

**Ref. No.:** 14-VII/TKM(2618)18PB/T-99

**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 regard to above, please fill-up following VENDOR DECLARATION FORM**

**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

GST NO. :

PAN NO. :



# CSIR-NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

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

**Tel : 91 11 4560 8645/8639**

**Email : [Mahesh.kr@nplindia.org](mailto:Mahesh.kr@nplindia.org)/ [spo@nplindia.org](mailto:spo@nplindia.org)**

**From : Director  
CSIR-National Physical Laboratory**

<b>Tender No.:</b> 14-VII/TKM(2618)18PB/T-99	<b>Date:</b> 20.11.2018
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**Dear Sirs,**

We are interested to purchase the following items from the reputed Indian/Foreign Manufacturers or their Sole Authorized Dealers/Distributors/Agents. Kindly send us the Quotations/Performa invoice in closed/sealed covers with wax/cello tape/ company seal indicating minimum delivery period. The sealed envelope containing your quotation super scribed with our reference no., Due Date of Tender and addressed to Director, NPL should reach this office latest by **13.12.2018 up to 3.00 PM (IST)**. The quotations will be opened on **14.12.2018 at 3.00 P.M (IST)** onwards in the presence of supplier's representative who wish to present themselves at that time.

<b>Sr. No</b>	<b>Name of item</b>	<b>Qty.</b>
<b>1</b>	<b>Muffle Furnace</b>  (Please see Annexure –I for detailed specification)	<b>One</b>

**Instructions :**

- The detailed Tender, complete terms & conditions with technical specifications are available on our website <http://www.nplindia.org> and also uploaded on <http://eprocure.gov.in/epublish>.
- Complete specifications of items should be given with the manufacturers name wherever required. Often of stores vaguely described are liable to be ignored.
- Please see attached terms and conditions & attached Annexures carefully and submit your offer accordingly.
- BID MAY PLEASE BE SUBMITTED IN SINGLE BID. (Techno-cum- PRICE BID)
- ONLY RESPECTIVE PAGES OF TECHNICAL SPECIFICATIONS OF CATALOGUE MAY BE ATTACHED. PLEASE DO NOT ATTACH FULL CATALOGUE/ IRRELEVANT PAPERS.

**Yours faithfully,**

**Section Officer (S&P)**

- Encl : 1) Terms & Conditions sheet  
2) Annexure ó B, C, D & E  
3) Annexure óI (Detailed specification)

## TERMS & CONDITIONS

### PRICES

#### 1. For goods manufactured in India:

- (i) The price of goods quoted Ex-Works including taxes already paid.
- (ii) GST and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
  - (a) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
  - (b) The installation, commissioning and training charges including any incidental services, if any.

#### 2. For goods manufactured abroad:

- (i) The price of the goods, quoted on FCA (Named place of delivery abroad) or FOB (Named port of shipment), as specified in the schedule form.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission charges, if any.
- (iv) The installation, commissioning and training charges including any incidental services, if any.

#### 3. a) 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. No other charges than those mentioned clearly in the quotation will be paid.**

b) With reference to **Notification No. 47/2017-Integrated Tax (Rate)** dated 14/11/2017 of Department of Revenue, Ministry of Finance, as per which CSIR-NPL (being a Research Institute) is entitled for partial exempt for Integrated Goods and Services Tax leviable on Scientific and technical instruments, apparatus equipment (including computers); Accessories, parts and consumable under Section 05 of the IGST Act **as in excess of the amount calculated @ 5%. Hence IGST, if any, should be shown separately.**

c) With reference to **Notification No. 45/2017-Central Tax (Rate)** dated 14/11/2017 of Department of Revenue, Ministry of Finance, as per which CSIR-NPL (being a Research Institute) is entitled for partial exempt for Central Goods and Services Tax leviable on Scientific and technical instruments, apparatus equipment (including computers); Accessories, parts and consumable under Section 09 of CGST Act **as in excess of the amount calculated @ 2.5%. Hence CGST, if any, should be shown separately.**

#### 4. 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.

#### 5. 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, whichever is later.
- c) Copies of **at least last three supply orders of the last 3 years** received from other customers along with details of such supply orders 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.

**6. 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.

**7. 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.

**8. 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.

**9. PAYMENT CONDITION:**

**A. FOR INDIGENEOUS SUPPLIES:**

**Payment on Bill Basis after supply:** For local supplies the payment will be made only after satisfactory installation, commissioning and performance of the equipment at NPL, New Delhi and after certification by our technical expert/scientist.

**B. FOR IMPORTS:**

The payment against imports shall be made through irrevocable L/C. L/C will be opened for 100% FOB/FCA value. 90% of L/C amount shall be released on presentation of complete and clear shipping documents and remaining **10%** shall be released after satisfactory installation/demonstration/commissioning.

**OR**

100% THROUGH WIRE TRANSFER/TT : PAYMENT SHALL BE RELEASED UPON SATISFACTORY INSTALLATION OF SUBJECT ORDER MATERIAL AT NPL site.

**10. COMMENCEMENT OF WARRANTY PERIOD:** Atleast 12 months, the warranty period of an item shall commence after receipt of the items in good working condition and from the date of its satisfactory installation/commissioning/demonstration at the project site in NPL, New Delhi. The warranty period shall be extended for the period of delay in satisfactory installation and delay in warranty services.

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

**12. INSTALLATION:** **The equipment should be installed/commissioned and demonstrated, by the supplier at NPL immediately but within two months** in any case after receipt of the item in NPL 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.

13. **GUARANTEE/WARRANTY:**The equipment/instrument must be guaranteed/warranted 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 NPL or at site of the supplier for which to and fro expenses will be borne by the supplier. However, if the items are guaranteed for a period of more than one year, it may be specifically mentioned in the quotation
14. **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.
15. **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 NPL. 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.
16. **AGENCY AGREEMENT BETWEEN THE PRINCIPAL AND INDIAN AGENT – REGARDING INVOLMENT OF FOREIGN PURCHASE :-**
- a. In case Offer is submitted by Indian agent/representative on behalf of foreign Principal, a **certified copy of the Agency Agreement** between the Principal and the Agent must be submitted with the quotation.
  - b. It is mandatory for Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.
  - c. In case the Offer is submitted by Indian Subsidiary of Foreign firm, a copy of certified document must be provided along with Offer.
  - d. 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.
  - e. 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.
17. **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.**

**18. PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:**

- **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.**
- In case of delay either in supply or in installation on part of the supplier, a penalty @ 0.5% per week of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value. **However, no Penalty shall be applicable if the delay in supply or installation, is attributable on the part of NPL.**
- 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 NPL, 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.

**19. 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 air & fares and lodging & boarding charges.

**20. ACCEPTANCE OR REJECTION OF OFFER:** The Director, NPL, New Delhi reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue.

**21. 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.

**22. FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, 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.

**23. 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.

MANUFACTURERS' AUTHORIZATION FORM

(Annexure B)

No: \_\_\_\_\_

Dated: \_\_\_\_\_

**The Director,  
(K/A: Stores & Purchase Officer),  
CSIR- NATIONAL PHYSICAL LABORATORY  
DR. K.S. Krishnan Marg,  
New Delhi- 110012.**

Dear Sir:

We are having factories at \_\_\_\_\_ do hereby authorize M/S \_\_\_\_\_ to submit a bid, negotiate and receive the order from you against your tender enquiry . No other company or firm or individual other than M/S \_\_\_\_\_ is authorized to bid and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per Clause 13 of the General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours  
faithfully,

(Name of manufacturers)

**Note:** This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpriced bid.



**TECHNICAL COMPLIANCE STATEMENT SHEET (Annexure C)**

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

**Technical Compliance statement for**

**(Bidders are requested to make a detailed technical compliance statement here strictly with regard to the NPL tender specifications in the following format)**

S.No	Item	Description	Compliance (Yes/No) with part no and page number in literature	Remarks, If any

**Note:** All the features claimed by the manufacturers should be available in technical product brochure or official webpage. The same need to be highlighted in the submitted technical brochure.

**Please note:**

1. Compliance/Deviation statement compares the specifications of the quoted model to the required specifications. Bids must have supporting documents ( technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

Signature of Authorised Signatory

Name:

Date:

Company Seal:

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**Name of the Bidder \_\_\_\_\_  
No. \_\_\_\_\_

Tender

1	2	3	4	5	6		7		8		9
Sl No	Item Description	Country of origin	Unit	Qty	Unit Price		Total price (5x6)		Charges for Insurance & transportation to port/ place of destination		Total Price (7+8)
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF

Total Bid price in foreign Currency \_\_\_\_\_  
\_\_\_\_\_ in words.**Signature of Bidder****Name:****Business Address:****Note:**

- (a) Indian agents name & address \_\_\_\_\_
- (b) Installation, commissioning & training charges, if any \_\_\_\_\_
- (c) Cost of Spares \_\_\_\_\_
- (d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents.
- (e) The cost of optional items shall be indicated separately.

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA**

Name of the Bidder \_\_\_\_\_  
 No. \_\_\_\_\_

Tender

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of Origin	Unit	Qty	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes if payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.

Total Bid price in Indian Currency \_\_\_\_\_  
 \_\_\_\_\_ in words.

**Signature of Bidder**

**Name:**

**Business Address:**

**Note:**

- (a) The cost of optional items shall be indicated separately.  
 (b) Cost of spares \_\_\_\_\_

## Specification for Muffle Furnace System

### 1. Scope & Application:

The Muffle Furnace is primarily intended to be used for reducing organics on quartz-fiber filters by placing a batch of 47 mm quartz filters in a large alumina crucible and heating up to 900°C.

### 2. General Features

- 2.1 The system shall be complete in all respects and ready for operation as per specifications.
- 2.2 The system shall be new and of latest model from current serial production range of manufacturer. Customized or One off manufactured Model will not be accepted. Offer should be supported with printed catalogue /depiction on company website.
- 2.3 Energy efficient low thermal mass insulation shall be provided.
- 2.4 The installation requirement and environment required for installation and operation of Muffle furnace System should be clearly specified by the bidder/supplier.
- 2.5 The system should be compact and rugged.
- 2.6 Complete set of operational and technical manuals should be provided.
- 2.7 The system must have electrical compatibility with the Indian power outlet in terms of voltage, phase and current.
- 2.8 If UPS is required to run the system smoothly without electrical disturbance, vendors should specify the UPS specifications in terms of power, load and backup time etc.
- 2.9 Easy access to elements and controls, and simple maintenance/servicing is required.
- 2.10 Machine should come with a 3 year warranty from the date of supply
- 2.11 AMC for 3 years must be quoted for the system after the warranty period
- 2.12 Supplier should have exclusive authorization certificate

### 3. Environmental Operation Conditions

Operating Temperature: 15°C to 35°C

Relative Humidity: Up to 80% without condensation.

### 4. Essential Accessories

The vendor should quote all the essential accessories required to make the Muffle Furnace a self sufficient, independent unit, that meets the functionality of the Furnace.

### 5. Spare Parts

The vendor should quote all the spare parts required for smooth functioning of the system for at least three years. The vendor should also clearly mention spare part number, its description and unit price.

S. No.	Parameters	Requirement
6.1	Max temp.	1200°C
6.2	Continuous working temperature	1100 °C
6.3	Temperature range and ramping	Room temperature to 1200 °C in steps no larger than 50 °C per step
6.4	Volume (Liters)	36 or better
6.5	Temperature Stability	Better than $\pm 15^{\circ}\text{C}$
6.6	Internal Dimensions (mm) (W x D x H)	At least 320x450x250
6.7	Thermocouple Type	Rhodium/platinum or equivalent
6.8	Heat up time to maximum temperature	not more than 110 minutes
6.9	Configuration	Bench top/standalone
6.10	Heat safety for user	Parallel action or door to keep heated surface away from the user
6.11	Energy efficient	Energy efficient low thermal mass insulation.
6.12	Heat uniformity	Free radiating wire wound elements for optimum uniformity
6.13	Power rating	Maximum 9 kW
6.14	Phase	Single Phase /Three Phases
6.15	Temperature controller	An microprocessor based PID controller - Eurotherm/Siemens/Honeywell
6.16	Outer skin temperature	Outer skin temperature of furnace at 1200 °C inside the furnace should be less the 70°C
6.17	Tray having multiple holders	Capable of accommodating 2-3 trays that can be inserted at a time containing A4 size filters
6.18	Certification for Safety	<ul style="list-style-type: none"> <li>• Instrument should be according to EMC Directive/2004/108/EC &amp; EN/61326:-2006 or EN61010-1, EN-60519-1, EN-60519-2, EN-61000-6-2, EN 61000-6-4 or <b>Equivalent</b></li> <li>• Furnace must be According to BSEN61010 010:2014 or EN61010-1, EN-60519-1, EN-60519-2, EN-61000-6-2, EN 61000-6-4 or <b>Equivalent</b></li> </ul> <p>Certificate should be attached</p>
6.19	Scope of work	The vendor own complete responsibility for delivery, installation and commissioning of Muffle Furnace System to the satisfaction of respective location specified by the purchasing Institute.