

**BUREAU OF INDIAN STANDARDS
(SOUTHERN REGIONAL OFFICE LABORATORY)
CIT Campus, IV Cross Road, Taramani, Chennai-600 113.**

TERMS & CONDITIONS FOR OPEN TENDER

TENDER DOCUMENT:

1. The Tenderers are requested to give detailed tender in their own forms in two bids i.e.
Part - A Technical Bid.
Part - B Financial Bid.
2. The specifications of the **XRF machine** for measuring purity of Gold and Gold Alloys Jewellery/ artifacts, have been specified at Annexure-3. However, bidder(s) may be required to arrange practical demonstration of equipment/model(s) quoted by them before finalization of order
3. No tender documents will be issued by BIS, Southern Regional Office. Bidders are requested to download the Tender Documents and enclose a non-refundable bid fee of Rs.500/- (Rupees Five Hundred only) for each item separately, in the form of Demand Draft drawn in favour of BUREAU OF INDIAN STANDARDS payable at Chennai. The Bid fee should be enclosed with Technical bid only.
4. In the technical bid the following may be clearly indicated :
 - a) The Equipments are required to be installed at locations indicated in the Tender Notice and subsequently training is to be provided to the concerned scientists/testing personnel, where necessary.
 - b) Packing, Forwarding, Freight & Insurance and Commissioning Charges, if any extra may be quoted separately in Financial Bid.
 - c) In case your quote is F.O.R./F.O.B. basis, estimated insurance coverage charges may be indicated.
 - d) CIF (Carriage Inward & Freight), Chennai value both by Airfreight and Ocean freight, where applicable.
5. Tenders complete in all respects for each item should be submitted separately for **Technical** as well as **Financial bids as follows**
 - a) One sealed envelope superscribed "**Technical Bid**" will contain only the Technical Specifications of the indented equipment as per details in Clause 6 of this tender terms and conditions. **The amount of EMD shall not be disclosed in Technical Bid.**
 - b) A Second sealed envelope superscribed "**Financial Bid**" will contain only the financial bid in which price, maintenance, Annual Maintenance Contract Charges [AMC] etc. and any other information, which has financial implications, will only be given. The Demand Draft of the EMD (see Para 42) be placed inside a **separate sealed envelope** clearly marked 'EMD' on the right hand side corner of the envelope and be stapled along with this sealed envelope containing the Financial Bid. However, the EMD of the successful Bidder may be adjusted against Performance Bank Guarantee.
 - c) Both the above sealed envelopes are to be kept in a main envelope, **superscribed as Tender No SROL/3:4:1 for XRF Machine** due on 15-02-2008 and duly sealed.

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6. 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 infrastructural facilities and consumables to be arranged by the Bureau for commissioning of equipment,
 - c. List of the Users in India 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 photograph/drawings, if any
 - g. **Deviation Statement Form (See Annexure 1)**

7. Cost of the items should be mentioned clearly in the **Financial Bid [Part-B]** only. The following details need to be included :
 - a. Price break-up of main equipment and accessories and consumables to be supplied by the party,
 - b. Rebate on the quoted price, if additional equipment is procured for any other BIS Lab, and
 - c. The Annual Maintenance Contract charges for next three years after the expiry of warranty period
 - d. The rates quoted shall be valid for a period of 120 days from the date of opening of the tender. However, the current value of the foreign currency would be applicable at the time of placing the order.

8. In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission payable if any, to be paid to the Indian Agent in Indian Currency.

9. Indicate the names and addresses of the Indian reputed Organizations where you have supplied the similar equipment and may attach the satisfactory performance report of the equipment from user Organization.

10. (A) If you have supplied identical or similar equipment to Govt Labs. /Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.

(B) Based on the above information BIS will have its option to obtain details of the equipment, their performance, after sales services etc. for evaluation of the tender, directly from the concerned Labs./Scientists etc.

11. Fax / E-mail / Telegraphic / Telex tenders shall not be considered.

12. All the Bank Charges inside and outside India, including opening of LC, communication, confirmation, amendments etc., will have to be borne by supplier only.
13. Details of after-sales services offered by you are to be made clear in the tender.
14. **Delivery Period:** As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the tenderer will forfeit EMD, after maximum 10 days of the last date of delivery.
15. The supplier will have to give along with the equipment complete drawings, circuit diagrams, service/maintenance manual & operating manual of the equipment
16. With regards to terms of payment including period of warranty, we prefer to release the payment on BILL Basis (excluding Indian Agency Commission) after receipt of consignment in good condition and satisfactory installation, and commissioning thereof. Alternatively, depending upon the value and foreign exchange regulations the payment can also be considered through Sight Draft / Letter of Credit through the Canara Bank for the order value excluding the Indian Agency Commission. However, the detailed payment for Sight Draft / Letter Credit is mentioned at clause No. 23 of this tender terms and conditions.
17. Supply means “Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training”. If there are any charges extra for Installation, Commissioning and training, the same should be specified in the financial bid.
18. All goods shall be inspected by BIS preferably in the presence of supplier or his authorized representative, when the packages are opened in Labs 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
19. The Tenderer is required to furnish the Permanent Account Number (PAN) Allotted by the Income Tax Department.
20. In case of foreign quote, the address of Principal’s / Manufacturer’s and their Banker’s details should be furnished.
21. The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem. If the manuals are on chargeable basis, the same should be specified in the offer.
22. The supplier is required to insure having a import license for the equipment quoted where applicable as per GOI guidelines.
23. In case of Indigenous Items the offer should contain the Basic Price and percentage of Excise Duty should be shown separately, BIS shall pay custom duty as applicable.
24. Price shall specifically indicate sales tax, excise duty or any other 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. The Bureau pays full CST and neither Form C nor Form D is provided. Contd...p/4.....

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25. (A) The successful bidder shall furnish with in 15 days of placement of the order 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. On acceptance of this condition and submission of Bank Guarantee, the Letter of Credit will be opened for 100% order value. If the firm fails to submit the same, the Contract shall be deemed as terminated and the firm will forfeit the EMD, in case of foreign suppliers & indigenous suppliers. The performance Bank Guarantee is to be given in format enclosed at **Annexure 2**, enclosed with this document
- (B) **For foreign suppliers** : PAYMENT- 90% payment shall be made by Sight Draft / an Irrevocable Letter of Credit established in favour of the supplier through the Canara Bank, Kasturbai nagar, Chennai, for the order value, excluding the Agency Commission due to the Indian Agents, against the presentation of original Shipping documents. Balance 10% will be released after completion of satisfactory installation, commissioning and demonstration of the whole system and on completion of training. However Letter of Credit/Sight Draft arrangement will be made for 100% order value. The Agency Commission to the Indian Agent, if any and payable by BIS will be paid only after successful installation, commissioning and satisfactory demonstration and acceptance of the items ordered for.
- (C) **For Indigenous items**: 90% payment shall be made against delivery, installation, Commissioning, training and on acceptance as per Purchase Order at site and balance 10% shall be made after receipt of performance Bank Guarantee for 10% of the total order value, to be valid for One Year from date of installation and acceptance.
26. The Bidder has to state in detail the Electrical Power/UPS requirements, floor space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid.
27. INSTALLATION: Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
28. In case of Foreign Quote, the mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight (By Air India Freight) and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated.
29. The makes / brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.
30. The payment of local currency portion shall be payable in equivalent Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning and demonstration.
31. The tender / quotation / offer submitted by you should be valid for a minimum period of ninety (90) days from the date of opening the tender.

32. The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote their rates in Indian Rupees as well as in Foreign Currency.

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33. The Bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals.
34. BIS will not provide any accommodation/transportation for the Engineers/Representatives for attending Installation, Commissioning and Demonstration Work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.
35. **WARRANTY** : The equipment is to be guaranteed for trouble free performance for a minimum period of two years after installation. The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.
36. Indicate the name of firm, address, contact person, phone no. and fax no. etc of onsite warranty, agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the technical bid. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.
37. The supply of spare parts is to be guaranteed at least for a period of 10 years after the supply of the equipment.
38. After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested by you to adhere to minimum down time.
39. Please mention the charges for comprehensive annual maintenance contract separately for 3 years in financial bid (for post warranty period).
40. No sub-contracting will be allowed for installation or maintaining system/equipment / instrument during or after warranty period.
41. Discount offered should be mentioned clearly in the financial bid only.
42. The Earnest Money Deposit (@5% of Quoted Price) must be sent along with your financial bid in the form of a Demand Draft, Banker cheque or Bank Guarantee (from a Nationalized Bank only) drawn in favour of BUREAU OF INDIAN STANDARDS payable at Chennai, otherwise your technical & financial bids will not be considered at all. The Earnest Money of successful bidder will be returned only after installation, commissioning, satisfactory demonstration and acceptance of the equipment by the user Scientist/HOD as per the terms of our purchase order. The Earnest Money of the unsuccessful bidder whose technical bid has not been found suitable will be returned.
43. (A) Tenders not accompanied with Demand Draft/Bank Guarantee towards “**Earnest Money Deposit**”& **BID Fee** will summarily be rejected. **No exemption whatsoever** shall be permitted.
- (B) Tenders, which are submitted without following the Two-Bid Offer System, will summarily be rejected.

(C) **Unsigned Tenders will also be rejected.**

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44. Conditional Offers will not be considered.
45. 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 liquidated damages of one percent value of the Purchase Order awarded, per every week 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.
46. Goods should not be dispatched until the Vendor receives a firm order.
47. Firms which have already supplied similar equipment to BIS and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
48. Tenders addressed to the **HEAD**, Southern Regional Office Laboratory, Bureau of Indian Standards, CIT Campus, IV Cross road, Taramani, Chennai-600 113 **are to be submitted** as detailed in Clause 5 of this tender terms and conditions
49. The tenders must be clearly written or typed without any cancellations / corrections or overwriting.
50. Please indicate page nos. on your quotation. E.g. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.
51. **Last Date and Time for receipt of Tenders** : The tenders will be received in the Southern Regional Office Laboratory, Bureau of Indian Standards, CIT Campus, IV Cross road, Taramani, Chennai-600 113 up to **1300 h on 15-FEBRUARY-2008**.
52. BIS will not be responsible:
 - a. For delayed / late quotations submitted / sent by Post / Courier etc.
 - b. For submission / delivery of quotations at wrong places other than the Office of **HEAD**, Southern Regional Office Laboratory, Bureau of Indian Standards, CIT Campus, IV Cross road, Taramani, Chennai-600 113.
53. **Date and Time of opening of Tenders**: The Tenders (Part – A Technical Bid only) will be opened at **1500 h on 15-FEBRUARY-2008** in the presence of tenderers who wish to be present.
54. The Date and Time of opening for Part B (Financial Bid) will be intimated only to pre-qualified and technically acceptable tenderers for the item at a later date.
55. All question, disputes or differences arising under, out of or in connection with this Bid document shall be subject to the exclusive jurisdiction of Chennai Court
56. The Bureau reserves the right to accept any tender in full or in part or to reject the lowest or any or all tenders without assigning any reason.

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**Head
Bureau of Indian Standards**

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ANNEXURE-1

DEVIATION STATEMENT FORM

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

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

PLACE:

DATE:

NOTE:

1. Where there is no deviation, the statement should be returned duly signed an endorsement indicating "No Deviations".

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ANNEXURE-2

PERFORMANCE SECURITY FORM

To _____ (Name of Purchaser)

WHEREAS _____ (Name of supplier)
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. _____
dated _____ 2007 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 _____ 2008.

Signature and Seal of Guarantors

Date -----2008

Address -----

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ANNEXURE-3

1.	Name of the Equipment	XRF MACHINE
2.	Application	For measuring purity of Gold and Gold Alloys, Jewellery / artifacts.
3.	Relevant Indian Standard	IS 1417:1999
4.	Specification	
	a. Range	0 to 99.99%
	b. Readability / Accuracy	0.01% or better
	c. Repeatability	±0.01% or better
	d. Sensitivity to temperature	±0.001% per °C or better.
4.1	<p>Design Features:</p> <p>It shall have the following design features:</p> <ul style="list-style-type: none"> i) The X-Ray Tube shall be micro focused to get high intensity. Primary radioactivity shall be controlled by suitable number of primary filters. It shall also have programmable energy saving arrangement. ii) Silicon-PIN diode detector with peltier cooling is preferred. The resolution of the detector shall be less than 200 ev (Mn-Kα). iii) It shall detect all metals from Aluminium to Neptunium (Atomic No. 13 to 93) including Platinum group metals such as Rhuthenium & Iridium. iv) It shall have the approval for Radiation Safety by the highest National or Internationally approved authority. v) It shall be able to measure the purity at the soldered joints. vi) It shall have the provision to make computerized measurement. vii) It shall have provision to do self calibration to the required accuracy. viii) The Operating Software shall have the following features: <ul style="list-style-type: none"> a) Quantitative analysis of solid, powder or paste materials as well as solutions for upto 24 elements simultaneously. b) Analysis limits from low ppm to 100%. c) Automatic drift compensation during the measurement. d) Automatic identification of elements in qualitative mode. e) Carat composition analysis of gold jewellery under gold coating. f) There should be one software for both qualitative and quantitative analysis. g) Should be able to give warning, if different unknown elements are present 	

during quantitative measurement.

4.2 Information / Certificate / Accessories to be supplied

- i) Full Technical information about:
 - a. H.V. Generator and its cooling system,
 - b. No. of Collimeters, their dimension and control
 - c. Type of Detector and X-Ray Tube
 - d. Automatic provision available for positioning of samples
 - e. Video system employed and its resolution and magnification.
 - f. Measuring method and the relevant Standard.
- ii) The equipment shall be calibrated for Gold Alloy analysis using NIST traceable standards and the calibration certificate supplied.
- iii) A set of pure calibration elements, tools, cable set and other essential accessories required shall be quoted and supplied along with the equipment.
- iv) Safety devices & cooling system available in the equipment.
- v) Input power supply requirement
- vi) Detail dimension of the equipment.
- vii) Details of materials used in the construction of the equipment.
- viii) Ambient / Environmental condition required for installing the equipment.
- ix) The warranty, after sales service provided, the AMC charges after the warranty period and any other terms and conditions for after sales service.
- x) Time required for attending any breakdown and local facility available.
- xi) A one page write-up highlighting the salient features of your equipment and describing how it is better than the other equipment available in the market and is suitable to the Apex Referral Laboratory of India.
- xii) Details of minimum three reputed Customers of your equipment along with their testimony of performance.

5.	Accessories	You shall quote for all the essential and optimal accessories required for the equipment along with the details of their function. (Please also see item 4.1)
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6.	Training	You shall train our personnel immediately after commissioning the equipment in operating it and using the software for different applications.
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NOTE:

- 1. In case your equipment does not meet the above specifications, you may quote for the best equipment manufactured by you.
- 2. The equipment is to be used in the 'Referral Assaying Laboratory' being set up by BIS at their Southern Regional Laboratory, Chennai. You shall therefore quote for the highest accuracy, most reliable and modern equipment available in your range of production.

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