



No. 580/GAP-3324/MWD/9-Pur/2018

Date: 19.12.2018

NOTICE INVITING TENDER

Director, CSIR-Central Electronics Engineering Research Institute, Pilani – 333 031 (Rajasthan) invites e-tenders from Indian / Foreign Original Manufacturers or their Authorized distributors/dealers/system integrators for purchase of the articles mentioned below:

Sl. No.	Tender Reference	Description of Goods	Qty.	Single/Two Bid	Bid Security/EMD
1.	580/GAP-3324/ MWD/9-Pur/2018/ T-144	Vacuum Pump Pumping Speed : ≥ 500 litre/s (for N ₂) Flange Size : on 150 CFF Ultimate Pressure : $< 5 \times 10^{-10}$ Torr Baking Facility : In built heater with cable coming out Control Unit : Suitable Control Unit (with all indicators) All power cables and control unit connectors provided	1	Single Bid	NIL

The e-tenders will be opened on the specified date and time given below in the presence of firms' representatives who wish to be present at that time:

Last Date of Receipt of Tenders: 22.01.2019 at 02:30 p.m.
Date of Opening of Tenders: 23.01.2019 at 03:30 p.m.

E-Bids are invited through the electronic tendering process. Tender Document can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-CEERI website: www.ceeri.res.in. Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal only shall be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-CEERI. Please send your quotation giving all details as required in enclosed Proforma in accordance with the instructions and terms & conditions. Incomplete quotation would be rejected

Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement (CPP) portal, NIC, Government of India, by logging on to the portal <https://etenders.gov.in>. Bidders are requested to go through "Bidder Manual Kit", "System settings" and "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures and system requirements. In case of any technical difficulty, bidders may contact the help desk numbers and email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.

EMD (if applicable) will be required to be paid offline by Demand Draft drawn in favour of Director, CSIR-CEERI payable at Pilani. Alternatively, EMD can also be furnished in the shape of a Bank Guarantee issued by any Nationalized/Scheduled Bank of India. Original EMD is to be sent to Director (Attn: Stores & Purchase Officer), CSIR-Central Electronics Engineering Research Institute, Pilani – 333031 (Rajasthan), before the due date and time as mentioned in the CRITICAL DATE SHEET. Bids of those tenderers will be summarily rejected, if the EMD is not received within the deadline. Any postal delay in this respect will not be entertained.

Clarifications, if required may be sought through e-tendering portal only.

Stores & Purchase Officer

INSTRUCTIONS

1. 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-G.
2. In case a bidder is not doing business within India, it shall furnish a certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
3. The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
4. Conditional tender will be summarily rejected.
5. No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the bid Form or any extension thereof.
6. Your quotation must be neat and clean duly signed by authorized signatories. No erasure or alteration must be appeared in the quotation. The Blue-prints/Catalogues/Pamphlets/Technical Literatures/Instruction Manuals must be sent along with the quotation. The quotation as well as all correspondences and documents shall be written in 'English' language only.
7. The price quoted by the bidder shall remain unchanged during the contract period and shall not vary on any account.
8. The vendor must offer the validity of quotation as mentioned in tender document. If the bid validity is shorter than the required period, such quotations shall be rejected.
9. **Custom Duty:** We are registered with Department of Scientific and Industrial Research (DSIR) vide TU/V/RG-CDE(39)/2016 dated 19.09.2016 for availing custom duty exemption under Government Notification No. 51/96-Customs dated 23.07.1996. We shall pay concessional custom duty.
10. **GST:** CSIR-CEERI is registered with Govt. of India and Govt. of Rajasthan vide GST registration No. 08AAATC2716R1ZF.
11. **Indigenous Supplies:** For Indigenous supplies, the prices should be FOR CSIR-CEERI, Pilani inclusive of and clearly indicating the Ex-works prices, packing, documentation, forwarding, freight, insurance and installation & commissioning charges. In case of Ex-works prices, the packing and documentation charges must be clearly quoted in your quotation. No other charge than those mentioned in the quotation will be paid.
12. **Bid Currencies:** The vendor shall quote prices in Indian Rupee for offers submitted for supply within India and in freely convertible foreign currency in case of the items offered from foreign countries.

TERMS & CONDITIONS

1. Prices: Your quotation must clearly indicate Ex-works prices inclusive of and clearly indicating packing, documentation, ~~installation & commissioning, training~~ 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, ~~installation & commissioning, training~~ etc. charges (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 **3 months from the date of receipt of 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 etc.) 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 (in case of import).**

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 days** from the date of its opening for placing order and upto 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-G.

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.

iii) **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 **and satisfactory performance of the equipment/software** at CSIR-CEERI and after acceptance certification by our technical expert/scientist.

C) 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/software 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 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.

11. ACCEPTANCE:

The supplier shall arrange performance tests as per agreed criteria at CSIR-CEERI site in the presence of CSIR-CEERI's technical expert/scientist/user to their satisfaction and shall be authenticated by both parties. In case the test results do not meet the CSIR-CEERI's requirements, the supplier shall be bound to show the test results up to the satisfaction of CSIR-CEERI. The buyer shall reserve the right to reject whole items or part thereof, in case the items or part thereof is not found as per specifications of Purchase Order and/or the seller is unable to show satisfactory performance.

12. Guarantee: The goods must be guaranteed/warranted for a period of minimum **1 year** (unconditional guaranty/warranty) from the date of its acceptance/satisfactory installation & commissioning against all manufacturing defects. However, if the items are guaranteed/warranted for a period of more than **1 year**, it may be specifically mentioned in the quotation. In case the material or part thereof or whole material/equipment is found defective during this period, the same will have to be repaired/replaced to our satisfaction without any fail free of charge at CSIR-CEERI. In case the firm fails to rectify the defects and goods/equipment is not put to proper function to our satisfaction, either the supplier will replace the whole goods/equipment to our satisfaction at their cost or whole money paid CIF/FOR CSIR-CEERI on account of purchase of the goods/equipment will be refunded by supplier to CSIR-CEERI.

13. Spare Parts: The availability of spare parts must be guaranteed for a period of **5** years. In case of discontinuation of the equipment, you have to intimate us in advance.

14. After Sale Service: It must be clearly indicated in the quotation whether the after sales service would be provided by supplier himself or by their authorized agent after satisfactory installation/commissioning of equipment.

15. 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

16. 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 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.

17. 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.

18. 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.

19. 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.

Stores & Purchase Officer

PROFORMA FOR QUOTATION (Indigenous Purchase)

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.N.	Description of materials	Qty.	Rate	Unit	Total amount

1. Validity Period:
2. Delivery Period:
3. Payment Terms:
4. Warranty Period:
5. ~~Training~~:
6. ~~Installation~~:
7. Spare Parts Availability:
8. After Sale Service:
9. All the terms and conditions as mentioned your enquiry letter are acceptable to us.

Ex-works	
Discount	
GST @ 5%	
Packing, Documentation & Forwarding charges	
Insurance charges	
Freight charges	
Installation & Commissioning charges	N.A.
Training charges	N.A.
Total FOR, CSIR-CEERI, Pilani	

Authorized Signatories
 For M/s _____

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]