

Ref. No.: 14-VII/PB(2441)14PB/T-42

**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.

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, Near Pusa Campus,
New Delhi-110 012.

From : Director
CSIR-National Physical Laboratory

Tender No.: 14-VII/PB(2441)14PB/T-42	Date: 04.09.2014
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To

Airmail/Speed Post/ Email

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 **25.09.2014 upto 4.30 PM (IST)**. The quotations will be opened on **26.09.2014 at 2.30 P.M (IST)**, onwards in the presence of supplier's representative who wish to present themselves at that time.

Sr. No	Name of item	Qty.	EMD Amount
1.	Air Particle Counter for measuring standard size of particles in clean room area as defined for Class 100, Class 1000, Class 10000 & Class 100000 as per following specifications: a. Laser diode based as per ISO 14644-1, EU GMP and Federal Standard 209E with fully validated recipes to ensure correct performance of clean room classification to these standards. b. Capability to measure particle size at least from 0.3 to 25 µm or better with suitable data display, storage, transfer and print facility. c. Electrical power source as per Indian standard power line 220-240V/50 Hz with battery run time of 3 hours or more. d. Counter and other necessary items should be clean room compatible.	One	<u>30,000/-</u>
	Note: 1. In case quotation is submitted by Indian Agent, the authorization letter issued by their principal to quote on their behalf must be enclosed or foreign principal directly could bid in a tender. One agent can participate in a tender on behalf of one manufacturer. No offer will be entrained if the same Indian agent is representing another manufacturer 2. All the bidders should quote price for each and every item along with consolidate price. 3. This tender enquiry is also available on NPL website www.nplindia.org under Tender link.		

➤ **Please see reverse of the page for terms & conditions**

Yours faithfully,

Section Officer (S&P)

Encl : Annexure- A & C

E-MAIL: spo@nplindia.org

Telefax: 011-45608645, **Fax:** 91-11-45609310

TERMS & CONDITIONS

1. Your prices/rates must be FOB basis up to international Airport including inland freight/ P&F/documents etc. Freight and insurance will be arranged by NPL.
2. The mode of dispatch to be followed by you must be indicated and tentative size and weight of consignment may also be indicated in the quotation.
3. **PERIOD OF DELIVERY:** The delivery period is the essence of supply; hence it must be indicated specifically in the quotation. Please note that delivery period in case of sight payment, will be determined from the date of Order acknowledgement, which has to be submitted within 21 days of the placement of purchase order. In the case of supplies against LC payment the date of delivery will commence from opening of clear LC.
4. All bank charges in the exporting country will be on the exporters account.
5. The blue/catalogue/pamphlets/literature and Instruction Manual must be attached along with your quotation/performs invoice.
6. The shipment through courier services will not be accepted in normal circumstances.
7. The shipment must be effected through our consolidation agent. The details of our consolidation agent will be indicated in our order.
8. **Earnest Money Deposit (EMD) :** EMD in the form of BG (as per Annex.'C') OR FDR/ Bank Draft of a scheduled bank pledged in the name of Director, NPL, New Delhi valid for 180 days for **Rs. 30,000/-** must be submitted along with the offer. EMD shall be refunded without any interest at the earliest after finalization of Purchase. Please note that BG/EMD may be forfeited if a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity.
9. The payment against imports shall be made through irrevocable L/C. **L/C will be opened for 100% FOB value. 90% of L/C** amount shall be released on presentation of complete and clear shipping documents and remaining **10%** shall be released after installation/demonstration/commissioning, subject to submission of PBG of equivalent amount to cover the warranty period. The PBG should remain valid up to 60 days after the expiry of warranty period. **In case of non-submission of PBG after installations/demonstration/commissioning, remaining payment i.e. 10% will be released only after the completion of warranty period.**
10. **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 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.**
11. **COMMENCEMENT OF WARRANTY PERIOD :** The warranty period of an item shall commence from the date of satisfactory installation/commissioning/demonstration at the project site in National Physical Laboratory, New Delhi. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.
12. **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. **PENALTY CLAUSE :** In case of delay in supply and installation/commissioning on part of the supplier, a penalty @ 0.5% per week subject to maximum 10% of Order/FOB value will be charged for delayed period.
16. **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 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.*

BID SECURITY FORM

Whereas (Hereinafter called “the tenderer”) has submitted their offer dated for 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