



No. PUR/407/ACRG/PK/L/2023-24

Dated: 29.01.2024

To
**M/s. NATIONAL FACILITY FOR ATOM
 PROBE TOMOGRAPHY, IIT CHENNAI.**
 NEW ACADEMIC COMPLEX-NAC 248,
 IIT P.O., CHENNAI-600036, INDIA
 Email: kgprad@iitm.ac.in
 Mobile No. +91 44 2257 4764

Sub.	Atom Probe Tomography Measurement on High Temperature Aluminium Alloy Sample 02 nos. (Includes) i) Sample Preparation ii) APT Measurement, iii) Data Reconstruction and Basic Analysis.
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Dear Sirs,

We are interested in purchasing the following goods as per the given specifications. Kindly, send your sealed quotation conforming to our terms and conditions mentioned hereunder, so as to reach this office immediately and in any case within seven days (07 days) of receipt of this Tender Document. Alternatively, you may send your quotation by e-mail at pur@cmeri.res.in.

SL. NO.	Description of item/equipment including detailed specifications and summary of its functions	Quantity Required
1.	Atom Probe Tomography Measurement on High Temperature Aluminium Alloy Sample. Includes: i) Sample Preparation ii) APT Measurement, iii) Data Reconstruction and Basic Analysis.	02 nos.

TERMS AND CONDITIONS

1. PRICES:

1.1. For Goods manufactured and Supplied from within India:

Prices shall be offered with the following break-up:

Basic Price /Ex Works	
Packing & Forwarding	
GST at rates applicable for Public Funded Research Institute registered with DSIR, Government of India.	
Freight , Insurance and any other charges incidental to	

delivery of Goods at CSIR-CMERI, Durgapur	
Charges for Installation, Commissioning and Training if applicable	
Charges for Warranty Support	

1.2. For Goods manufactured and Supplied from outside India:

Prices shall be offered with the following break –up:

Ex Works Price [inclusive of packing]	
Inland Freight and Insurance till airport of dispatch	
Freight And Insurance for transportation of the Goods from Port of Dispatch to Port of destination	
Charges for Installation, Commissioning and Training if applicable	
Charges for warranty support	

- 1.3. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.
- 1.4. The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.5. Customs Duty for Goods imported for Scientific Purpose, is paid by this Institute at a concessional rate vide Govt. of India Notification no. 51/96-Customs dated 22/07/1996.
- 1.6. CSIR-CMERI will not issue any exemption certificates (Customs Duty) for intermediate goods, raw materials etc. that go into production of the equipment/item offered by the bidder.

2. PAYMENT

2.1. For Supplies made from within India:

- 2.1.1. Payment will be made within 30 days after delivery and acceptance of ordered goods to the complete satisfaction of the User Division of CSIR-CMERI and completion of other contractual obligations against submission of pre-receipted bills duly supported with delivery chalans, other necessary documents etc. Payment will be made by e-payment mode only.

2.2 For Supplies made from outside India:

- 2.1.2. 100% by Wire Transfer within 30 days of receipt and acceptance of all the ordered items by the User Division.

OR

- 2.1.3. An irrevocable Letter of Credit [L/C] shall be opened in favor of the overseas vendor. In case the L/C is required to be confirmed, confirmation charges shall have to be borne by the vendor. The payment will be released in the following two stages:

Stage I: 80% payment shall be made against presentation of shipping documents as stipulated in the L/C.

7. WARRANTY/AMC

- 7.1 Not Required.

8. COUNTRY OF ORIGIN

- 8.1. Tenderer should mention the country of origin and the country from which goods will be finally shipped, for these particulars are essential for establishment of L/C, arranging insurance etc. Certificate of Origin issued by the Local Chamber of Commerce shall be required to be submitted at the time of negotiating the L/Credit, in case payment is made by L/Credit.

9. VALIDITY OF BIDS

- 9.1. The offer should be valid for at least 90 days from the date of the quotation.

10. LIST OF PURCHASERS

- 10.1. Please indicate names and addresses of organizations to whom you have supplied identical or similar type of equipment during the last 3 years along with the details of such supplies and prices eventually or finally paid.

11. SETTLEMENT OF DISPUTES AND ARBITRATION

- 11.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Purchase Order / Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 11.2. Disputes or differences shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi, India. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- 11.3. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of Clause 11.2. above. But if this is not acceptable to the Supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade laws).

11.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

11.5. Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

12. BID SECURING DECLARATION


12.1 Bid Securing Declaration to be provided by supplier.

13. PRICE REASONABILITY

Certificate for reasonability of price must be provided by the Supplier i.e. (the rates quoted by the Supplier are the same and not higher than those quoted with other CSIR Labs/Instt, Government, public sector or private organizations).

Yours faithfully


30/01/24
Stores & Purchase Officer
For & On Behalf of CSIR, New Delhi
E-mail: pur@cmeri.res.in


30/01/24