

**Subject: Supply of Optical Emission Spectrometer (OES)**

Dear Sirs,

Technical & Financial Bids are invited for the supply of **One No, Optical Emission Spectrometer (OES)**, in **separate SEALED** covers, which should reach the undersigned latest by **1500 h, on 05 August 2013** at the following address.

Scientist- F & Head (Planning & Purchase)  
BUREAU OF INDIAN STANDARDS  
Central Laboratory  
Plot No.20/9, Site-IV,  
Sahibabad Industrial Area, Sahibabad,  
Distt. Ghaziabad-201010 (U.P.), INDIA

(or)

The sealed Bids can also be dropped in the Tender Box placed at the main gate of BIS Central laboratory.

2. The detailed specifications of the above mentioned equipment(s)/item(s) are given in **Annex- I**
3. Terms and conditions of supply are given in **Annex-II**
4. The technical Bids shall be opened in the Central Lab, at the address mentioned above at **1530 h on 05 August 2013** and in the presence of such tenderers or their duly authorized representatives, who may like to attend.
5. Please note that the envelopes containing Technical & Financials Bids are sealed properly i.e. either wax sealed or with adhesive cello tape on both ends. **Unsigned Bids, Unsealed /stapled envelopes** and bids **without EMD/Bid fee** shall be summarily rejected. No exemption whatsoever for payment of EMD shall be accorded.
6. The specification and Terms & Conditions can also be downloaded from Central Public Procurement portal **www.eprocure.gov.in** and also from BIS Website – **www.bis.org.in** . Each bid should enclose a non-refundable bid fee Rs 500/- (Rupees Five Hundred only) in the form of demand draft drawn in favour of BUREAU OF INDIAN STANDARDS payable at Ghaziabad. The tender document can also be obtained from our office by paying tender fee in form of cash/demand draft.

Thanking you,

Encls: **as above**

Yours faithfully,

(U.K .Kher)

**Scientist-F & Head (Planning & Purchase)**

**Ph no: 01204177-109 Fax: 0120-2770416**

**Email: [clpp@bis.org.in](mailto:clpp@bis.org.in)**

## ANNEX-I

### TECHNICAL SPECIFICATIONS FOR OPTICAL EMISSION SPECTROMETER (OES)

S. No.	Features	Requirements	Response of bidders Indicate only Yes/No
1.	Design	<ul style="list-style-type: none"><li>i) The model shall be compact and with inbuilt spark stand.</li><li>ii) Instrument shall be suitable for testing of Ferrous, aluminum, copper, Zinc and Tin base alloys.</li><li>iii) It shall be based on Spark technique.</li></ul>	
2.	Spark stand	<ul style="list-style-type: none"><li>i) Spark stand design shall be in a way that samples of all geometries and sizes (Dia 1 mm to 10 mm or more) can be placed for testing.</li><li>ii) Easily exchangeable spark stand plate – rapid sample change facility</li></ul>	
3.	Grinder/Polisher	<ul style="list-style-type: none"><li>i) High speed disc grinder unit to polish the samples with 2800 rpm minimum</li></ul>	
4.	Configuration	An instrument shall be fully automated, PC controlled, multifunctional, direct reading optical emission spectrometer based on latest advances in spectroscopy and CCD based technology for instant and direct metallurgical analysis of metal and alloy samples in <b>solid form</b> .	
5.	Optical system	<ul style="list-style-type: none"><li>i) Shall have multiple optical systems with High Dispersion</li><li>ii) Optical System shall have best possible Spectral and Pixel Resolutions (quantitative values to be mentioned)</li></ul>	
6.	Detectors	<ul style="list-style-type: none"><li>i) Instrument shall have high resolution CCD multi detectors or combination of CCD &amp; PMT detectors.</li><li>ii) Minimum 12 or more CCD detector required to cover entire working spectrum.</li><li>iii) CCD detector shall have least 2000 pixels per CCD.</li><li>iv) Detectors to cover complete range of UV and Visible spectrum.</li></ul>	
7.	Focal length	300 mm or more	
8.	Gratings	High resolution grating of 2000 gr/mm or better	
9.	PC	<ul style="list-style-type: none"><li>i) Latest branded PC having minimum 4 GB DDR RAM, 160 GB HDD or better,</li><li>ii) Installed with original licensed Window 7 operating system, provided with Compatible cables and ports so as to establish instrument to</li></ul>	

		iii) PC and Printer connectivity USB – drive for Transfer of analysis results <b>Or</b> Latest available configuration	
10.	Monitor	Flat panel LED/LCD, Minimum 22” display screen	
11.	Printer	Latest branded laser jet, A4 size color prints	
12.	Software	i) Supplier shall provide the original analytical software and also a back up copy ii) Required a User-friendly Software iii) Preloaded Antivirus with latest version along with Licensed CD	
13.	Operating Temperature range	i) Instrument to work between 10° to 30°C ii) It is to have used inbuilt Thermal Control body using temperature regulations iii) Drift free and stabilized against fluctuations in temperature iv) It is to be Shock mounted so that vibrations do not affect system performance	
14.	Argon Consumption	It shall be minimum and supplier shall provide consumption details	
15.	Power consumption	It is to be minimum and supplier must mention the power rating of the equipment	
16.	Calibration and Blank setting	i) Calibration process shall be simple and fast ii) Automatic diagnosis system to locate the faults & errors	
17.	Data result	i) It shall be possible to obtain test results directly and printed in % by mass and or PPM form ii) Storage of complete spectrum of elements for future reference	
18.	Additional Items	i) Operation and maintenance manual to be provided in hard and soft copy form with the unit ii) Application notes (CD-ROM) for elemental analysis in ferrous, copper, Aluminium, zinc alloys. iii) 5 nos of Standard samples for the respective matrix shall be quoted. iv) Service manual with set of required tools for each system /unit. v) Spare parts catalogue one set vi) Trouble shooting charts of all sub-units vii) Dust cover for all sub-units viii) Operation kit comprising all required items, pump, tubing , transfer tubing, work coils etc. for startup/ regular operation of instrument ix) Consumables for three years operation of system for main OES unit are required x) All the operation and maintenance and manuals ,	

		<p>circuit diagrams, application notes and application software to be supplied in English and/or Hindi language</p>	
19.	Safety	<p>i) The design of equipment shall ensure safety of operators and equipment at all times.</p> <p>ii) A master switch board shall be provided on the machine to stop the operation during an event of emergency.</p> <p>iii) Exhaust filters system for flushing out of argon gas.</p>	

Notes:

1. Warranty for at least two years from the date of satisfactory installation shall be provided by the manufacturer. Any spares needed during this period shall be provided by the supplier free of cost. Further the manufacturer/supplier shall be able to provide after sales services or AMC at the location where instrument has been installed.
2. Necessary Reference material/CRMs for the range specified in the application of the instrument shall be provided.
3. The requirements of any other accessories like Voltage stabilizer, UPS, Gas cylinders, compressor etc. required for the smooth operation of the instrument are also to be quoted in detail in the bid document.
4. The suppliers qualifying in the technical bids will have to arrange for the demonstration of the instrument model being quoted for BIS in and around Delhi. Financial bids will be opened only after the performance is found satisfactory for the intended use.
5. The supplier shall enclose at least three Performance certificates from organizations of national repute along with the address and contact number of responsible persons who have been using the instrument for a period of minimum three years.
6. The instrument supplier has to demonstrate the performance of the instrument using various CRMs to the satisfaction of BIS. The supplier shall provide the training to 2-3 persons at the site for the operation and general routine maintenance after installation.
7. Original catalogues with relevant features shall be supplied along with the bids.
8. Successful bidder will have to inform the Bureau regarding Civil work/any other arrangement required to be made for installation and complete working of OES sufficiently in advance before supplying the equipment. The same may be determined by prior visit to the premises where OES has to be supplied.
9. Bidder has to declare servicing agent in India.

## ANNEX-II

### TERMS & CONDITIONS

1. The Bidders are requested to give detailed tender in the forms of two bids i.e.  
**Part - A Technical Bid.**  
**Part - B Financial Bid.**
2. The Technical & Financial Bids should be sealed and sent separately in sealed envelopes & duly super-scribed (giving Equipment name, technical/financial bid, due date of opening & Ref. No. on the top of the envelope). Such Bids shall remain **valid for a period of 120 days from the date of opening.**
3. Bidders may be required to arrange practical demonstration of equipment/model quoted by them at his own cost before opening of the financial bid. The supplier shall provide the training to 2-3 persons at the site for the operation free of cost and general routine maintenance after installation
4. The Technical Bid [Part A] should accompany complete specification, Manufacturer's name, address and following details :
  - a. Expected life span of equipment and accessories.
  - b. List of pre-installation facilities required for installation and commissioning of equipment and also consumables to be arranged by the Bureau.
  - c. List of the Users in India especially Govt. Labs. /Institutes with complete postal address to whom the similar equipment has been supplied.
  - d. Near locations in India from where after sales services shall be provided along with the name of Servicing Agent.
  - e. The optional and any other essential items/accessories required for the maintenance of the equipment for the next three years.
  - f. Technical Literature of the equipment along with necessary clause wise photograph/drawings, if any.
  - g. **Compliance statement vis-à-vis specification clauses, including statement of deviation, if any (Annex-III).**
  - h. **Delivery Period:** The delivery of the equipment is required to be made within 90 days of the date of order. If it is not possible for you to affect delivery within the period, you are required to specify the date by which you can guarantee delivery of the stores.
  - i. **Warranty:** Warranty for **minimum period of two years** from the date of satisfactory installation shall be provided by the manufacturer. Any spares needed during this period shall be provided by the supplier free of cost. The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary. Further the manufacturer/supplier should be able to provide after sales services or AMC at the location where instrument has been installed.
  - j. The Bidders are required to furnish the Permanent Account Number (PAN)/TIN of the firm Allotted by the Income Tax Department.
5. Every page of the technical and financial bid must be signed by the authorized signatory of the bidder along with their stamp.

6. The bid shall be accompanied with **EMD of Rs 2,00,000/-**. The demand draft for the EMD amount shall be drawn in favor of BUREAU OF INDIAN STANDARDS payable at Ghaziabad.
7. Cost of the items should be mentioned clearly in the **Financial Bid [Part-B]** only. The following details need to be included :
- Price break-up of main equipment and accessories and consumables to be supplied by the party,
  - The rates quoted should separately indicate Basic Cost, Excise Duty, Sales Tax, Packing & Forwarding charges, Freight, Insurance, VAT etc. Rates quoted should specifically state Sales Tax, Excise Duty or any other taxes/charges. In absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same shall be entertained. **Form C/D shall not be provided by BIS.**
  - The Annual Maintenance Contract charges for next three years after the expiry of warranty period.
  - CIF (Carriage Inward & Freight), Central Laboratory, Sahibabad. The equipment to be supplied at the site.
  - For foreign supplier the current value of the foreign currency would be applicable at the time of placing the order.
8. a) BIS shall pay **90%** of the cost after satisfactory installation & commissioning and the Balance of **10% retained as contract performance security** would be paid after expiry of warranty period.
- b) **In case of foreign suppliers** 100% payment shall be made by an Irrevocable Letter of Credit established in favor of the supplier through the Canara Bank, DDU Marg, New Delhi, for the order value provided an unconditional Performance Bank Guarantee valid till 60 days after the warranty period from a Nationalized Bank for 10% of the order value within 15 days of placement of the order is given to us.
- c) The agency Commission to the Indian clearing agent will not be paid by the Bureau and the same would be borne by the supplier. BIS shall provide Custom Duty Exemption Certificate at the time of Custom Clearance as well as any applicable Custom duty.
9. Place of Delivery:
- Head (Chemical Lab)**  
**BUREAU OF INDIAN STANDARDS**  
**Central Laboratory**  
**Plot No.20/9, Site-IV,**  
**Sahibabad Industrial Area, Sahibabad,**  
**Distt. Ghaziabad-201010 (U.P.)**
10. Quotations/bids qualified by indefinite expressions such as “Subject to immediate acceptance” etc. and incomplete quotations are liable to be summarily rejected.
11. In case of foreign quotation, the address of Principal / Manufacturer and their Banker’s details should be furnished. The supplier is required to have an import license for the equipment quoted where applicable as per GOI guidelines.

12. All goods shall be inspected by BIS preferably in the presence of supplier or his authorized representative, when the packages are opened at the site prior to installation. The decision of BIS shall be binding. Rejected items/goods/stores shall be removed by the supplier at his own cost and risk, within 30 days of receipt of notice for the removal of such goods, and no liability, whatsoever, on the Bureau shall be attached for the rejected/disapproved goods/items/stores.
13. **INSTALLATION:** Bidder shall be responsible for installation and commissioning, demonstration wherever applicable and for after sales service during the warranty and thereafter. If the supplier fails to supply, install and commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay Penalty of one percent of the value of Purchase Order awarded per every seven days delay, subject to a maximum of 10% of the total value of the order and such money will be deducted from any money due or which may become due to the supplier.
14. If the supplier fails to supply the equipment, the EMD amount would be forfeited.
15. The supply of spare parts of the equipment, if required, is to be guaranteed by the supplier/Manufacturer at least for a period of 10 years after the supply of the equipment.
16. The Bureau reserves the right to accept or reject summarily and/or all tenders in whole or part without assigning any reason whatsoever.
17. The Date and Time of opening for Part B (Financial Bid) will be intimated only to technically acceptable/qualified tenderers at a later date.
18. In case of any dispute arising out of this agreement then DG BIS shall nominate any officer of the BIS a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
19. All question, disputes or differences arising under, out of or in connection with this Bid document shall be subject to the exclusive jurisdiction of Delhi/Ghaziabad Court.

**(U.K.Kher)**  
**Sc- F & Head (Planning & Purchase)**  
**Bureau of Indian Standards**  
**Central laboratory.**

# Annex- III

## DEVIATION STATEMENT FORM

- 1) The following are the particulars of deviations from the requirements of the tender document and specifications:

SPECIFICATION CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

PLACE:

DATE:

SEAL & SIGNATURE OF BIDDER

NOTE: 1. Where there is no deviation; the statement should be returned duly signed an endorsement indicating “No Deviations”.

**ANNEXURE-IV**

PERFORMANCE SECURITY FORM

To \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** \_\_\_\_\_ (Name of supplier)  
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated  
\_\_\_\_\_ to supply \_\_\_\_\_ (Description of Goods and Services)  
hereinafter 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 Nationalized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:  
**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 limit 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.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ Year

Signature and Seal of Guarantors  
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Date -----Month    Year  
Address -----  
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