

Ref. No.: 14-VI/PK(883)2017PB/T-39

**IMPORTANT INSTRUCTIONS FOR THOSE VENDORS WHO ARE
APPLYING IN RESPECT OF LIMITED + WEB TENDER ENQUIRY
AFTER DOWNLOADING FROM NPL WEBSITE.**

Interested manufacturers/ their authorized vendors having capability of proper supply/installation of required items as per enquiry can also submit their offer directly on the basis of website tender in the manner prescribed in such tender enquiry uploaded on NPL website www.nplindia.org.

In such cases, the tenderer has to **attach invariably a copy of the enquiry downloaded from the NPL website** duly stating in covering letter that the enquiry is downloaded by them and also **attached VENDOR DECLARATION FORM** as per annexure 'A'; failing which the offer not be considered.

Annexure- 'A'

VENDOR'S DECLARATION FORM

[The interested vendor shall fill in this form and should submit along with tender document without fail. This should be done on the letter head of the firm]

1. Vendor's Legal Name :
2. Vendor's actual or intended Country of Registration :
3. Vendor's Legal Address in Country of Registration :
4. Vendor's Authorization Representative Information

Name :

Designation :

Address :

Telephone/Fax numbers:

Email Address :

5. Please provide following details in reference
of firm, as applicable

TIN NO. :

PAN NO. :

TAN NO



CSIR-NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

Dr. K. S. Krishnan Marg, Pusa Campus,
New Delhi-110012.

Ref. No. 14-VI/PK(883)2017PB/T- 39

Dated: 02.11.2017

Dear Sir,

We are interested to purchase the following items. Kindly send us the sealed quotations/Performa invoice indicating minimum delivery period. The sealed envelope containing your quotation super scribed with our reference no. and addressed to Director, NPL should reach this office latest by **23.11.2017 upto 4.30 PM (IST)**. The quotations will be opened on **24.11.2017** at **2:30 P.M (IST)** in the presence of suppliers representative who wish to present themselves at that time.

S.No.	Articles	Qty.
1.	<p><i>Ultrasonic immersion testing tank with five axes ultrasonic manipulator with two probes each 2 MHz, 4MHz and 10 MHz :</i></p> <ul style="list-style-type: none">a) Motorized axis x,y,z linear translational stage with angle \emptyset and \emptyset option for 500 gm ultrasonic transducer movement.b) X range : 800mm or morec) Y range: 400mm or mored) Z range 300mm or moree) Stepper motors with micro stepping supportsf) X,Y and Z step resolution 100μm or betterg) \emptyset range: 360 °with resolution better than 1 °h) Tilt range: ± 30 ° with resolution better than 1 °i) Scanning speed 50mm/secj) All five stepper motor with micro stepping drivesk) Digital signal input options for controlling the motor speed, enable and directionl) Manual and high end desktop computer control for the tank suitable for software development. <p>1. All Enquiries will be entertained only between 2PM to 3PM 2. Please send your quotation as per terms and conditions enclosed before the due date specified above. 3. Please attach a copy of an official agency agreement with your principals.</p>	One

Yours Faithfully,

Stores & Purchase Officer

E-MAIL: spo@nplindia.org,

Telefax. : 011-45608645



CSIR-NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

**Dr. K. S. Krishnan Marg, Near Pusa Campus,
New Delhi-110 012.**

Telefax: 011-45608645

Email: spo@nplindia.org

Website: <http://www.nplindia.org>

Ref. No. 14-VI/PK(883)2017PB/T- 39

Dated: 02.11.2017

(TERMS & CONDITIONS)

1. **GENERAL:** Quotations in closed cover are invited on behalf of the Director, National Physical Laboratory, New Delhi from the reputed Indian and foreign manufacturer. **The offer/ quotation must be strictly as per required specifications and the tender terms & conditions.**
2. **SUBMISSION OF OFFERS:**
 - a. Quotation should be submitted directly by the party to whom the tender has been addressed. In case a party has been authorized to quote on behalf of the party to whom the tender has been sent, **such authorizations should be displayed/pasted on the envelope, otherwise such bids are liable to be rejected as unsolicited bids.**
 - b. The quotation should be addressed to the Director, National Physical Laboratory, New Delhi and sent to the Stores & Purchase Officer.
 - c. Each offer/quotation should be kept in separate envelope against each item of the tender notice.
 - d. **In case of Two Bid system, the offer/quotation should be submitted in two separate envelopes containing Techno-Commercial bid and Price bid and these put in one envelope.**
 - e. **The outer cover containing the offer/quote should be super-scribed with our tender No., due date and date of opening of tender.**
 - f. **The offer must contain the Technical Leaflets/literature and complete specifications of the quoted model(s) of the item along with general commercial terms & conditions, compliance statement of specifications & Compliance statement of tender terms & conditions. In case of two bid system, *no price should be quoted in the "Techno-commercial bid". Price should be quoted only in the Price Bid, which should be sealed and kept separately from the Techno-Commercial bid.***
3. **DUE & OPENING DATES:** The Offer/Quotations must reach at NPL on or before **23.11.2017 up to 4:30 P.M(IST)sharp.** The tenders will be opened on **24.11.2017 at 2:30 P.M (IST)** 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.

4. **PRICES :**

- a) **For Imported supplies:** The prices shall be quoted in FOB value up to International Gate way Airport of the shipping country. The prices should include all the charges up to the Board /Air Cargo. **If ex-works prices are quoted then packing, forwarding, documentation, and inland freight charges must be mentioned separately.** The airfreight & insurance shall be arranged and charges paid directly by us in Indian Rupee at our end. However, these charges should also **be mentioned separately** for our estimation purposes.
- b) **For indigenous supplies:** For indigenous/local supplies, the prices should be FOR at National Physical Laboratory, New Delhi inclusive of packing, forwarding, installation and commissioning charges etc. **If ex-works/go-down prices are quoted then packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately.** 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.** Sales tax/other Govt. levies will be paid at actual and the prevailing rates of excise duty and sales tax etc. may be mentioned separately. **No other charges than those mentioned clearly in the quotation will be paid.**
- c) **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.
- d) In case of confusion in the figures and words of the quoted prices, the amount in words shall be treated final.

5. 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.**

6. **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 NPL 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 two-supply orders** received from other customers or details of last two supplies made to other customers 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.
- 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.

7. **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.

8. 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 NPL requirement. In such case the opportunity shall be given to the participating bidders for submitting the revised bid as per modified specifications, if any.**

9. COMPLIANCE STATEMENTS:

- a. **Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format given below.** 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. **The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.**

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications/ part / Accessories of tender enquiry	Specifications of quoted Model/Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

- 10. 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.

11. PAYMENT CONDITION:

A. FOR INDIGENEOUS SUPPLIES:

Payment on Bill Basis after supply: For local supplies the **90% payment** will be made only after satisfactory installation, commissioning and performance of the equipment at National Physical Laboratory, New Delhi. Remaining payment i.e. **10%** will be released only after the completion of the warranty period or against PBG for 10% value of order valid upto warranty period plus sixty days .

B. FOR IMPORTS:

The payment against imports shall be made through irrevocable LC. L/C will be opened for 100% FOB value. **90%** of LC amount **shall be released on presentation of complete and clear shipping documents and** remaining payment i.e **10%** will be released only after the completion of Satisfactory Installation of Goods at NPL subject to the submission of PBG for 10% value of order valid upto warranty period plus sixty days.

- 12. 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 National Physical Laboratory, New Delhi. The warranty period and validity of warrantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

- 13. NO ADVANCE PAYMENT :** No advance payment will be made to any supplier.

- 14. INSTALLATION:** **The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately** but in any case within TWO 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.

- 15. WARRANTY:** The equipment/instrument must be warrantee 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 warranted for a period of more than one year, it may be specifically mentioned in the quotation.

- 16. SPARE PARTS:** Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least five years from the date of supply.

- 17. 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.

18. 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/instt. to ascertain the date of arrival of consignment.

19. 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 agency 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, New Delhi 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.

20. 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.**

21. 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 or late installation on part of the supplier, a penalty @ 0.5% per week subject to maximum of 10% of Order/FOB value will be charged for delayed period.
- 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 National Physical Laboratory, New Delhi 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.**
22. **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.
23. **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.
24. **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.
25. **ACCEPTANCE OR REJECTION OF OFFER:** The Director, National Physical Laboratory, New Delhi reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof.
26. **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.
27. **INTERIM ENQUIRIES:** No interim inquiries will be attended.
28. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its balance payment, liquidated damages or termination for default, if and to the extent that, its 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.

29. **DISPUTE SETTLEMENT:** 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 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.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference 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 Director General, Council of Scientific & Industrial Research and if he is unable to unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) 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 Law) Arbitration Rules.

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

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 purchase shall pay the Supplier any monies due the Supplier.

Stores & Purchase Officer