



सी.एस.आई.आर.—हिमालय जैवसंपदा प्रौद्योगिकी संस्थान
CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY
(Council of Scientific & Industrial Research)
Post Box No.6, Palampur-176 061 (HIMACHAL PRADESH)

| | | | |
|-------------------|------------------------|--------------|-------------------|
| Tender No. | 4/5(155)16-Pur. | Date: | 19.12.2016 |
|-------------------|------------------------|--------------|-------------------|

SPEED POST

Dear Sir,

We are interested to purchase the following items. Kindly send us the sealed quotations/Performa invoice indicating minimum delivery period. The sealed envelope containing your quotation super scribed with our reference no. and addressed to Director, should reach this office latest by **12.01.2017 up to 2.30 P.M.** The quotations will be opened on **12.01.2017 at 3.00 P.M.** in the presence of supplier's representative who wish to present themselves at that time.

| Sr. No | Name of item | Qty. | BID* (SB/ TB) |
|---------------|--|-----------------|----------------------|
| 1. | <u>VERTICAL AUTOCLAVE</u> <i>(Detailed specifications as per Annexure 'A')</i> ❖ Terms & Conditions as per Annexure-'B' ➤ Please quote as per enclosed terms & conditions. ➤ One Indian Agents cannot quote on behalf of two Principals. If so, their quotations will be rejected. ➤ Fax quotations will not be considered. ➤ All Enquiries will be entertained only between 2.00 PM to 3.00 PM. | 01 (One) | TB |

Yours faithfully,

*
SB: Single Bid
TB: Two Bid

Controller of Stores & Purchase

E-MAIL: spo@ihbt.res.in, Phone: 91-1894-230425, Telefax: 91-1894-230425

Specifications for:
Vertical Autoclave

TENDER ENQUIRY NO.: 4/5(155)16-Pur.

1. Digital autoclave with microprocessor control
2. Chamber volume 52 L or above
3. Temperature should be 134 °C and pressure 2 bar or better.
4. Should have automatic water supply/Autofill
5. The pressure vessel/chamber frame to be made of corrosion-resistant stainless steel [1.4571 (V4A) AISI 316 Ti or SUS 304]
6. Safety devices- It should have lid interlock/auto door lock till chamber is under pressure; dual sensor or over-temperature and over-pressure detector)
7. Two holding baskets should be provided with the autoclave
8. System should be duly licensed (CE/ISO/WHO-GMP certified)
9. Warranty for at least 2 years to be provided
10. List of users to be supplied .

(TERMS & CONDITIONS)

1. **GENERAL:** Quotations in closed cover are invited on behalf of the Director, Institute of Himalayan Bioresource Technology, Palampur 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: (Two Bid)**
 - a. Quotation should be submitted directly by the party to whom the tender has been addressed. In case a party has been authorized to quote on behalf of the party to whom the tender has been sent, **such authorizations should be displayed/pasted on the envelope, otherwise such bids are liable to be rejected as unsolicited bids.**
 - b. **The quotation should be addressed to the Director, Institute of Himalayan Bioresource Technology, Palampur 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. **In case of Two Bid system, 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 offer must contain** the Technical Leaflets/literature and complete specifications of the quoted model(s) of the item along with general commercial terms & conditions, compliance statement of specifications & Compliance statement of tender terms & conditions. In case of two bid system, *no price should be quoted in the “Techno-commercial bid”. Price should be quoted only in the Price Bid, which should be sealed and kept separately from the Techno-Commercial bid.*

3. **DUE & OPENING DATES:** The Offer/Quotations must reach at CSIR-IHBT on or before **12.01.2017 up to 2:30 P.M. sharp.** The tenders will be opened on **12.01.2017 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.

4. **PRICES :**
 - a) **For Imported supplies:** The prices shall be quoted in FOB value up to International Gate way Airport of the shipping country. 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 Institute of Himalayan Bioresource Technology, Palampur 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.

5. **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.**

6. **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 CSIR-IHBT to any other customer nor they will do so till the validity of offer or execution of the purchase order, which ever 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.

7. **ANNUAL MAINTENANCE CHARGES:** The party **must** mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention.

8. **SPECIFICATIONS:**

- (A) 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
- (B) **The technical bid shall be evaluated for acceptability by the technical committee and may call the renderers for discussion. If necessary, the committee may modify the technical specification to suit the CSIR-IHBT requirement. In such case the opportunity shall be given to the participating bidders for submitting the revised bid as per modified specifications, if any.**

9. 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 |
| | | | | | |

10. 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.

11. PAYMENT CONDITION:

A. FOR INDIGENEOUS SUPPLIES:

Payment on Bill Basis after supply: For local supplies the **90%** payment will be made only after supply of the equipment at Institute of Himalayan Bioresource Technology, Palampur Remaining payment i.e. **10%** will be released only after the completion of the satisfactory installation & demonstration. Before release of final payment, 10% Performance Bank Guarantee valid till 60 days after the expiry of warranty period is to be submitted by you for the Equipments costing Rs.25 lakhs and above.

B. FOR IMPORTS:

The payment against imports shall be made through irrevocable LC. L/C will be opened for 100% FOB value. **90%** of LC amount shall be released on presentation of complete and clear shipping documents and remaining payment i.e. **10%** will be released only after the completion of satisfactory installation & demonstration. Before release of final payment, 10% Performance Bank Guarantee valid till 60 days after the expiry of warranty period is to be submitted by you for the Equipments costing Rs.25 lakhs and above.

- 12. 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 Institute of Himalayan Bioresource Technology, Palampur. The warranty period and validity of warranty shall be extended for the period of delay in satisfactory installation and delay in warranty services.
- 13. NO ADVANCE PAYMENT :** No advance payment will be made to any supplier.
- 14. INSTALLATION:** The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately but in any case within two months 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.
- 15. WARRANTY:** The equipment/instrument must be warrantee 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 warranted for a period of more than one year, it may be specifically mentioned in the quotation.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.
- e) **It is mandatory that Indian Agent quoting on behalf of foreign supplier must be registered with DGS&D. A copy of registration certificate shall be attached with the offer. As per CSIR order dt. 07.10.2016 bids of suppliers who submit documentary evidence of their application with DGS&D along with an undertaking that their application has not been rejected shall be considered up to 31.12.2016.**

20. 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.**

21. 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 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 Institute of Himalayan Bioresource Technology, Palampur 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.**

22. 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.

23. VALIDITY OF OFFER : The prices must be valid at least for a period of **180 days** 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.

24. 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.

- 25. ACCEPTANCE OR REJECTION OF OFFER:** The Director, Institute of Himalayan Bioresource Technology, Palampur reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof.
- 26. 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.
- 27. INTERIM ENQUIRIES:** No interim inquiries will be attended.
- 28. FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its balance payment, 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.
- 29. 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 **PALAMPUR, HP (INDIA)**.

Controller of 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:

1. Quotation will not be considered without submission of this format.
2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.
3. 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).

| SN | 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) & 19 | | |
| 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) & 2(f) | | |
| | 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 technical literature/ leaflets, detailed specifications & commercial terms & conditions. | Clause 2(f) | | |
| 4 | a) If the prices are on FOR up to lab basis or FOB gateway airport basis, pl. specify | Clause 4(a) & 4(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 4 (a & b) & 5 | | |
| 5 | a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation | Clause 6 (b) & (c) | | |
| 6 | a) Whether the Price reasonability Certificate is submitted with quotation | Clause 6(b) | | |
| | b) Whether copies of last two supply orders of the same item from other customers have been attached with the quotation | | | |
| | 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 6(c) | | |
| | d) Whether supplied in CSIR Labs. | Clause 6 (d) | | |
| 7 | Whether rates/amount of AMC after the warranty period is over has been mentioned | Clause 7 | | |
| 8 | Have you gone through the specification Clause & complied with the same | Clause 8 | | |
| 9 | 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 | (A) & (B) | | |

| | | | | |
|----|---|--------------------|--|--|
| 10 | Whether compliance statement of specifications has been attached with the quotation. | Clause 9 | | |
| 11 | a) Whether the delivery period for supply of the items has been mentioned | Clause 10 | | |
| | b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated | Clause 10 | | |
| 12 | a) Do you agree with the payment terms for indigenous supplies | Clause 11 A | | |
| | b) Do you agree with the payment terms for import supplies? | Clause 11 B | | |
| 13 | Do you agree about the date of commencement of warranty period & its extension is necessary. | Clause 12 | | |
| 14 | a) Who will install/commission and demonstrate the equipment at lab. FREE OF COST | Clause 14 | | |
| | b) Will you be able to do it within a month | Clause 14 | | |
| 15 | Have you mentioned the warrantee period in your quotation and do you agree with guarantee clause? | Clause 15 | | |
| 16 | Spare parts | Clause 16 | | |
| 17 | After Sales service | Clause 17 | | |
| 18 | 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 18(b) | | |
| | b) Do you agree with the clause of physical inspection? | Clause 18 (c) | | |
| 19 | For Import Cases only: Whether the conditions as per the clause 19 have been complied with. | Clause 19 | | |
| 20 | 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 20 | | |
| 21 | Whether you agree to the penalty clause for late delivery & installation? | Clause 21 (a to d) | | |
| 22 | 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 22 | | |
| 23 | Have you mentioned the validity period of the quotation as per our requirements | Clause 23 | | |
| 24 | a) Whether all the pages have been page numbered? | Clause 26 | | |
| | b) Whether quotation has been signed and designation & name of signatory mentioned. | | | |
| 25 | Do you agree to settle the issue through the sole arbitration of the DG, CSIR or his nominee? | Clause 39 | | |

Signatures of the authorized signatory _____

Name of the signatory _____

Designation _____

Name & Seal of the quoting party _____ Dated: _____