

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

गिज्भाई 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

To:

Enquiry No.: IMP(846)/77/13-14/PB/T-1

Date: 23/04/2014 Due Date: 20/05/2014 Date of Opening 21/05/2014

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 | Field Emission Scanning Electron Microscope (Detail specification attached) | 1 |

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)

- 3. <u>DUE & OPENING DATES</u>: The Offer/Quotations must reach at CSMCRI on or before 20th May 2014 to 5:00 P.M sharp. The tenders will be opened next day i.e. 21st may 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.4,50,000/-** in the form of 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 CSIRLabs./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.

Stores & Purchase Officer

Technical Specification of Field Emission Scanning Electron Microscope

| SN. | Features | Specifications |
|-----|------------------------|---|
| | Resolution | SE mode: 1.2 nm or better @ 30 kV and 2.0 nm or better @ 1 kV |
| | | The definition of resolution and the method used to determine the |
| | N /L | same should be specified. |
| | Magnification | 25X to 800000X or better. Minimum magnification should be |
| | Accelerating voltage | specified. ≤ 0.5 to 30 kV continuously adjustable |
| | Electron gun | Schottky field emitter with 12 months guarantee at average 8 hours |
| | Dicetion gun | working per day. |
| | Probe current | 200 nA or higher |
| | Electron Optics | Beam Deceleration/Gentle Beam/Beam Booster technology or |
| | | equivalent for high resolution imaging at low kV. |
| | Detectors | ❖ In lens/in column SE |
| | | ❖ In-chamber SED (Everhart-Thornley) |
| | | ❖ In-lens BSE/ Angle Selective BSE/ Equivalent Technology |
| | | * Energy filtering technology should be built-in with capability of |
| | | simultaneous acquisition and display of images |
| | | ❖ Detector should have capability of high sensitivity for low kV analysis |
| | | Specify built-in automatic/ manual control for contrast and |
| | | brightness |
| | Chamber | ❖ Large chamber with at least 6 or more accessory ports. |
| | | ❖ Chamber air-lock design for changing of the specimens quickly. |
| | | ❖ Chamber should be equipped with an IR-CCD camera or any |
| | | suitable device to view the sample & stage inside the analysis |
| | | chamber. |
| | Anti-Contamination | The SEM must be equipped with an anti-contamination trap/plasma |
| | Trap | cleaner or equivalent technology. |
| | Specimen Stage | PC and manual with joystick or trackball controlled 5 axis motorized |
| | | stage with motorized stage movements • X = 70 mm or more |
| | | Y = 50 mm or more |
| | | Z = 35 mm or more |
| | | Tilt = ≥ -3 to $\geq 70^{\circ}$ or better |
| | | ■ R = 360° |
| | Vacuum System | ❖ automated vacuum system comprising of Ion-Pump (for Field- |
| | | emission SEM)/Turbo-Molecular Pump (TMP) (along with water |
| | | chiller if water-cooled TMP; Imported high quality chiller and |
| | | compressor; specify the manufacturer and model) backed by |
| | | rotary pump, pneumatic valves (clarify if any in-built proper |
| | | safety measures against failure of power supply, vacuum, water- |
| | User Interface | flow, etc. are provided). Operational keyboard with control and adjustment knobs for |
| | Osei interface | frequently used SEM parameters (focus, magnification etc.) |
| | Future | The specimen chamber should be large and compatible to |
| | Upgradability | accommodate other detectors such as WDS, CLD EBSD and cryo |
| | 18 | option for future requirements (all these must be field installable). |

| Specimen Holder | ❖ Singles stubs - 10 nos. | | | |
|-----------------|--|--|--|--|
| | ❖ Multiple sample holder (≥ 5) – 5 nos. | | | |
| | ❖ Carbon tapes - 10 nos. | | | |
| Calibration | Standard samples to check system calibration i.e. resolution, | | | |
| standards | magnification etc. should be supplied along with the system. | | | |
| EDX | ❖ Liquid nitrogen free dry Silicon Drift Detector (SDD) vacuum | | | |
| | sealed for better light-element analysis. | | | |
| | ❖ Energy resolution: ≤127 eV at Mn-Kα. | | | |
| | ❖ At the installation site, the detector should also show ≤70eV at F- $K\alpha$ and 60 ≤C- $K\alpha$ at 100,000 cps, as per established ISO norms. | | | |
| | The detector should be capable of handling a count rate of at least | | | |
| | 800,000 cps or, higher. | | | |
| | ❖ Detection and Quantification : from Be to U | | | |
| | ❖ The detector should also perform with <1eV change in peak | | | |
| | resolution and position with count rates ranging between 100 – | | | |
| | 100,000 cps. | | | |
| | The provided EDS system should have the capability to be | | | |
| | upgraded to simultaneous Upgradability to WDS attachment for future research requirements. | | | |
| | Supplied EDS server & analysis software should be capable of | | | |
| | performing data acquisition, storing and transfer in common | | | |
| | Windows based application format, qualitative & quantitative | | | |
| | analysis, line scanning, elemental or dot-mapping (area) including | | | |
| | spectrum imaging and phase mapping with specimen drift | | | |
| | correction. | | | |
| | • All these capabilities should be applicable for polished flat | | | |
| | specimens, fractured samples and nanostructured particulate | | | |
| | systems. User interactive qualitative and standard less/ standards based | | | |
| | ❖ User interactive qualitative and standard less/ standards based quantification with K, L, M, N line database. Real time elemental | | | |
| | mapping with auto elemental identification, quantification based | | | |
| | on ZAF, PhiZAF. Should have quantification algorithm for | | | |
| | uneven surfaces and under tilted conditions | | | |
| | ❖ Pile up correction and background noise reduction, simultaneous | | | |
| | imaging and analysis should be possible. | | | |
| | ❖ Thin film analysis software with nanometer scale resolution in | | | |
| | both space and depth capabilities should be quoted. | | | |
| | ❖ The detector area should be at least 50 mm or larger, for handling | | | |
| | high count rates, covering larger solid angle and working at low x- | | | |
| | ray signal. | | | |
| | ❖ Offline data analysis for EDS ❖ Callbution at a dead (Park and by Grand and NIST) | | | |
| | Calibration standard (Preferably from NIST) –multi-element | | | |
| Optional Items | standard materials for entire spectrum. EBSD | | | |
| Special Items | ❖ The EBSD system should work on the same computer platform as | | | |
| | that of EDS system, EBSD camera system (using minimum 12 bit | | | |
| | digital CCD with on-chip integration) should be highly sensitive | | | |
| | one to cater Nano-area analysis application | | | |
| | ❖ Camera should have rectangular phosphor exactly matched to | | | |
| | CCD chip size and capable for nano area analysis. The phosphor | | | |

- should be optimized for low –kV data application while working with SEMS.
- ❖ Indexing speed 100 Hz or better with at least 99% hit rate.
- ❖ Pixel resolution 1344 × 1024 or better.
- ❖ Camera should have motorized insertion and retraction mechanism with remote control digital handset. The position accuracy is to be 0.1mm.
- ❖ The camera movement should have audible safety alarm with auto retract mechanism.
- ❖ Camera should have tapered nose design to allow EDS detector to come very close to sample at shorter working distances
- ❖ Camera should have provision to install at least 4 Forward scattering Diodes as imaging detectors to acquire images with atomic, orientation, channeling contrast.
- ❖ Camera interface to SEM should have sliding and tilting interface plate to correctly position the camera at the shortest possible EBSD WD for optimal spatial resolution.
- ❖ The system software should include following features: (i) Data Acquisition Software (ii) Phase Reflector File Creation Software (iii) Pole Figure Software (iv) Mapping Software (v) ODF Software (vi) Imaging and Beam Control Software (vii) Stage Control Software (viii) Phase Identification Software

Cryo Transfer System:

- ❖ A dedicated preparation chamber directly interfaced with the FESEM.
- ❖ Chamber should be pumped independently by vibration-free TMP.
- ❖ Gas cooled SEM stage module with temp. range from -185°C to +50°C and Stability of ±2°C
- ❖ 2-chamber freezing station with slushier and frost free handling
- ❖ Vacuum Transfer Device (VTD) with Double gate valve (actuators on system)
- ❖ Sufficient viewing windows on top and side and front, with LED illumination
- Binoculars
- ❖ Parking place for 2nd shuttle (Should be available as an Option)
- Cold knife fracturing device with Probe knife should be standard supply.
- Micrometer knife option.
- ❖ Internal LN2 dewar with 8 hours hold time. Cold stage directly coupled to integral dewar to facilitate temp differential and cryo pumping.
- ❖ Interlocked valve system with keypad control of pumping
- ❖ Standard sputter targets should be AuPd & Pt. with option to choose from W and Cr.
- ❖ Compact Keyboard
- ❖ On-board turbo. Buffer tank and rotary pump

Self-pressurizing dewar – 30L vacuum dewar vessel to deliver liquid

| | or gaseous N2 | | | | | |
|---|---|--|--|--|--|--|
| Bidders shall furnish | The technical note on the construction of the instrument. The complete optical diagram of the system. The technical specifications in the units as mentioned in the tender enquiry. The superior features of their instrument The safety features. | | | | | |
| Consumables | ❖ Bidders shall provide itemized details of essential consumables for the instrument and accessories with price break-up for smooth operation of the instrument. | | | | | |
| Spare Parts | ❖ Recommended essential spare parts list with price for both system and accessories. | | | | | |
| Computer system and Software: | Computer and software must be the most up to date at the time of delivery of the instrument. Supply should be complete with all required computer and printer hardware including interconnecting cables, any required interfaces, operating system software, applications software and all other components required for creating a complete system (communication cards etc.) and color laser printer with duplex mode printing facility. | | | | | |
| Software | ❖ Latest Windows based 32/64 bit software shall support full multitasking, setting of parameters for control (including accessories, if any), acquisition of data either of SEM or additional accessories- if any, data processing of acquired or archived data, real time display of method and acquired data, calibration, data storage and reporting, method development, time scheduler for instrument and accessories start-up, calibration and shutdown, macro programming, export of data in industry standard format, user management, system check., built in safety | | | | | |
| Power/Electrical Requirement details | features. ❖ Operation on 220 Vac ± 10%, 50 Hz. ❖ Vendor should specify the total KVA ratings of the complete system with breakups of all accessories. ❖ True online uninterrupted power supply (UPS) with 30 mins backup in accordance with the power requirement of the complete system/equipment preferably of APC, Numeric, Emerson, Aplab only. | | | | | |
| Specimen of vendor real and conditions) | esponse sheet (e.g. as shown below for all the tender specifications | | | | | |
| CSMCRI Specs | Vendor specs Deviations, if any with justifications | | | | | |
| Submittals along with bid | Please submit and confirm the followings: 1. The quoted model should be no older than 5 years . A list of installations clearly indicating the quoted model and other models of the company in India shall be furnished along with the contact | | | | | |

details of the users.

- 2. **Hard copy of the original catalogues** from the manufacturer of the instrument with technical specifications and relevant application notes should be provided.
- 3. **Spares & Service Support:** Please certify that the instrument supplied shall be of latest technology and model, so that you would support with onsite service & spares for next 10 years.
- 4. Exhaustive pre-installation requirements spelling out every minute detail and requirements should be furnished.
- 5. Applicable Certificates of agency approvals of system/components as applicable.
- 6. Recommended essential spare parts and consumables list with budgetary price.
- 7. **Warranty**: The supplier shall warrant equipment, system components for a period of **three years** following satisfactory installation and commissioning.
- 8. The supplier shall offer an annual test and maintenance agreement for 5 years from the date of completion of project with price break-up for each year, 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 at 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.

It is mandatory that the vendor should maintain a service team of well trained, experience and competent service engineers, who are able to service the machine in our premises. Taking the instrument or any component will not be permitted. In exceptional cases, on due approval of competent authority of CSMCRI, if the instrument or it's components is taken out of the CSMCRI premises for maintained then all such expenses will be liability of the vendor. This service clause is valid under warranty as well as AMC.

10. **Training:** The supplier shall perform on-site installation, commissioning and startup of all system components in order to provide a fully functional plant. The supplier shall train institute's personnels on the operation and maintenance of the system at least for 2 weeks. These services may preferably be offered at no additional cost.

Confirmations during supply of instrument

- 1. Exhaustive soft and hard copy of installation, operation, users, applications 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 | teste | d at our | premi | ises in ac | ccordance | with | the |
| | manufacturer | 's/sup | plier's red | comme | endations/s | specification | ons. T | ests |
| | shall demons | trate | the proper | opera | tion of the | e instrume | nt and | l all |
| | components. | | | _ | | | | |
| 4. | Commissioni | ng an | d Training | : The | supplier s | hall perfor | rm on- | -site |
| | installation, o | commi | issioning a | nd sta | rtup of all | system co | mpon | ents |

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 personnels on the operation and maintenance of the system at least for two week. These services may preferably be offered at no additional cost.

Bidders shall mandatorily submit the quotations along with vendor response sheet and other details categorically of the tender specifications as soft copy on CD, in addition to the hard copy.

CENTRAL SALT & MARINE CHEMICALS RESEARCH INSTITUTE

(Council of Scientific &Industrial Research)

Gijubhai Badheka Marg, Bhavnagar 364 002, Gujarat, India

| | Electronic Fund Trans | sfer Account Details | | | | | |
|------|---------------------------------------|--|--|--|--|--|--|
| 1 | Name of account holder | | | | | | |
| 1 | Address | | | | | | |
| 2 | | | | | | | |
| 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 | | | | | |
| | | of incomplete or incorrect information, I/ | | | | | |
| we w | ould not hold CSMCRI responsible. | | | | | | |
| | | | | | | | |
| | Signature of the account holder | | | | | | |
| | Bank Ce | <u>rtificate</u> | | | | | |
| | | | | | | | |

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 FIR | M |
|-------------|---|
| | |

| 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: |

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

 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. <u>DUE & OPENING DATES</u>: 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. <u>EARNEST MONEY DEPOSIT (EMD):</u> 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 CSIRLabs./ 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.

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 <u>180 days</u> 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.
- 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 <u>not quoted</u> 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 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.
- 3. 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:
- 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. <u>PERIOD & MODE OF DELIVERY:</u> 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. <u>INSTALLATION:</u> 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/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.
- 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. <u>AFTER SALES SERVICES:</u> 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/instt. to ascertain the date of arrival of consignment.

21. <u>AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE</u>:

- 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.
- 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./Instts., 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. <u>VALIDITY OF OFFER:</u> The prices must be valid at least for a period of **90 days for indigenous supplies** & <u>180 days for imports</u> 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. <u>DELETION OF NAME</u>: 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. <u>LATE/ DELAYED /UNSOLICITED QUOTATION</u>: 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. <u>FORCE MAJEURE:</u> 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. <u>DISPUTE SETTLEMENT:</u> 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:

- 2.
- 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 |
| 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 | |
| (Hereinafter called "the Bid"). | | |
| KNOW ALL PEOPLE by these presents that W | /E (Name of bank) of (Name of country), | |
| having our registered office at | | |
| unto | | |
| and truly to be made to the said Purchaser, the | e 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 of | obligations are: | |
| 1. 2. (a) (b) Instruction to Bidders. | If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or If the Bidder, having been notified of the acceptance of its bid by the Purchaser during he period of bid validity. Fails or refuses to execute the Contract Form if required; or Fails or refuses to furnish the performance security, in accordance with the | |
| 1,7 | above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in punt claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or | |
| The guarantee shall remain in force up to and later than the above date. | including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not | |
| | | |
| | (Signature of the Bank) | |
| | , | |