



CSIR - NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

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Director, CSIR-NPL invites tenders in sealed covers with wax/cello tape/ company seal from the Indian/Foreign Manufacturer/Supplier or it's Sole Authorized Distributor/Dealer/Indian Agent for the supply of the following items under Annual Rate Contract on Net Dealer Price (NDP) basis.

Sr.No.	Tender No.	Item(s)
01	3(2506)19-20/PB/T-25	Laboratory Chemicals
02	3(2507)19-20/PB/T-26	Laboratory Glass Ware
03	3(2508)19-20/PB/T-27	Laboratory Plastic Ware
04	3(2509)19-20/PB/T-28	Laboratory Filter Papers
05	3(2510)19-20/PB/T-29	Nitrogen and Argon Gases having UHP Grade, Purity 99.999+% (7 cubic meters is each Cylinder- on returnable basis) alongwith Purity Certificate of NABL Accredited Laboratory.

Interested Vendors may download the Tender Documents along with Terms and Conditions directly from NPL website <http://www.nplindia.org> [under links of Tenders/Pre-indent →Tender notifications] free of cost & submit separate tender(s) along with the current rate list on NDP basis / <http://eprocure.gov.in/epublish>. Alternatively, the same can be obtained from this office Room No.-156, up to 15th Oct 2019, against written requests on their own Letter Head along with the non refundable & non- transferable tender fee(s) of Rs.300/= each set in the form of Demand Draft(s) drawn in favour of Director, NPL, New Delhi. Last date of receipt of tenders is **24.10.2019 up to 11.30 AM (IST)**.The tender so received will be opened on **25.10.2019 at 02.30 PM.(IST)** onwards in the presence of tenderers, who wish to be present. All rights are reserved with Director, CSIR-NPL. Further corrigendum/Amendments, if any will be posted in NPL website <http://www.nplindia.org> Vendors can express their payment concernsat to our e-mail address: complaints@nplindia.org

IMPORTANT NOTE : For MSME / Startup India / Make in India Scheme Bidders

Due to recent changes in public procurement policy of the Government and the policy directives and guidelines issued in this regard, CSIR – NPL being a public funded research institution is obligated to follow all such policy directives and guidelines related to its procurement.

Any bidder seeking benefit/preference under MSME / Start Up India / Make in India or any other policy/scheme of the Government of India, which is currently in force MUST at the time of bidding itself enclose all relevant documents certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the eligibility conditions.

It may be noted that no other benefit / preference / concessions which is beyond the scope the policy or the bidder's entitlement under the policy shall be given / considered by us. **IF THE BIDDER FAILS TO**

CLAIM SUCH BENEFIT AND /OR FAIL TO SUBMIT NECESSARY DOCUMENTS /CERTIFICATES IN SUPPOT OF ITS CLAIM AT THE TIME OF BIDDING ITSELF, ITS CLAIM SHALL NOT BE ENTERTAINED AT A LATER STAGE IN THE BIDDING PROCESS AND NO OPPORTUNIT SHALL BE PROVIDED TO IT TO SUBMIT ANY DOCUMENT/CERTIFICATE.

Controller of Stores and Purchase
For Director, CSIR-NPL

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TERMS AND CONDITIONS FOR ANNUAL RATE CONTRACT (R/C) FOR SUPPLY OF FOLLOWING ITEMS TO CSIR-NPL, NEW DELHI- 110012

- Director, CSIR-NPL invites separate tenders in closed/sealed covers with wax/cello tape/ company seal from the reputed manufacturers for the supply of the above items under Annual Rate Contract on NDP basis(Net Dealer Price).
 - Quotation should be submitted directly by the original manufacturer/supplier or its Sole Authorized Distributor/ Dealer/ Indian Agent. In case of bid by Authorized Distributor/ Dealer/ Indian Agent, the manufacturer authorization should be attached with the bid(s)stating that current price list is on NDP basis.
 - The outer cover containing the offer/quote must be super-scribed only with the respective Tender No. (NOT the Open Tender Notice No.), Due Date and Date of Opening of tender.**
- VALIDITY:** The Rate Contract(s) shall be valid till **31.10.2020**. It can be further extended further for 3 (three) months, if required.
- PRICES:**
 - For items at S. Nos. 1 to 4 :** Vendors are requested to submit their separate offers along with latest Price List(s) duly offering maximum discount on it for each category of Items for consideration. Only printed price list(s) submitted along with offer will be acceptable for consideration.
 - For items at S. No. 5:** Vendors should offer their lowest rates, per cubic meter in the packing of Cylinders having 7 cubic meters capacity (on returnable basis), subject to additional conditions mentioned in **ANNEXURE-B**, apart from general terms & conditions contained herein.

No upward revision of prices shall be acceptable under any circumstances. In case of downwards revision of prices during the currency of the Rate Contract; the reduced prices shall be applicable. A certificate stating that maximum discount is being given and no other Govt. organization is being benefited more than this discount. The Rate Contract will be guided by “ **Fall Clause**”

Fall Clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contracts, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

All Quotation must include with Bidder Information Form as per ANNEXURE-‘ C’.

- Quoting vendors must furnish the details of such Govt. /Semi Govt. Organizations to whom similar supplies are made during past three years i.e from 2015-16,2016-17 and 2017-18, otherwise will not be considered.
- The material for which a Rate Contract is finalized will not be supplied by the enlisted Vendors on lesser rates to any other Govt. institution. If the same is found, the proportionate recovery shall be made immediately from the pending bills or otherwise.
- The Rate Contract will only be placed with registered & reputed Indian manufacturers or authorized distributors of foreign manufacturers who are authorized for supplying the stores. Vendors shall have to submit copy of their registration from the concerned statutory authorities or authorized distributorship certificate from their overseas Principals along with their quotations as applicable

7. **Prices:** The prices should be offered on Free Delivery at CSIR-NPL Stores, New Delhi - 110012 basis, inclusive of packing, forwarding and insurance covering all risks from warehouse to warehouse in your favour. For any Damages/Shortages/Pilferages during transit, Vendor shall be responsible and such supplies must be replaced normally within 7-10 working days by the Vendor.
8. **Delivery :** Material should be supplied within a maximum period of 30 days .However, the supplier(s) must offer their minimum delivery period in their quotations. The material must be supplied in one lot. Normally part supplies will not be acceptable. The supplies must be as per NPL Purchase Order and if it is found defective, the same shall be replaced immediately free of charge by the Vendor(s).
9. The orders will be placed irrespective of value as per the current requirement of NPL.
10. Offers for required items of indigenous manufacturer or of foreign make, available from ready stock, can be considered. Any offer to supply on Forward Delivery basis under supplier's own import quote license will also be considered. In such a case indicate ICT No. name and address of foreign principals. Specific mention should be made wherever the delivery will be ex-stock or Stores will have to be imported or obtained from the works and the time required for delivery after receipt of the order.
11. **Payments:** Normally the payment for supplies will be made within 30 days after receipt of material in good order & condition, meeting the ordered quality/conforming to the specification & quantity and acceptance thereof. NPL being a Public Funded entity under DSIR, Govt. of India, **no advance payment shall be made.**
12. **Penalty:** Since the time is the essence of the Rate Contract, the Purchase Order issued against R/C should be executed quickly and well within the delivery period mentioned in NPL Rate Contract(s)/ Purchase Order(s). In case, if Vendors fails to supply the stores within stipulated period the Director, CSIR-NPL reserves the right to not to accept the supplies either in part or full and to claim Liquidated Damages (**L.D.**) @ **0.5% per week** or part thereof, subject to a maximum of 10% of the total value of stores not supplied within the prescribed delivery period.
13. NPL-CSIR is exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996 **as applicable on such items falling in the preview of above notifications should be shown separately. The necessary Exemption Certificate shall be issued by CSIR-NPL on for such items on written request from Vendor(s). No charges other than those mentioned clearly in the price list will be paid. Foreign can also given then offer in foreign currency directly in net dealer price basis.**
14. **Notification:** Custom Duty will be paid as per Notification No.51/96-Customs dated:23.07.1996 and GST will be paid as per Notification No.47/2017-Integrated tax(Rate)Dated:14th November 2017 issued by Ministry of Finance, Department of Revenue, Govt of India. Custom Duty and GST Exemption Certificates will be provided.
15. The rate of GST should be clearly indicated where ever chargeable .This office is not eligible to issue "C or "D" form etc.
16. Wherever necessary samples should be submitted , if required.

17. Price list technical literature/leaflets and complete specifications of quoted items(s), as applicable, should be attached with the offers.
18. Please indicate the name of your Bankers and permanent GST number in the quotation.
19. All offers shall be kept valid for acceptance for a minimum period of Ninety (90) days from the date of opening of the Quotations, No revision in prices shall be allowed after opening the quotations.
20. The quotation should be duly signed by an authorized person of the firm. The name and status of the signatory should be clearly indicated. UNSIGNED QUOTATIONS WILL NOT BE CONSIDERED. Tenders containing erasure or alteration will not be considered unless otherwise authenticate by the Bidder.
21. Printed conditions of tender, including those on the reverse or otherwise sent along with the tender, if any, shall not be binding upon us.
22. All the Bids so received will be opened and evaluated techno-commercially to examine their conformity with NPL requirements and stipulated terms & conditions to ensure their responsiveness. Any Bid(s) not meeting NPL requirement and stipulated terms & conditions will be declared non-responsive and shall be summarily rejected.
23. Force majeure clause as defined under Sales of Goods& Contract Act shall be applicable.
24. All disputes arising out of the Rate Contract(s) shall be referred to the sole arbitration of the Director, CSIR-National Physical Laboratory, New Delhi; whose award shall be final & binding on the parties to the dispute. The venue of arbitration shall be National Physical Laboratory, New Delhi. All legal proceedings, if any, in this respect shall be subject to the jurisdiction of Courts in Delhi only.
25. Director CSIR-NPL reserves the right to place any parallel Rate Contract(s) for similar items at any point of time during the currency of Rate Contract (R/C) with one or more vendors/manufacturers.
26. Director NPL, reserves the right to place order(s) with any other vendor(s) or to reject any/all the tenders received or cancel/terminate or amend the Rate Contract(s) at anytime without assigning any reasons whatsoever.
27. The Rate Contract may be withdrawn by giving one month's notice by both parties.
28. The quotations are liable to be rejected if any of the above conditions are not complied with.
29. Further corrigendum/Amendments, if any will be posted in NPL website <http://www.nplindia.org>
30. Vendors can express their payment concerns at our e-mail address:complaints@nplindia.org

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BID SECURITY FORM

Whereas (Hereinafter called “the tenderer”) has submitted their offer datedfor the supply of (Hereinafter called “the tender”) against the purchaser’s tender enquiry No. _____

KNOW ALL MEN by these presents that WE (Name of bank) of (Name of country), having our registered office at (Address of bank) (Hereinafter called the “Bank”), are bound unto ... (Name of purchaser) (Hereinafter called “the purchaser”) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of..... 20.....

THE CONDITIONS OF THESE OBLIGATIONS ARE:

- 1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
- 3. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
- 4. Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchase will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

Name and Designation of the Officer
Seal, Name & Address of the Bank and address of the branch

ADDITIONAL TERMS & CONDITIONS

[For Item at S. No. 5 i. e. tender no. 3(2260)18-19PB/T-83 for supply of Nitrogen and Argon Gases having UHP Grade, Purity 99.999+% (7 cubic Meters is each Cylinder –on refundable basis) alongwith Purity Certificate of NABL Accredited Laboratory.

In case of above items the quoting Vendors must comply with the following additional terms and conditions in addition to the general terms & conditions as mentioned in the tender document.

- A.** All cylinders are required to be examined/tested periodically as per the Gas Cylinder Rules, 1981. Responsibility for compliance with this rests with the Vendor, who will carry out test as may be required.
- B.** All gas cylinders are required to be painted as and when necessary to the appropriate colour –code specified in the Gas Cylinder Rules, 1981. Responsibility for compliance with this rests with the Vendor, who will carry out test as may be required.
- C.** It will be Vendor’s responsibility to possess valid Explosive Licenses for all industrial Gases on Rate Contract for manufacturing and storing till safe delivery of Industrial Gases to the NPL during the entire operating of the Rate Contract.
- D.** Specification for Gas Cylinder: Gas Cylinders shall conform to Gas Cylinder Rules, 1981, any other rules as current and to specifications approval by the Chief Controller of Explosive, Government of India.
- E.** Cylinder Rent: Since supply is being made in the Vendor’s returnable cylinders of capacity 7m³ for such gases covered by this rate contract, the empty cylinders will be returned to the Vendor(s) within Rent FREE Period of 30 days calculated from the date of delivery of filled cylinders to the date of collection of empty cylinders by the Vendor. If the cylinders are not returned within the period specified above, cylinder holding charges per cylinder per day or part thereof will be payable for the period in excess of the free-loan period. However, such rental should be quoted along with the offer and will be subject to mutual agreement.
- F.** The tenderers must submit valid Explosive License issued by concerned authority for the required Gases along with their offer.
- G.** Purity Certificate of NABL Accredited Laboratory cylinder.

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 Authorized 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.	:

6. Bank Account /RTGS Information

Name & Address of the Account Holder	:
Bank Account No.	:
Bank Account Type	:
Name of Bank & Branch Address	:
IFSC Code	:
MICR No.	:

(Authorized Signatory)