



सूक्ष्मजीव प्रौद्योगिकी संस्थान
सेक्टर 39-ए, चण्डीगढ़, 160 036 (भारत)
INSTITUTE OF MICROBIAL TECHNOLOGY
(A CONSTITUENT ESTABLISHMENT OF CSIR)
Sector 39-A, Chandigarh-160 036 (INDIA)

No: PUR/2015-16/IND37161/KK

Date: 11/09/2015

To

Sub : Request for Pro-forma Invoice

Dear Sir

This Research Institute is interested in purchasing of the items mentioned below. You are therefore requested to forward a pro-forma invoice along with your terms & conditions of supply & payment. Please provide a copy of the technical literature and the specifications of these items in a sealed envelope.

Please read carefully the terms and conditions mentioned overleaf and submit your pro-forma invoice/quotation accordingly.

SNo.	Name of Item	Catalog No	Qty
1	Freeze-drying (Lyophilizer) systems, Specifications attached		3

Important

- Quotation must be under two bid system i.e. 1. Technical Bid and 2. Price Bid in separate sealed envelopes.
- Please mention our reference number on the envelop and address all correspondence to Director IMT Chandigarh only.
- Please quote strictly as per our specifications.
- Please attach compliance sheet and all other technical specification supporting documents
- Quotation received after due date will not be considered under any circumstances.
- Please note that your Quotation should reach us latest by 24/09/2015 till 5.30pm and will be opened on 28/09/2015 at 11.30am in Purchase Section.
- Your Quotation must be duly stamped and reach directly to IMT from you only. If quotation is submitted by Indian representative/agent then they must have to produce a authority certificate of principal party for quoting the price Other wise it will be very difficult at our end to consider your quotation.
- EMD Rs.320000/--must be deposited along with quotation in the shape of DD/Bank Guarantee/FDR/Bankers Cheque in favour of Director, IMTECH, Chandigarh valid for 45 days beyond the validity of quote.
- कृपया लिफाफे के रूप में हमारी संदर्भ संख्या अवश्य लिखें तथा सभी पत्राचार केवल निदेशक, इमटैक के नाम से करें ।
- कृपया केवल हमारे विनिर्देशों के अनुरूप ही दरें प्रस्तुत करें ।
- कृपया अनुपालन शीट लगाएँ ।
- विहित विधि के बाद प्राप्त इन्वायस प्रपत्र किसी भी परिस्थिति में स्वीकार नहीं किए जाएँगे ।
- कृपया नोट करें कि आपकी कोटेशन दिनांक तक अवश्य पहुँच जाए तथा दिनांक को खोली

जाएंगी ।

- आपका कोटेशन पूरी तरह मोहरबंद होनी चाहिए तथा आपकी ओर से आईएमटी में सीधे प्राप्त होना चाहिए । यदि कोटेशन भारतीय प्रतिनिधि/एजेंट द्वारा प्राप्त होता है तो उसे दर्द प्रस्तुत करने के लिए पार्टी की ओर एक प्राधिकार प्रमाण पत्र प्रस्तुत करना होगा अन्यथा आपकी कोटेशन पर विचार नहीं किया जा सकेगा ।
- एक लाख रुपए से अधिक मूल्य के सामान पर 10% बैंक गारंटी आवश्यक होगी ।
- _____ रुपए की इएमडी कोटेशन के साथ जमा की जाए ।

TERMS & CONDITIONS

Commercial

- Cost : Mention the price of the material in the Ex-Works, FOB/FCA and CIF/CIP clearing mentioning separate prices. Please note that being a Govt. Organization we cannot make Advance Payment.
- Cost of Packing, Forwarding, Freight, Transportation, Insurance charge may please be mentioned invariably, failing which offer is liable to be rejected.
- Agency Commission : Mention the percentage of Indian Agency Commission payable to commission Indian Agent in INR and also mention the name of your authorized Indian Agent/Representative, Pro-forma invoice without mentioning Indian Agency Commission will not be considered at our end.
- Validity : The validity of your pro forma invoice should be less than 180 days from the date of opening.
- Warranty : Mention the warranty period of equipment after satisfactory installation. 10% Bank Guarantee is to be submitted by you/your Agent for the Equipments costing Rs.25 Lac & above
- Taxes For Indigenous products, please quote Sales Tax/VAT/Service Tax/Freight/Other levies etc., if any, clearly in your quotation.

General Condition

- Zerox copies of latest price list applicable list may be enclosed applicable in Indian Market.
 - Ensure that quoted price will not be higher to any other customers in India to whom this particular item have been sold particularly to govt. of India Organization.
 - Send a certificate that the equipment is of latest technology & will not be obsolete within 5 years.
 - Ensure that all essential spares parts of this equipment will available in India with your Indian Agent as and when required.
 - Provide the list of the users in India of the same equipment along with their contact / email address.
 - Enclose a copy of agreement with your authorized Indian Agent.
-
- FAX : 0091-172-2636683, 2690632 email : purchase@imtech.res.in
 - TEL : 0091-0172-6665363 website : www.imtech.res.in

Yours faithfully,

Stores & Purchase Officer

No.2015-16/IND37161

Specifications for Freeze-drying (Lyophilizer) systems

Lyophilization system constituting two separate, independently and simultaneously operable units, out of these two units one will be dedicated for primary drying and the other for secondary drying and sealing. Required specification of individual units are as follows :

S.No.	Primary Drying unit (Floor model only)
1.	Condenser capacity 20 litres or more
2.	Ice removal capacity of the condenser 10 kg\L or more in 24 hours
3.	Lowest condenser temperature -80°C or better.
4.	Primary drying chamber : with single shelf of following dimensions: (WxDxH) 8 Inches or more, 12 inches or more and 10 inches or more The chamber must be made up of high quality stainless steel SS 316L.
5.	Shelf temperature range should be -50°C to +60°C or better.
6.	The ice condenser must be made up of high quality stainless steel SS 316L.
7.	Should have HCFC/CFC-free refrigeration system.
8.	Hot gas defrost of collector chamber.
9.	Vacuum Pump: Chemical/solvent resistant hybrid vacuum pump with suction rate of 90 L.P.M. or more with vacuum break solenoid during power failure.
10.	Controller: Microprocessor or PLC based automatic controller with minimum 10 programs. Display of operating parameters facility for recording and exporting data.
11.	The system should have provision to notify: <ul style="list-style-type: none">• Power failure• Rise in collector chamber temperature
12.	IQ/OQ documentation of the system be provided
13.	Should fulfill Guidelines of European or U.S. standards.
14.	All part of the freeze-dryer should be from OEM
15.	Power requirements : 220/230 volts/ 50 Hz or 3 x 400v/50Hz

S.No.	Secondary Drying Unit (Floor model only)
1.	A single Freeze Dryer for Secondary drying and sealing of samples in 7 mm diameter glass ampoules to be provided.
2.	For secondary drying and sealing the unit should have side or "T" manifold to accommodate 80 or more ampoules simultaneously. Each ampoule port should have individual vacuum control valve and inter-distance between the ports should be 1.5 inch or more. A suitable drawing of the manifold along with dimensions must be provided with the quote.
3.	Condenser capacity 20 L or more
4.	Ice removal capacity of the condenser 08 kg\L or more in 24 hours
5.	Lowest condenser temperature -50°C or better.
6.	Ice condenser must be made up of high quality stainless steel SS316L
7.	Should have HCFC/CFC-free
8.	Hot gas defrosts of collector chamber.
9.	Vacuum Pump: Rotary vane vacuum pump with suction rate 90 L.P.M. or more with vacuum break solenoid during power failure.
10.	Controller: microprocessor based, or PLC based automatic controller with display of operating parameters Facility for recording and exporting data.
11.	The system should have provision to notify : • Power failure • Rise in collector chamber temperature
12.	IQ/OQ documentation of the system be provided
13.	Should fulfill Guidelines of European or U.S. standards.
14.	All part of the freeze-dryer should be from OEM
15.	Power requirements : 220/230 volts/ 50 Hz or 3 x 400v/50Hz

Additional Compliance:

The quote must comply the following:

- Only Original Equipment Manufacturer (OEM) or authorized dealer of OEM having base in India (for last 5 years) to provide good service and maintenance support need to quote.
- In case of Indian dealer of OEM (original equipment manufacturer), the company should be of repute in India for at least 5 years with very good service network and record.
- List of at least 20 users in other organizations and CSIR institutes.
- A certificate to the effect that the equipment is based on latest technology and they will provide service support for at least five years from date of installation is a must.
- The main quote must include all costs of testing and equipment validation, Commissioning,

Installation and training (including consumables and piping etc., if any).

- A set of operation and maintenance manuals (English language) complete with parts list and assembly drawings is to be provided.
- A set of consumables to be supplied along with the main equipment.
- A compliance certificate of specification quoted vis-à-vis tender specification and supported by authentic literature from OEM to be provided.
- The suppliers must provide the 36 months comprehensive warranty from the date of installation.
- AMC charges after completion of warranty period till the end of 5 years should be included as optional item.

Should be supplied with 20 Litre of vacuum pump Oil.

Optionals to be quoted separately :

The supplier should provide additional quote for:

- i) Spark (vacuum) tester
- ii) Extra Ampoule adapters
- iii) Sealing torch
- iv) **Ampoule constrictor from FGT, Germany (<http://fgt.de/konstriktor/index.htm>)
from any other reputed vendor with following specifications**

- System should be fully/Semi- Automatic ampoule constricting system and it should be highly accurate, economical, and fast.
- System should have the provision to hold ampoule with the following dimensions:
- Outside diameter: 07mm and 15 mm, Length: 128 - 136 mm, Wall thickness: 1 mm
- Constrictor should be able to make constriction to a diameter of 0.4-0.5 mm by a lever mechanism and 20-25 mm capillary length.
- System should have provision to run with different combination of gases:
- Natural gas (LPG) & Air or Oxygen, Propane gas
- Power supply available : Single phase : 220 V/50 Hz

INSTITUTE OF MICROBIAL TECHNOLOGY

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Fax No.91-172-2636683

Email: purchase@imtech.res.in

Website: <http://www.imtech.res.in>

(TERMS & CONDITIONS INCLUDING INSTRUCTION TO BIDDERS AND CONDITIONS OF CONTRACT)

1. **GENERAL:** Quotations in closed cover are invited on behalf of the Director, INSTITUTE OF MICROBIAL TECHNOLOGY, Chandigarh from the reputed Indian and foreign manufacturer. **The offer/ quotation must be strictly as per required specifications and the tender terms & conditions.**
2. **PREPARATION AND SUBMISSION OF OFFERS:**
 - a. Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer. In case of bid by authorized dealer/distributor, the manufacturer authorization should be attached with the technical bid as per **Annexure-‘G’**.
 - b. In case a bidder is not doing business within India, it shall furnish the 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 or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
 - c. The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
 - d. The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
 - e. Before the deadline for submission of the bid, IMTECH reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/ email and will also be hosted on IMTECH website.
 - f. Conditional tenders will be summarily rejected.
 - g. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.
 - h. 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 on the Bid Form or any extension thereof.
 - i. First envelope marked “WITHDRAWAL” shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.
 - j. The quotation should be addressed to the Director, INSTITUTE OF MICROBIAL TECHNOLOGY, Chandigarh and sent to the Stores & Purchase Officer.
 - k. Each offer/quotation should be kept in separate envelope against each item of the tender notice.
 - l. For items covered under Two-Bid -Tender System, quotation/offer should be submitted in two separate envelopes containing Techno-Commercial bid and Price bid and these put in one envelope.

m. The outer cover containing the offer/quote should be super-scribed with our Tender No. (Not global/open Tender Notice No), Due date and Date of opening of tender.

n. The offers must contain the following documents :-

(A) Techno-commercial offers must contain:

- i.** Manufacturer authorization (as per clause 2(a)) as per **Annexure –‘G’**.
- ii.** Certificate by bidder not doing business in India as per clause 2(b).
- iii.** Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- iv.** Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’**
- v.** Compliance statement of specifications as per **Annexure- ‘B’**
- vi.** Bid Security/EMD (as per clause -4) as per **Annexure- ‘C’**
- vii.** In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC as per clause (4(a)).
- viii.** Integrity Pact- Only in case of bids of more than Rs. 3.00 Crore (as per **Annexure- ‘D’**)
- ix.** Copies of previous supply orders (as per clause 10(c) and clause 25) as per **Annexure – ‘H’**.
- x.** Details of supplies of similar equipments as per clause 10(d).

(B) Price Bid offers must contain: (Only in case of two bid system)

- i.** Bid price as per clause 5 in format enclosed as **Annexure- ‘E’** or **Annexure- ‘F’** as applicable.
- ii.** Certificate of price reasonability as per clause 10(b).

3. DUE & OPENING DATES: The Offer/Quotations must reach at IMTECH as mentioned above on page No.1 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. No request for extension in the date of submission & opening of tender will be entertained. However IMTECH, may at its discretion, extend the deadline for submission of bids under intimation to bidders.

4. EARNEST MONEY DEPOSIT (EMD):

- a.** EMD in the form of Bank guarantee (**As per format enclosed as ANNEXURE- ‘C’**) or Term Deposit Receipt/FDR or Bank Draft of a scheduled bank pledged in the name of Director, INSTITUTE OF MICROBIAL TECHNOLOGY, Chandigarh **valid for 180 days** from the date of opening of the tender for the required amount as mentioned in the tender notice separate for each item must be submitted along with the quotation (with the techno-commercial quotation in case of two-bid system and photocopy of the same enclosed with the price bid **and for foreign manufacturers they should furnish the EMD in foreign currency equivalent to Indian rupees**, otherwise quotation may not be considered. The firm registered with DGS&D/NSIC as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item. The party must therefore, submit a pre-receipted Bill in triplicate along with the quotation (in case of EMD sent in form of Bank Draft) to enable us to refund their EMD.
- b.** The bid security /EMD may be forfeited if a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity.

5. PRICES

Bid prices should be filled in the appropriate format enclosed **as Annexure ‘E’ and ‘F’**.

A. For goods manufactured with India:

- (i) The price of goods quoted Ex-Works including taxes already paid.
- (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
 - (a) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
 - (b) The installation, commissioning and training charges including any incidental services, if any.

B. For goods manufactured abroad:

- (i) The price of the goods, quoted on FCA(including inland freight) (Named place of delivery abroad) or FOB (Named port of shipment), as specified in the schedule form.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission charges, if any.
- (iv) The installation, commissioning and training charges including any incidental services, if any.

C. 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. No other charges than those mentioned clearly in the quotation will be paid.**

D. 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.

6. VALIDITY OF OFFER :

The prices must be valid at least for a period of **90 days for indigenous supplies & 180 days for imports** 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.

7. EVALUATION OF BIDS: Before submission of bid, the bidder is expected to examine all the instructions, forms, terms and specifications in the bidding document and should ensure that the following conditions are fulfilled:

- a. Bidder Information form as per **Annexure-'I'**.
- b. The price schedule should be enclosed and must be signed.
- c. The bid validity should not be shorter than required.
- d. The manufacturer's authorization should be enclosed in case the bidder is authorized dealer/distributor.
- e. The bidders should agree to provide the Performance Security.
- f. The quoted goods should be as per required specifications.
- g. In case the bid is substantially responsive, the purchaser may request that bidder may submit the necessary information, documentations, within a reasonable period of time, to rectify, non-material, non-conformities or omission in the bid related to documentation requirements. Failure of the bidders to comply with the request may result in the rejection of its bids. But in case of the material deviation/reservation or omission which limits or is inconsistent with the bidding documents and the Purchaser's Rights or Bidders obligation under the contract or which if rectified, would unfairly affect the other bidders, the bid will be rejected.
- h. The Purchaser shall correct arithmetical errors on the following basis:
 - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
 - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
 - i. Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.
 - j. The bids shall be evaluated on the basis of final landing cost as per **Annexure –‘E’** in case of import and **Annexure –‘F’** in case of indigenous items.
 - k. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under :
 - (a) Towards customs duty and other statutory levies-as per applicable rates.
 - (b) Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.
 - l. Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.
 - m. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.
- 8. 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.
- 9. **INTEGRITY PACT:** In case of purchases valuing more than Rs. 3 crore, it is mandatory for the supplier(s) to enter into an Integrity Pact with IMTECH as per the proforma enclosed as **Annexure –‘D’**, failing which their bid will not be considered.
- 10. **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 IMTECH 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 three supply orders of the last 3 years** received from other customers along with details of such supply orders 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. (As per **Annexure –‘H’**).
 - 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.
- 11. **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.
- 12. **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 tenderers for discussion. If necessary, the committee may modify the technical specification to suit the IMTECH requirement. In such case the opportunity shall be given to the participating bidders for submitting the revised bid as per modified specifications, if any.**

13. COMPLIANCE STATEMENTS:

- a. Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE –‘B’.** 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 at Annexure –‘A’,** 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.**

14. 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.

15. PERFORMANCE SECURITY: All the successful bidders will have to submit the Performance Bank Guarantee or establish a Standby Letter of Credit (SLOC) or a Bankers cheque / or FDR pledged in favour of DIRECTOR, IMTECH for required amount as per payment terms mentioned at clause 16 below except where supplier opts for release of amount equivalent to PBG after expiry of warranty period. The PBG format shall be provided to the successful bidder later on along with the purchase order.

16. PAYMENT CONDITION:

A. FOR INDIGENEOUS SUPPLIES:

Payment on Bill Basis after supply: For local supplies the payment will be made only after satisfactory installation, commissioning and performance of the equipment at INSTITUTE OF MICROBIAL TECHNOLOGY, Chandigarh and after certification by our technical expert/scientist. However, supplier will be required either to submit performance bank guarantee for 10% amount of the total value of equipment, after installation of the material, valid up to 60 days after the expiry of warranty period or the equivalent amount shall be released after expiry of the satisfactory warranty period.

B. FOR IMPORTS:

The payment against imports shall be made through irrevocable L/C. L/C will be opened for 100% FOB value. subject to submission of PBG of equivalent amount to cover the warranty period + 60 days. The PBG should remain valid up to 60 days after the expiry of warranty period.

17. 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 MICROBIAL TECHNOLOGY, Chandigarh. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

18. NO ADVANCE PAYMENT: No advance payment will be made to any supplier.

19. INSTALLATION: The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately but in any case within one month 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.

- 20. GUARANTEE/WARRANTEE:** The equipment/instrument must be guaranteed/warranted 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 guaranteed for a period of more than one year, it may be specifically mentioned in the quotation.
- 21. SPARE PARTS:** Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least seven years from the date of supply.
- 22. 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.
- 23. 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/instit. to ascertain the date of arrival of consignment.
- 24. 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, Chandigarh 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.
- 25. 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.**
- 26. 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 of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value.**
 - 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 MICROBIAL TECHNOLOGY, Chandigarh 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.**
- 27. 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.
- 28. NON-SUBMISSION OF TENDER:** In case you are unable to submit your quotation against our tender enquiry we would appreciate and expect a note of regret from your side giving in brief, reasons for not quoting.
- 29. DELETION OF NAME :** Names of bidders, backing-out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by them, if any.
- 30. 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.
- 31. ACCEPTANCE OR REJECTION OF OFFER:** The Director, INSTITUTE OF MICROBIAL TECHNOLOGY, Chandigarh reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue.
- 32. 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.
- 33. INTERIM ENQUIRIES:** No interim inquiries will be attended.
- 34. FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, it's 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.
- 35. 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. However, in case of

importers, the provisions related to Arbitration as per the United Nations Commission on International Trade Laws (UNCTRAL) will be applicable and binding on both the parties. The venue of arbitration in both the above cases will be New Delhi (INDIA).

(Stores & Purchase Officer)

Encl:

1. Format for Compliance of Terms & Conditions.
2. Set of Specifications