

TERMS & CONDITIONS

1. **The quotation/tender must be submitted as per tendered specifications, terms & conditions and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Hand written Quotations will not be considered. Please refer our CSIO Website for Tender(Instructions/CSIR Rules for Bidders) complete tender terms & conditions, different Format/Annexure under CSIR Manual on Procurement of Goods 2019. Bidder should carefully refer all the terms of the tender and ensure to provide the required documents along with Bid to avoid rejection.**
2. The rates should be on FOR, CSIO, Chandigarh (Central Stores) basis for indigenous items. Where there is no mention of packing, forwarding, freight, insurance charges, taxes, validity of the offer, such offers shall be treated as unresponsive and will be rejected. **The validity of the offer should be 90 days and delivery. The period of supply should be immediately but normally within 4-6 weeks, or as specified in the tender documents by the bidder etc.**
3. **Taxes/Custom Duties: CSIR-CSIO is registered with Dept. of Scientific & Industrial Research, Govt. of India, Custom Duties are leviable vide notification no. Custom Duty under Govt. Notification No. 51/96-Custom dated 23.07.1996 & No. 43/2007-Customs dated 30.06.2017. No concession of GST and taxes will be payable as applicable. No other charges than those mentioned clearly in the quotation will be paid. Please carefully refer the provisions for taxes before submitting your offer.**
4. **The Bidder is expected to examine all instructions, forms, terms and conditions, specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. Our Pan No. PANCSIR AAATC2716R, IEC 0588137685. Our GST No. is 04AAATC2716R1ZN. Supplier Should furnish PAN & GST Number in their quotation & on Invoice also. TDS would be recovered as per Govt rules.**
5. **Bid security (Ernest Money Deposit) is applicable for the bid more than Rs. 2.50 lakh only. Accordingly EMD should be submitted as required in the Bid documents either in the shape of Bid Format Annexure-5F or in Indian currency for Rs..... (where applicable). EMD should be in favour of the Director, CSIO payable at Chandigarh. Our Banking details: State Bank of India, Sector 30-C, Chandigarh Account No. 30267029400 IFC Code 01443 (Attach the proof of document of online deposit of EMD). The MSEs are provided tender document free of cost, where applicable, and are exempted for the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. As such, if you are manufacturer, item produced by you exemption is applicable otherwise EMD or Annexure 5F as per tender condition should be submitted to avoid rejection. Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc **EMD will be returned with the approval of the Sr. Most Officer of the Purchase when the bidding process is complete.****
6. Performance Security - On the event of award of purchase order in your favour, you need to submit a **Performance Bank Guarantee (PBG)** valid for a period of warranty period plus 60 days beyond the Warranty period of..... **(retain only, if applicable). In case of all capital items (equipment, machine etc) costing above 2.5 lakh rupees , the successful bidder will have to submit PBG (@3% of total value) within 21 days from the date of issuing purchase order. PBG order is applicable upto 31.03.2023 after that it will be 5 to 10 percent as per tender terms**
7. The sealed tenders where applicable should be submitted. **Cover shall be superscribed with NIT of Local Purchase Committee, LPC NIT no., Due date, Date of opening and addressed to the Director, CSIR-Central Scientific Instruments Organisation, Sector- 30 C, Chandigarh-160030 and also mentioned- Kind Attention Dr. Vinod Mishra, Senior Technical Officer**
8. The acceptance of the tender/quotation will rest with the competent authority of **Central Scientific Instruments Organisation, Sector-30, Chandigarh** who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
9. The bidder may submit the applicable Price in Price Schedule Form. For reference as our complete tender document available on the website with all Annexures.
10. Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable to avoid rejection.
11. **Bidder who does not manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) where applicable using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods, failing which offer will not be considered/rejected.** The offer submitted through authorisation on behalf of the principal, the terms & conditions settled by the Agent/dealer with buyer will be binding on their principal.
12. The mode of dispatch/transportation of the items must be by **Road/Rail/Air only. (Retain one only).**
13. In case the items in the enquiry are covered by any rate contract or running contract finalised by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
14. **Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed failing which **Liquidated Damages Clause** will be applicable **for delays:** The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price with GST as applicable. **Installation/commissioning:** Equipment/Instruments are required to be commissioned/installed/ demonstrated successfully immediately or within 30 days from the date of receipt of the system in CSIO by the Principal or by their authorized Agent, **failing which the Liquidated Damage Clause will be applicable as mentioned above.****

15. **Warranty Period:** Please mention the warranty period of equipment, which should be from the date of satisfactory installation. **The offer received for lesser warranty, as asked for in the tender, will be rejected/ignored.** All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply of goods, wherever applicable.
16. **Terms of Payment:** Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material at our site in good condition or after installation where applicable through RTGS. **Banking details should be available on Bill/invoice.** Other mode of payment may be decided by the by the Committee with the approval of the Director. **Supplier should furnish PAN & GST Number in the Invoice. TDS would be recovered as per rules.**
17. **Reasonability of Prices/Fall Clause**
- i) **Please quote best minimum prices to CSIR-CSIO or as applicable to all Govt Organisation, Research Institution, leaving no scope for any further negotiations on prices.**
- ii) **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 CSIO to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.**
- iii) Copies of atleast two recently supplied orders of the last two years received from other Government Organisation alongwith details of such supply orders preferably in India for the same or similar goods may be submitted with the offer. Reasons of price difference of the supply order to other Government Organisation/Universities & those quoted to us, if any, may be submitted. The bidder must give details of identical or similar equipment, if any, supplied to any CSIR lab during the last three years alongwith the final price paid and Performance certificate from them.
18. Certificate of undertaking that the equipment is of latest technology & will not be obsolete within 5 years after warranty will be attached with the offer. All essential spares parts of the offered equipment will available with the manufacturer or in India with your Indian Agents for a period of at least 5-7 years after warranty period which will be required at later stage
19. Code of Integrity has to be maintained by Bidders/Suppliers/Contractors by maintaining highest standards of ethics in the Procurement process and prohibits corrupt practice/Fraudulent practice/Anti- Competitive practice / Coercive Practice/ Conflict of Interest and Obstructive practice either directly or indirectly during the process of contract.
20. Instructions to Bidders, General Conditions of Contract applicable to limited tenders originating from S&P Division along with different formats can be viewed on our website www.csio.res.in under the heading tenders. If the ordered materials are covered under restricted category of EXIM policy in India, the vendor/agent may intimate such information for obtaining necessary licence in India
21. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
22. MSME benefits will be given to the eligible supplier as per the Govt. guidelines subject to submission of proper document as per policy or Udyog Adhar Udyog Memorandum in respective category. As per Govt. of India procurement policies (under Make in India (MII)).
- A copy of self - certification about the products offered in this tender meets local content requirement for Class- I Local supplier (local content equal to or more than 50%) or Class- II Local supplier (local content more than 20% but less than 50%) as per Make in India Policy No. P-45021/2/2017-PP(BE-II)dt- 16/09/2020, should be attached with bid. The details of the location(s) at which the local value addition is made should also be mentioned in the self-certification. Exemption will be given as per the policy of Govt Of India. Beyond the exemption limit, Non-local supplier will not participate in any tender, their bid will be rejected. Whenever Govt will issue any amendment in this policy, the same will be applicable accordingly.**
23. **A copy of certificate regarding Restrictions on procurement from a bidder of a country which shares a Land Border with India** wherein if any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or work only if the bidder registered with the competent authority, should be attached with bid.
24. Above instructions & our standard terms & conditions must be complied failing which your offer may be liable for rejection.
25. The Director, CSIR-CSIO, Chandigarh reserves the right to reject all or even the lowest quotation without assigning any reason. All disputes shall be settled in the courts of Chandigarh Jurisdiction only
26. **Prospective bidders are requested to registered themselves at www.eprocure.gov.in for our requirement on Central Public Procurement Portal (CPPP) for E-Tender. Bidders may also upload their product on GeM portal.**



Yours faithfully,
Dr. Vinod Mishra, CSIR CSIO

For & on behalf of CSIR-CSIO

Annexure-I
Specifications of linear motorized stages

Motorized Z-Stage with power supply and controller

1	Travel	15mm (in Z or X direction)
2	Accuracy	< 10 μm
3	Load Capacity	1 kg or more
4	Drive Type	lead screw
5	Repeatability	<5 μm
6	Resolution	5 μm or less
7	Computer Connectivity	USB-C or RS-232
8	Parallelism	< 30 μm
9	Speed	>20mm/s
10	Controller	Separate compact controller (Operating Current 3000A maximum, Input supply 12V)
11	Power supply	100-230 AC, Input voltage 12 V , Output Voltage (V)

Note: The total/overall cost will be considered for comparison

Format for Acceptance of Terms & Conditions of Tender, Code of Integrity & Conflict of Interest & Reasonability of Price (TO BE FURNISHED ON BIDDER'S LETTER HEAD)

Date: _____

To

(Name & address of the Purchaser)

Subject: Acceptance of Terms & Conditions of Tender, Code of Integrity & Conflict of Interest & Reasonability of Price

Tender Reference No. _____

Dear Sir,

(1) **Acceptance of Terms & Conditions of Tender-** *“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”* (Refer to D.O.F. No.6/18/2019-PPD Dated, 28 July, 2020)

(2) **Code of Integrity & Conflict of Interest -I/**We hereby declare that we shall abide by the Code of Integrity for Public Procurement and have no conflict of interest. The details of previous transgressions of the code of integrity, if any, with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- (a)
- (b)
- (c)

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code. (Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(3) **PRICE REASONABILITY CERTIFICATE**

This is to certify that the prices quoted are best and minimum and we have not quoted the same on lesser rates than those being offered to CSIR-CSIO to any customer nor we will do till the validity of offer or execution of Purchase Order

Yours faithfully,

(Signature & Name of the Authorized Signatory with Company Seal)

Format for Self Certification by the Bidder for Local Content

(Refer to Order No. P-45021/2/2017-PP (BE-II) dated 16 September 2020)

(On the Letter Head of the Bidder)

Ref.No: _____

Date _____

To:

(Name & address of the Purchaser)

S.No.	Name of Item	Percentage of Local Content	Location at which value Addition is made	Status of the bidder, whether, Local Supplier I /Local Supplier II or Non-Local Supplier.

For more details in this connection you may kindly go through the "Public Procurement (Preference to Make in India), Order 2017 as revised from time to time and available on the website of the Department for Promotion of Industry and Internal Trade at <http://dipp.gov.in>.

(As per OM No. P-45021/102/2019-BE-II-Part(2) (E-50310) dt March 4, 2021 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade, Government of India, Bidders offering imported products will fall under the category of Non-Local Supplier). Class-I & Class-II Supplier is as:

A) I / We certify that I / we come under **Class-I Local Supplier** Category whose goods / services local content is equal to 50% or more than 50%.

OR

B) I / We certify that I / we come under **Class-II Local Supplier** Category whose goods / services local content is more than 20% but less than 50%.

(Please Tick from A or B which is appropriate)

We state that the value addition of local content is ____% and value addition has been made by us at _____ (mention the address please).

I / We hereby certify that the above statement is true and correct to the best of my knowledge. I understand that a false statement / declaration will disqualify / debar me from the process.

CSIR-CSIO Tender No. _____

Signature
(Name of the Authorized Signatory)
Company Seal

Bid-Security(EMD) Declaration Form(Applicable for the tender cost more than Rs. 2.50 lakh)

(Refer Para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)

Date: _____

Bid No. _____

To:

(insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

MANUFACTURERS' AUTHORIZATION FORM Annexure- 5D

(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 letter head 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 category 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 Goods, manufactured by us (insert the category of Goods), and to subsequently negotiate to sign the Contract.

We hereby confirm that we shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, Packages or defects at the time of supply/usage. In such cases we shall provide free replacement immediately.

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]

PERFORMANCE SECURITY FORM

(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To _____

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No. datedto supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank) _____
Name and designation of the officer
Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

From: "Mohinder Kumar" <cosp@csio.res.in>

To: "all csio" <all.csio@lsmgr.nic.in>

Cc: "Arvind Kumar" <arvindk@csio.res.in>, "Arpan Maheshwari" <arpan.maheshe@csio.res.in>

Sent: Thursday, February 24, 2022 5:51:26 PM

Subject: [WARNING: UNSCANNABLE EXTRACTION FAILED][All.csio] [WARNING: UNSCANNABLE EXTRACTION FAILED] Revised LPC NIT draft model format - संशोधित स्थानीय खरीद समिति आमंत्रण प्रारूप मॉडल प्रारूप

महोदय/महोदया/Sir/Madam,

यह सीएसआईआर के दिनांक 28.09.2021 के पत्र के संदर्भ में है जिसमें माल की खरीद के लिए सीमा में वृद्धि के बारे में सूचित किया गया है। निविदा आमंत्रित करने के लिए ड्राफ्ट एलपीसी नोटिस (एनआईटी) को ईमेल दिनांक 14 अक्टूबर 2021 के माध्यम से

इस टिप्पणी के साथ परिचालित किया गया था कि एलपीसी प्रारूप को संपादित कर सकता है।

एलपीसी एनआईटी को सरल और संशोधित करने के लिए हमें विभिन्न इंडेंटिंग डिवीजनों से बार-बार अनुरोध प्राप्त हो रहे हैं। तदनुसार, एनआईटी प्रारूप को सरल बनाने के लिए सर्वोत्तम प्रयास किए गए। संशोधित एनआईटी मसौदा प्रारूप संलग्न है। स्थानीय क्रय समिति अपनी आवश्यकता के अनुसार इस प्रारूप को संपादित कर सकती है। (एलपीसी उद्धरण/निविदा एकत्र करने या आमंत्रित करने से पहले निर्णय ले सकती है कि क्या प्राधिकरण की आवश्यकता है, पीबीजी की आवश्यकता है आदि। ईएमडी के लिए अनुलग्नक 5एफ बेहतर है)।

(पीबीजी के लिए नियम) - अनुबंध के उचित प्रदर्शन को सुनिश्चित करने के लिए, प्रदर्शन सुरक्षा या प्रदर्शन बैंक गारंटी (पीबीजी) सफल बोलीदाता से प्राप्त की जानी है (अनुलग्नक -5के के अनुसार) जिसे 2.5 लाख से अधिक पूंजीगत वस्तुओं का अनुबंध दिया गया है। माल के लिए अनुबंधों के मामले में, प्रदर्शन सुरक्षा की आवश्यकता विशेष प्रकार के सामानों के लिए बाजार की स्थितियों और वाणिज्यिक अभ्यास पर निर्भर करती है। समिति प्रत्येक मामले के गुण-दोष के आधार पर निष्पादन सुरक्षा की प्रयोज्यता पर निर्णय ले सकती है। निष्पादन सुरक्षा बोली दस्तावेजों में निर्दिष्ट अनुबंध के मूल्य के पांच से दस प्रतिशत की राशि के लिए होनी चाहिए। निष्पादन सुरक्षा एक खाता प्राप्तकर्ता डिमांड ड्राफ्ट, एक वाणिज्यिक बैंक से सावधि जमा रसीद, भारत में किसी भी वाणिज्यिक बैंक से जारी/पुष्टि की गई बैंक गारंटी के रूप में स्वीकार्य रूप में, क्रेता के हितों की सभी तरह से रक्षा के रूप में प्रस्तुत की जा सकती है।

This is in reference to CSIR letter dated 28.09.2021 wherein enhancement in ceiling for procurement of goods has been communicated. Draft LPC notice for inviting of tender (NIT) were circulated vide email dated 14 Oct 2021 with the remarks that the LPC may edit the format.

We are repeatedly receiving requests from different Indenting Divisions to simplify and revise the LPC NIT. Accordingly, best efforts were made to simply the NIT Format. Revised NIT draft format is attached. Local Purchase Committee may edit this format according to their requirement. (LPC may decide before collecting or inviting of quotes/tender whether authorisation required, PBG required etc. For EMD Annexure 5F is preferable).

(Rule for PBG) - To ensure due performance of the contract, performance security or performance Bank Guarantee (PBG) is to be obtained from the successful bidder (as per Annexure-5K) awarded the contract valued more than 2.5 lakhs of capital items. in case of contracts for Goods, the need for the Performance Security depends on the market conditions and commercial practice for the particular kind of goods. The Committee may decide on the merits of each case the applicability of performance security. Performance Security should be for an amount of five to ten per cent of the value of the contract as specified in the bid documents. Performance Security may be furnished in the form of an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India in an acceptable form, safeguarding the purchaser's interest in all respects.

सादर,

मोहिन्द्र कुमार Mohinder Kumar

भंडार एवं क्रय नियंत्रक Controller of Stores and Purchase

सीएसआईआर-केन्द्रीय वैज्ञानिक उपकरण संगठन

CSIR-Central Scientific Instruments Organisation

सेक्टर 30 सी, चंडीगढ़ Sector 30-C, Chandigarh 160030

TeleFax -091-0172-2652651 2672212, Ext 352