directly by us in Indian Rupee at our end. However, these charges should also be mentioned separately for our estimation purposes.
 - b) **For indigenous supplies:** For indigenous/local supplies, the prices should be FOR at Central Salt & Marine Chemicals Research Institute, Bhavnagar inclusive of packing, forwarding, installation and commissioning charges etc. **If ex-works/go-down prices are quoted then packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately.** We are exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately.** Sales tax/other Govt. levies will be paid at actual and the prevailing rates of excise duty and sales tax etc. may be mentioned separately. **No other charges than those mentioned clearly in the quotation will be paid.**
 - c) **Sales Tax:** We are not authorized to issue any Sales Tax Form 'C' & 'D'. However, being R&D Organization concessional Sales Tax Forms can be issued, if it is applicable in your states from where the material is being supplied.
 - d) In case of confusion in the figures and words of the quoted prices, the amount in words shall be treated final.
 - e) **Validity of Price / Period of Validity of Bids**
 1. Bid shall remain valid at least for a period of **180 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
 2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided under Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
 3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
 - f) **Modification and Withdrawal of Bids**
 1. The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
 2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 15. A withdrawal notice may also be sent by telex or cable or fax or e-mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
 3. No bid may be modified subsequent to the deadline for submission of bids.
 4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 12.7.
6. **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.**
7. **REASONABILITY OF PRICES :**
 - a) Please quote best minimum prices applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices.
 - b) **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 CSMCRI to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.**
 - c) Copies of **at least last two-supply orders** received from other customers or details of last two supplies made to other customers 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.
 - d) 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.
 - e) **Purchaser's Right to Accept Any Bid And To Reject Any Or All Bids:** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
 - f) **Notification of Award:** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted by way of a Purchase Order.
8. **ANNUAL MAINTENANCE CHARGES:** The party should mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period.

8 A. Inspection and Tests:

1. The Purchaser or its representative shall inspect and/or test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data – shall be furnished to the Inspectors at no charge to the Purchaser.
3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
4. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.B Incidental Services

1. The supplier may be required to provide any or all of the following services, including additional services, specified in SCC, if any:
 - (i) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (ii) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (iv) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (v) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

8. C Spare Parts

1. As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier.
 - (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (ii) In the event of termination of production of the spare parts;
 - (iii) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (iv) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
2. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

9. **SPECIFICATIONS:** 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.

9A. Amendment to Bid Document

1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document.
2. All prospective bidders who have received this bid document will be notified of the amendment in writing or by cable or by fax, or by e-mail and will be binding on them.
3. The prospective bidders are required to keep a watch on the CSMCRI website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders till 07 (seven) days prior to the opening of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

10. COMPLIANCE STATEMENTS:

- a. **Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format given below.** 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**, 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.**

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

11. **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.

12. **PERFORMANCE BANK GUARANTEE:** All the successful bidders will have to submit the Performance Bank Guarantee or establish a Standby Letter of Credit (SLOC) for required amount as per payment terms mentioned at clause 13 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.
13. **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 Salt & Marine Chemicals Research Institute, Bhavnagar 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 LC. L/C will be opened for 100% FOB / CIF value. 90% of LC amount shall be released on presentation of complete and clear shipping documents and remaining 10% shall be released after installation/demonstration/commissioning, subject to submission of PBG of equivalent amount to cover the warranty period. The PBG should remain valid upto 60 days after the expiry of warranty period. In case of non-submission of PBG after installation/ demonstration/commissioning, remaining payment i.e 10% will be released only after the completion of warranty period.
14. **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 Salt & Marine Chemicals Research Institute, Bhavnagar. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.
15. **NO ADVANCE PAYMENT:** No advance payment will be made to any supplier.
16. **INSTALLATION:** **The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately** but in any case within one month 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.
17. **GUARANTEE:** 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/repared 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.
18. **SPARE PARTS:** Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least five years from the date of supply.
19. **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.
20. **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/instit. to ascertain the date of arrival of consignment.
21. **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) The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, **New Delhi** as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.
- d) Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/CIF/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.
22. **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./Instits., the details of such supplies for the preceding three years shall be given together with the prices finally paid.**
23. **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 on part of the supplier, a penalty @ 0.5% per week subject to maximum of 10% of Order/FOB/CIF value will be charged for delayed period.
- 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 Salt & Marine Chemicals Research Institute, Bhavnagar 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.

d) **The same rate of penalty shall be applicable for late installation of the equipment/instrument also.**

24. **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 supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.
25. **VALIDITY OF OFFER:** The prices must be valid at least for a period of **90 days for indigenous supplies & 180 days for imports** 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.
26. **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.
27. **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.
28. **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.
29. **ACCEPTANCE OR REJECTION OF OFFER:** The Director, Central Salt & Marine Chemicals Research Institute, Bhavnagar reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof.
30. **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.
31. **INTERIM ENQUIRIES:** No interim inquiries will be attended.
32. **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, its 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.
33. **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. The venue of arbitration shall be BHAVNAGAR, GUJARAT (INDIA).
34. In case of two bid system, the technical bid will be evaluated first. In case a bidder is found to be techno commercially unresponsive, the same shall be intimated to the party giving a time of one week for any representation. If the representation is found unsuitable as per the other terms and conditions and the CSIR rules in this regards, the party will be finally rejected and the unopened financial bid will be returned.

Section Officer (Stores & Purchase)

Encl: 1. Set of Specifications
2. Format for Compliance of Terms & Conditions.

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS & CONDITIONS

Tender No. _____

Due Date:_____

NOTE:

- Quotation will not be considered without submission of this format.**
- If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.**
- 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	Clause 2(a)		
	c) Whether the agent is registered with DGS&D?	Clause 2(a) & 21(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(d)		
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes.	Clause 2 (e)		
3	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions.	Clause 2(f)		
4	(a) Whether the required EMD is being submitted with the quotation	Clause 4		
	(b) 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.)	Clause 4		
	(c) Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)	Clause 4		
5	(a) If the prices are on FOR up to lab basis or FOB gateway airport basis / CIF Mumbai, pl. specify	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 6 & 5 (a & b)		
6	a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation	Clause 5(b) & (c)		
7	a) Whether the Price reasonability Certificate is submitted with quotation	Clause 7(b)		
	b) Whether copies of last two supply orders of the same item from other customers have been attached with the quotation	Clause 7(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 7(c)		
	d) Whether supplied in CSIR Labs.	Clause 7 (d)		
8	Whether rates/amount of AMC after the warranty period is over has been mentioned	Clause 8		
9	Have you gone through the specification Clause & complied with the same	Clause 9		
10	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	Clause 9		
11	Whether compliance statement of specifications has been attached with the quotation.	Clause 10		

12	a) Whether the delivery period for supply of the items has been mentioned	Clause 11		
	b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated	Clause 11		
13	Do you agree to the submission of Performance Bank Guarantee/Standby L/C and have you mentioned in your quotation about this.	Clause 12		
14	a) Do you agree with the payment terms for indigenous supplies	Clause 13 A		
	b) Have you given option about payment terms for imports payment?	Clause 13 (a to d)		
15	Do you agree about the date of commencement of warranty period & its extension is necessary.	Clause 14		
16	a) Who will install/commission and demonstrate the equipment at lab. FREE OF COST	Clause 16		
	b) Will you be able to do it within a month	Clause 16		
17	Have you mentioned the guarantee period in your quotation and do you agree with guarantee clause?	Clause 17		
18	Spare parts	Clause 8(c) & 18		
19	After Sales service	Clause 19		
20	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 20 (b)		
	b) Do you agree with the clause of physical inspection?	Clause 20 (c)		
21	For Import Cases only:	Clause 21		
	a) Whether the Indian agent is registered with DGS&D			
	b) Whether the valid DGS& D registration certificate has been enclosed with the offer	Clause 21 (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 21 (c)		
22	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 22		
23	Whether you agree to the penalty clause for late delivery & installation?	Clause 23 (a to d)		
24	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 24		
25	Have you mentioned the validity period of the quotation as per our requirements	Clause 25		
26	a) Whether all the pages have been page numbered?	Clause 30		
	b) Whether quotation has been signed and designation & name of signatory mentioned.	Clause 30		
27	Do you agree to settle the issue through the sole arbitration of the DG, CSIR or his nominee?	Clause 33		

Signatures of the authorized signatory _____

Name of the signatory _____

Designation _____

Name & Seal of the quoting party _____

Dated: _____

BID SECURITY FORM

Whereas (Hereinafter called "the Bidder") has submitted its bid dated
..... (Date of submission of bid) for the supply of (Name and/or description of the goods)
(Hereinafter called "the Bid").

KNOW ALL PEOPLE 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 well
and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these present. Sealed with the Common Seal of the said Bank this day
of..... 20..... THE CONDITIONS of these obligations are:

- | | |
|-----|---|
| 1. | If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or |
| 2. | If the Bidder, having been notified of the acceptance of its bid by the Purchaser during he period of bid validity. |
| (a) | Fails or refuses to execute the Contract Form if required; or |
| (b) | Fails or refuses to furnish the performance security, in accordance with the |
- Instruction to Bidders.

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 Bank)

CENTRAL SALT & MARINE CHEMICALS RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)

Gijubhai Badheka Marg, Bhavnagar 364 002, Gujarat, India

Electronic Fund Transfer Account Details

1	Name of account holder	
2	Address	
3	e-mail address	
4	Phone No./Mobile No.	
5	Fax No.	
6	Permanent Account Number (PAN)	
7	Particulars of Bank Account	
	A. Name of the Bank	
	B. Name of the Branch	
	C. Branch Code	
	D. Address	
	E. Telephone No	
	F. Account No.	
	G. Type of Account	
	H. IFSC Code (RTGS/NEFT)	
	I. MICR code	

We/ I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, I/ we would not hold CSMCRI responsible.

Signature of the account holder

Bank Certificate

It is certified that M/S _____ has an Account No _____ with our Bank and it is confirmed that the details given above are correct as per our record

Date: _____

Place: _____

Signature of the Authorized Official
of Bank with seal

PERFORMANCE STATEMENT FORM
(For a period of last 3 years)

NAME OF FIRM _____

Order Placed by (full address of Purchaser)	Order no. & date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of completion of delivery.	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory? (attach a certificate from the purchaser/ consignee)	Contact person alongwith Telephone No., Fax No. and e- mail

Signature and Seal of the manufacturer/Bidder.....

Place :

Date: