

 <p>सीएसआईआर भारत का नवाचार इंजन The Innovation Engine of India</p>	<p>सीएसआईआरसंस्थान पेट्रोलियम भारतीय -, (वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद) देहरादून, उत्तराखंड 248005, भारत CSIR-Indian Institute of Petroleum, (Council of Scientific & Industrial Research) Dehradun – 248005, Uttarakhand, India Phone: +91 135 2525762, 2525945, 2525754 Email- spo.iip@iip.res.in</p>	 <p>Creating Future Fuels</p> <p>GSTIN 05AAATC2716R2ZK</p> <p>ISO-9001-2015 Regd. Institute</p>
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NOTICE INVITING TENDER

Tender No. PUR/4/24-25/201005/TCD/GDT/PO

Date: 25.11.2024

Tender For the Purchase of SPARE INSTRUMENTS

M/s.ACE Instruments
Delhi.

Dear Sirs/Ma'am,

Director, CSIR-Indian Institute Of Petroleum herein after called as the '**Purchaser**' is interested in purchase of following articles under terms and conditions mentioned below. Please submit your online bids/quotation with maximum discount to R&D Organization through Central Public Procurement (CPP) Portal (<https://www.etenders.gov.in>) with complete specifications and literature within the stipulated time.

S.No.	Description	Qty
1	General check-up of functioning of EHD, rendering preventive maintenance and performing system internal calibrations for automated thin film measurements system EHDE267	01

Last Date for submission : 03/12/2024 up to 3.00 P.M (IST)
Date of Opening : 04/12/2024 at 3.00 P.M (IST)

For & on behalf of CSIR

Stores & Purchase Officer

TERMS & CONDITIONS

Note: In case of the quotation in foreign currency, please quote prices as per the following -

- A. Incoterm : CIP New Delhi . (DDP, IIP Incoterm will be preferable). Please make clear the incoterm in your quote.
- B. The currency of the quotation may be clearly mentioned.
- C. Warranty (if any) may be clearly mentioned in the quotation.
- D. The payment will be made 100% by wire transfer after receipt of the materials in good condition. Please attach your verified bank details for forex payment.

Terms & Conditions for RFQ:

1. **Price:** The prices quoted should be on **FOR-CSIR IIP Dehradun 248005, India** basis including packing, forwarding and the insurance etc. (In case of Indian Rupee quotes)
2. Bidders must mention in their quote the full amount of GST/other tax. If tax is not shown extra with %age in the quotation, then it will be assumed that the quoted price included all types of taxes involved therein. The financial comparison of such bids will be done treating the bid price as tax inclusive etc. This institute will not issue any GST concessional form etc.
3. **Delivery Period :** The delivery period must be clearly indicated in the quotation and strictly adhered to.
4. **The validity of quotation should be minimum for 90 days.**
5. The quotation should be submitted as per the instructions of the respective procurement portal i.e. CPP Portal or GeM portal on which the tender is published. The detailed quotation (showing all breakup etc) in PDF format must also be submitted on the CPP/GEM portal (wherever the option is available to upload such file). In case of any difference in the BoQ and PDF prices then the BoQ prices will be treated as final for financial evaluation as the portal compares based on the BoQ prices. (except forex quote)
6. **Warranty:** Supplier shall give a Warranty Certificate for a period of **twelve months** to the effect that the material supplied to the Purchaser shall be free from all defects and faults in materials, workmanship and manufacture; shall be of the highest made and consistent with the established and generally accepted standards; shall be in conformity with the specifications and be if operable, operate properly. The supplier free of cost shall replace any materials found not according to the specifications of Purchase Order or found defective/non-working during warranty period. The down time of the equipment should not be more than 1 week at a time and the total uptime per year should be at least >90% during the warranty period (**Note: if warranty exclusively specified in the attached specification sheet then the warranty mentioned in the specification will have to be quoted by the bidder else their bid will be rejected**).
7. **AMC:** In case of the equipment, the bidder should separately quote the CAMC/AMC for additional **24 months period (year wise)**. (if AMC exclusively specified in the attached specification sheet then the AMC mentioned in the specification will have to be quoted by the bidder). **This AMC will not be a part of financial evaluation unless exclusively specified in specifications or terms and conditions.**
8. **Payments:** The payment terms will be 100% payment on bill basis by NEFT/RTGS (Vendor may attach their complete bank details duly certified by their banker with their bill). (except forex quote)
9. **No advance payment will be made.** Govt of India Rules related to advance payments wherever applicable will be applicable.
10. **Training/Installation charges:** Supplier or their representative shall be responsible for installation/demonstration/training, (wherever applicable) and should have technical expertise and trained personnel to render “After Sales Services” during the warranty period in India. If the offer involves any training and/or installation charges, the same should be clearly mentioned, including the period and scope of training. The Installation, demonstration, commissioning of the sold equipment should be completed by the Supplier / their authorized representative immediately after the arrival of the equipment/item at CSIR-IIP, Lucknow but not later than 2 weeks. In case of late installation, demonstration, commissioning of the supplied equipment by the supplier and or their authorized representative, **CSIR-IIP reserve the right to levy penalty of 0.5 % of Purchase Order Value (subject to a maximum of 10%) per week of the delayed period.**
11. Tenderer should clearly define the infrastructure facilities required for installation and commissioning of the Equipment. Tenderers should provide after sales services and spares / consumable / software for a period of at least 10 years from the date of satisfactory installation as and when required by CSIR IIP.

12. **Manuals & Calibration Certificate:** Calibration traceability certificate for the equipment should be furnished and charges if any, should be indicated separately in the quotation. Full Technical specifications/literature brochure and instruction manuals for operation and maintenance of the equipment, should be provided.
13. **Make/Brand** and the name of the manufacturer with address, should be clearly mentioned.
14. If the bidder has quoted the "Nil" charges/considerations, then the bid shall be treated as unresponsive and will not be considered.
15. Criteria for determining responsiveness of the bids that will be considered for evaluation of bid(s) as:
 - 15.1. Technical Specifications conformity w.r.t. tender specifications.
 - 15.2. Price.
 - 15.3. Delivery Period
 - 15.4. Terms and conditions acceptance
 - 15.5. Payment term as per CSIR IIP
 - 15.6. Cost of operating, maintenance and repair etc.
 - 15.7. Performance/efficiency/environmental characteristics.
 - 15.8. The terms of payment and guarantees in respect of the subject matter of procurement.
16. Generally we discourage the negotiation after opening of bids. However there may be exceptional circumstances wherein lowest evaluated responsive bidder may be called for negotiation.
17. Rejection of bid may be there on the ground of (a) Effective competition is lacking (b) all bids and proposals are not substantially responsive to the requirement of the tender document/RFQ (c) the bid/proposal prices are substantially higher than the estimated indented price or available budget or (d) none of the technical proposals/bids meets the minimum technical requirements of the tender specifications. (e) other reason as per the discretion of the Director, CSIR IIP Dehradun.
18. The submission of quotation shall be deemed to be an admission on the part of the tenderer, and he had fully acquainted with the specifications, drawings etc. and no claim other than what stated in the quotation shall be paid in the event of award of Purchase Order.
19. Incomplete quotations which do not fulfill above mentioned requirements and not conforming to the specifications terms and conditions are liable for rejection at the discretion of the Director, CSIR-IIP, Dehradun.
20. Expenditure involved towards any extra materials required or labour involved for successful installation of the equipment, if not quoted for, would have to be borne by the bidder/contractor. CSIR-IIP will nowhere be responsible for any such type of charges.
21. Equipment's point-by-point comparison/ compliance statement with technical specifications indicated in the quotation, should be enclosed along with your quotation as well as any other extra features of the equipment be shown separately therein.
22. Quotations from Manufacturers/Suppliers/Tenderers, whose performance was not satisfactory in respect of quality of supplies and delivery schedules in any Govt. or Govt. funded organizations, will be liable for rejection at the discretion of the Director, CSIR IIP Dehradun.
23. The quotations that do not comply with the above criteria and other terms & conditions will be liable for rejection.
24. Bidder/Tenderer must enclose with their tender the list of customer(s)/organizations/CSIR Laboratories, where they have installed/sold the equipment/item which has been quoted by them to CSIR-IIP. The purchase order and/or user satisfaction certificate (wherever possible) may be attached with the quotation.
25. The tender should be type written without any cutting, additions, overwriting thereon.
26. The tenderer must mention the approx. packing dimensions, weight etc of the item quoted by them.
27. The decision regarding acceptance or rejection of the quotation(s) will rest with the Director, CSIR IIP Dehradun, who does not bind himself to accept the lowest quotation and reserve the right to himself, to accept/reject fully or partly any or all the quotations received without assigning any reason(s) thereof.
28. The Bidder with their bid, must attach an authorization letter from the principal Company/Original Equipment Manufacturer (OEM) failing which the Director, CSIR IIP reserves the right to reject their bid.
29. The OEM authorization certificate must be attached with the quotation. For specialized R&D equipment tender specific OEM authorization must be submitted.
30. The Government of India provisions regarding make in India, MSME/MSE/Preferred policy etc. will be applicable in this tender. Bidder may take a note of this and submit tender accordingly, Bidder may kindly clearly highlight in their bid if he is claiming any benefit/relaxation on account of any of these provisions. If not highlighted by the bidder in their bid, then CSIR IIP will not be liable to provide benefit of any such Govt policies in case the tender has been technical evaluation is over, finalized and the contract has been awarded.

31. The provisions of notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 (and any amendment thereon if any) of Department for Promotion of Industry and Internal Trade (PSE), Ministry of Commerce and Industry, Government of India will be applicable in this procurement. Bidders are requested to kindly check the provisions of the above notifications or other related notifications, before submitting bid. Please explore this hyperlink to visit related notification <https://www.csir.res.in/stores-purchase-universe> for bidders's information and necessary action.
32. The bidders have to disclose in their bid, their category of supplier i.e. Class-I Local Supplier or Class-II Local Supplier or non-Local supplier w.r.t. notification as mentioned above. The bidder should also provide local content declaration in the format as available at the institute website <https://www.iip.res.in/wp-content/uploads/2023/10/format-letter-for-local-content-declaration-IIP.pdf>. (in case of bid cost is > Rs. 5 lakh) of the item they are going to bid.
33. The margin of purchase preference will be as per Govt of India applicable rules. If the bid price is more than Rs. 10 crore then the class-I/Class-II shall submit a certificate from statutory auditor or cost auditor of the company or firm giving %age of local content.
34. False declaration about local content etc will be breach of code of integrity as per GFR Rule 175(1)(i)(h).
35. The bidders who are traders will not be given any benefit of MSME/NSIC or other such certificate for the purpose of EMD or PBG or bank guarantee etc relaxations.
36. Tender are invited and accepted through online mode by GEM/CPP (at which the tender is published) portal only. E-mail or fax bids will not be accepted unless specifically asked by the CSIR IIP in case of single tender/nomination basis cases (where the bidder is not registered in CPP/GeM portal).
37. Bid Security declaration as per Rule 170 of GFR 2017 will be acceptable.
38. Unsigned quotations will summarily be rejected.
39. The provisions of the code of Integrity as per rule 175(1) of GFR 2017 will be applicable in this procurement.
40. No claim of any type of payment claimed after 3 years will be entertained by the CSIR-IIP Dehradun being time barred claim.
41. Other terms and conditions of RFQ will be as mentioned at this url : <https://www.iip.res.in/wp-content/uploads/2023/09/CSIR-IIP-RFQ-General-TC-Copy.pdf>
42. Jurisdiction: The contract shall be governed by the Laws of India for the time being in force. The Courts of Dehradun, Uttarakhand only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Contract/Work Order.
43. Arbitration: In the event of any dispute or difference arising out or of in connection with any of the terms and conditions of the order/ Contract, the matter shall be referred to the Director, CSIR IIP for settlement. In case the parties to the work order are not in position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed by DG, CSIR, New Delhi in accordance with the Arbitration and Reconciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015 as amended time to time.
44. Force Majeure: During the period of Force Majeure, supply or installation or Maintenance servicing of equipment may be delayed and can be taken after conditions normalize if required. CSIR IIP is not liable to pay for Force Majeure duration if supply/installation/service is not rendered by successful bidder, Payment for force Majeure duration will be subjected to terms and conditions decided by CSIR IIP authorities.
45. **The contractor must provide a price reasonability certificate that the prices offered under this bid/contract are not higher than for the same/similar services/contracts as has been provided to any of the CSIR Laboratory/Institute or any Govt. or Govt. funded Institute/Organization in last 1 year.**
46. Third Party Liability: It will be the entire responsibility of the contractor to insure his employees against all risks. It will be the liability of the contractor to meet claims over the lives of any of his worker (working under contract) including himself who insures/dies due to accident caused while on duty at CSIR IIP site or while not on duty but came to meet the employees of contractor/supervisor/any person of contractor.
47. Safety Requirement: There may be instances where the work is to be executed in a restricted area; the contractor shall strictly observe all safety, security and labour regulations prevailing on the campus. The contractor shall be responsible for the proper behavior of the staff deployed by him and for any breach of security regulations, thefts, sabotage etc. The Contractor shall withdraw any person so desired by institute, if in the opinion of the representative of CSIR IIP it is not desirable to permit that person to work inside the campus.
48. The Quotation and any order resulting from this enquiry shall be governed by our Conditions of Contract/Work Order and vendor quoting this enquiry shall be deemed to have read and understood the same. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by CSIR IIP unless our specific written acceptance thereof is obtained.

49. The Contractor/Supplier/Service Provider shall at all the times indemnify the purchase against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.
50. Any bidder having debarment in force as on the date of tender due date, from any of the CSIR Laboratory/Institute or any Govt of India or Govt. funded organization/institutes/organization etc will not be considered and rejected accordingly. The bidder should disclose this at the time of bidding.

For and on behalf of CSIR

(Dinesh Kumar)
Stores & Purchase Officer