

To be published on Institute's Website



## सीएसआईआर-केन्द्रीय इलेक्ट्रॉनिकी अभियांत्रिकी अनुसंधान संस्थान

CSIR-CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE  
(विज्ञान तथा प्रौद्योगिकी मंत्रालय / MINISTRY OF SCIENCE & TECHNOLOGY, भारत सरकार / GOVT. OF INDIA)

पिलानी, राजस्थान (भारत)/Pilani, Rajasthan - 333031 (INDIA)



### REGISTERED POST/ EMAIL

No. 493/GAP-3233/SSA/8-Pur/2018/T-120

Date: 05.11.2018

To  
AIXTRON SE.,  
Dornkaulstr.2, D-52134 Herzogenrath  
Germany

Email: [spare-parts@aixtron.com](mailto:spare-parts@aixtron.com)

**Sub: Request for Quotation/Tender.**

Dear Sir,

The quotation is invited on behalf of Director, CSIR-CEERI, Pilani for the purchase of the articles mentioned below. Please send your quotation in sealed cover duly super scribed Tender No., Date of receipt of Tenders & Date of opening so as to reach this office on or before due date mentioned below. The tenders will be opened on the specified date and time given below in the presence of firm representatives who wish to be present at that time.

**Last Date of Receipt of Tenders: Immediately**

**Date of Opening of Tenders: Immediately**

The goods should be supplied within **04 (FOUR) Weeks** from the date of our order.

Sr. No.	Name of Article & Brief Description	Qty.
01.	<ul style="list-style-type: none"><li>Miniature flowsensor SW112</li><li>Part Number: 100060508</li></ul>	01 (ONE)

**NOTE:**

1. Please send your quotation giving all details as required in enclosed Pro forma in accordance with the Instructions and Terms & Conditions printed overleaf of this letter. Incomplete quotation would be rejected.
2. Please send your quotation well in time by Registered Post/courier.
3. The quotation should be addressed to "Stores & Purchase Officer, CSIR-CEERI, Pilani-333031, (Rajasthan), India".

**Yours faithfully,**

**(O. P. Gurawa)**  
**Stores & Purchase Officer**

## **TERMS & CONDITIONS**

**1. Prices:** Your quotation must clearly indicate *Ex-works* prices inclusive of Packing, Documentation, handling etc. charges (**in case of foreign supply**) or FOR CSIR-CEERI, Pilani inclusive of and clearly indicating the Ex-works prices, packing, documentation, forwarding, freight, insurance (in case of indigenous supply) failing which your quotation will be liable to be rejected.

**2. Packing:** The goods must be packed in standard packing material and standard export/import packing material in case of import failing which supplier only will be responsible for any damages/discrepancies to the consignment due to poor packing of goods.

**3. Delivery Schedule:** Please quote your delivery schedule clearly failing which your quotation will not be considered. The goods must be delivered within **04 (FOUR) WEEKS from the date of the Purchase Order**. However, if this delivery period is not acceptable to you, please quote your fixed date of delivery.

**4. Mode of Shipment:** Please quote mode of shipment (Air freight/Sea freight/Registered Insured Post Parcel) which will be adopted by you. **The consignment will be imported through our Consolidation & Forwarding Agent only on freight collect basis whose address will be mentioned in our order.**

**5. Insurance:** The insurance will be arranged by CSIR-CEERI in India (**in case of import**).

**6. Validity of Quotation:** Your quotation must be valid for a period of **60 (Sixty) days** from the date of its opening for placing order and up-to the supply of goods after placing the order within the validity period. No upward changes in the prices and changes in Terms & Conditions will be allowed.

### **7. Indian Agents:**

(i) Quotation should be submitted directly by the manufacturer/supplier. In case any sole authorized distributor, dealer or authorized Indian agent submit the quotation on behalf of their Principal, sole authorized distributor, dealer or authorized Indian **agent must enclose a certified copy of the Agency Agreement between Principal and sole authorized distributor/dealer/authorized Indian agent**, in reference to **CSIR letter No. 13-4(04)/15-16/S&P/Policy/Cir dated 13.09.2017**, failing which their quotation will be summarily rejected. Please also enclose the manufacturer's authorization along with bid as per Annexure-B.

(ii) In reference to **CSIR letter No. 13-4(04)/15-16/S&P/Policy/Cir dated 13.09.2017**, **it is a compulsion for the foreign bidder to disclose the name and address of their Indian agent and representative in India and the same goes for an Indian bidder to disclose their foreign Principal or associate, failing which their quotation will be summarily rejected.**

(iii) The percentage of Indian agent's commission must be indicated clearly in the quotation which will be paid in Indian Rupees after receipt of material in good condition and satisfactory installation/commissioning and acceptance of material/equipment.

## **8. Payments:**

### **A) For Import:**

(i) By Letter of Credit: L/C will be opened after receipt of acceptance of order from the successful tenderer. The payment will be made on presentation of complete set of shipping documents in accordance with the Terms & Conditions of L/C.

(ii) By Sight Draft: A set of original shipping documents will be presented to our Banker i.e. State Bank of India, CSIR-CEERI Campus, Pilani-333031 (Rajasthan), India through overseas bank where the same shall be retired promptly to us.

**Bank Charges:** The bank charges outside India will be to the account of Supplier.

### **B) For Indigenous:**

The payment will be made against bill only after supply of goods in good working conditions at CSIR-CEERI and after acceptance certification by our technical expert/scientist.

**Note:** No advance payment will be made to any supplier.

**9. Penalty:** In case the delivery of ordered materials is not made in accordance with prescribed delivery schedule or the installation/commissioning of equipment is not done within the prescribed period and delayed by you, a penalty @0.5% of order value per week up to max. 5% will be charged from you for delayed period.

**10. Inspection:** The supplier and buyer shall open the consignment at CSIR-CEERI site and shall inspect the items. In case of any discrepancy/shortage/damages in the consignment, the same shall be listed out and authenticated by supplier and buyer. The physical/technical and performance inspection will be carried out at CSIR-CEERI by our technical experts in the presence of your technical expert. In case your authorized person is not available at the time of opening/inspection of the consignment, the same will not be delayed and the opening/inspection will be done by our User. The supplier shall rectify the discrepancies, supply the short shipped items and replace the damaged/defective items without lapse of time free of charge on FOR, CSIR-CEERI, Pilani basis without waiting and settlement of insurance claim to avoid delay in completion of R&D activities.

**12. Guarantee/ Warranty:** The equipment must be guaranteed/ warranted for a period of 06 (SIX) Months from the date of its successful installation and commissioning at CSIR-CEERI, Pilani against all manufacturing defects. If an equipment of a part thereof is found defective during the warranty period then the firm must eradicate the discrepancies/ defect FOR CSIR-CEERI Pilani basis. ***You can however mention your own Guarantee/ Warranty Terms and Conditions.***

**13. Fall Clause:** The supplier shall certify that if the prices go downwards than the quoted prices before execution of our order, the benefit in this situation shall be allowed to CSIR-CEERI by the supplier. The supplier shall certify that the items shall not be supplied to anyone else on the price which is less than the contract price during the period of execution of CSIR-CEERI's order

**14. Force Majeure:** Neither of the Parties hereto shall be liable for damage or have the right to cancel this contract for any delay or default in performance beyond its control including but not limited to fire, storms, floods, earthquakes, Acts of God, Government restrictions, continuing domestic or international problems (such as wars, rebellions, insurrections, strikes, riots, work stoppages, labour disputes etc.) or delay of ancillary materials, which affect the dates of fulfillment of any obligations as per the Purchase Order. Such dates will be respectively postponed for the period of continuance of such Force Majeure

*To be published on Institute's Website*

circumstances and the other party can suspend the performance of its obligations correlated to the postponed obligations of the affected party.

The obligation thus postponed shall be resumed after the Force Majeure circumstances have ceased. At the beginning, during and pre-visible end of the Force Majeure circumstances the parties shall promptly consult with each other about appropriate counter measures to be taken.

If the performance of obligations of any party is delayed more than six months by reasons of Force Majeure circumstances mentioned above, the parties shall mutually consult about subsequent performance of obligations.

**15. Acceptance of Offer:** The Director, CSIR-CEERI reserves the right to reject lowest quotation or any quotation or all the quotations or accept any quotation or part thereof without assigning any reason thereof. No interim inquiries will be attended to.

**16. Cancellation of Order:** In the event of supplier's failure to execute the order within the delivery schedule as per Terms & Conditions under the contract, CSIR-CEERI reserves the right to cancel the Purchase Order without assigning any reason thereof. The supplier shall not have any right to claim compensation to this effect. The Bidder may also specify obligations if CSIR-CEERI decides to cancel the Purchase Order for reasons attributable to CSIR-CEERI.

**17. Arbitration:** All disputes or differences arising under and out of, or in connection with the contract, if concluded, shall be referred to the sole arbitration by an arbitrator appointed by CSIR-CEERI/CSIR under the provisions of Indian Arbitration Act, 1940 as amended from time to time. The same shall be final and binding on both the parties. All suits in respect of this shall be in court of Jaipur.

**18. Correspondence:** All correspondence in this regard should be sent to the following Email/ Postal Address:

**Address:**

Attn. To.: Stores & Purchase Officer  
Central Electronics Engineering Research Institute  
District- Jhunjhunu, Pilani – 333031  
Rajasthan, India

**Email:**

[spo@ceeri.res.in](mailto:spo@ceeri.res.in)

**Website:**

<https://ceeri.res.in>

**Stores & Purchase Officer**

**MANUFACTURER'S AUTHORIZATION FORM**

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

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

Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser]

**WHEREAS**

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

We hereby extend our full guarantee and warranty in accordance with warranty clause of the conditions of the contract, with respect to the Goods offered by the above firm.

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

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

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder] Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**PROFORMA FOR QUOTATION**

From

M/s. -----  
-----  
-----

Quotation No.:-----  
Date :-----  
GST No. :-----  
Phone No. :-----  
Fax No. :-----  
E-mail :-----

To,

The Director  
CSIR-Central Electronics Engineering Research Institute  
Pilani-333031 (Rajasthan)

**Ref: Your Quotation Inquiry Letter No. ----- dated -----**

Dear Sir,

With reference to above referred your inquiry letter, we are submitting our quotation as under for the supply of material as requested by you.

S. No.	Description of Materials	Qty.	Rate	Unit	Total Amount
1. Delivery Period: .....					Ex-works cost of the item
2. Validity Period: .....					Discount
3. Payment Term: .....					Packing Charges
4. Country of Origin: .....					Handling Charges
5. Country of Dispatch: .....					Documentation Charges
4. All the Terms & Conditions as mentioned in your Inquiry Letter are acceptable to us ( <b><u>Deviations if any may also be clearly stated/ mentioned</u></b> )					<b>Total Ex-works Charges</b> (In case of Foreign Supply) Ref to Sl. No. 1 - Prices T&C Above
Authorized Signatories					<b>Total FOR CSIR-CEERI, Pilani</b> (In case of Indigenous Supply) Ref to Sl. No. 1 - Prices T&C Above
For M/s _____					

- The above mentioned format is a pro-forma for quotation.
- All the applicable charges must be specifically/ separately mentioned in your Quotation with no vague Terms.
- No additional monies will be paid on any account on the later stage of Order Execution if it is not specifically/ clearly mentioned in the quotation.
- All the other corresponding/ relevant documentation (if any) may also be submitted along with your Quotation