

Ltd.+ Website Tender

Ref. No.: 14-VI/SK(754)2014PB/T-114

Dated: 23.02.2015

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--Aø

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/SK(754)2014PB/T- 114

Dated:23.02.2015

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 superscribed with our reference no. and addressed to Director, NPL should reach this office latest by **19.03.2015 upto 4.30 PM(IST)**. The quotations will be opened on **20.03.2015** 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>Battery Testing System with Temperature Cycling Facility to perform lifecycle test of the batteries of different chemistries for different parameters such as Charge Capacity, Discharge capacity, Charge and Discharge energy, Temperature Cycling. (See enclosed detailed specifications sheet as Annexure "A").</i></p> <p><i>1. All Enquiries will be entertained only between 2PM to 3PM</i> <i>2. Please send your quotation as per terms and conditions enclosed before the due date specified above.</i> <i>3. One Indian agent cannot quote on behalf of two principals. If so, Both quotations shall be rejected.</i> <i>4. Bid should be submitted in <u>SINGLE BID ONLY</u>.</i></p>	One

Yours Faithfully

Section Officer (S&P)

E-MAIL: spo@mail.nplindia.org,

Telefax. : 011-45608645

Specifications of Battery Testing System with Temperature Cycling Facility

It is proposed to use the system to perform life cycle test of the batteries of different chemistries for different parameters such as Charge Capacity, Discharge Capacity, Charge and Discharge Energy, Temperature Cycling. System should have following features:

- It should be possible to perform Charge Discharge Cycle Tests with Constant Current, Constant Voltage, and Constant Load & Constant Power mode.
- It should have facility to use different charge & discharge functions such as Constant, Ramp Staircase, formula and pulse.
- System should use Bipolar Linear circuitry.
- The system should have facility for on line measurement of DC internal resistance.
- Channel paralleling for high current charge & discharge tests.
- **Dynamic data acquisition with user programmable criteria for time, current & voltage change.**
- Software should have facility to set different values of above parameters for charge & discharge cycles
- It should be possible to modify test conditions in a protocol being run. The software should execute such changes during the run itself.
- System should employ four point Kelvin measurement
- **System should have following safety features: Individual Channel Based Hardware Voltage Clamp, watch dog to monitor internal communication, Software Safety Limits and Step Limits**
- Maximum Charge / Discharge Current: 1Amp
- Current & Voltage Resolution 16 Bits
- **No of Channels: 8 Channels**
- **System should have same maximum charge voltage and discharge voltage of +/- 12 Volts with a resolution of +/- 0.05% of Full Scale range.**
- **Minimum voltage at maximum current -12V at 1 A**
- **Current Ranges: 1A, 100 mA and 1 mA with an accuracy of +/- 0.05 % of FSR**
- System should have 16 bit ADC for best possible resolution of measured value.
- **No switching time between charge and discharge cycles**
- **System should have cross zero linearity to ensure better performance in charge and discharge cycles.**
- **System should be air-cooled**
- **Hardware and software for control of third party temperature chamber for thermal cycling of batteries.**
- Battery testing system software should be based on Windows platform with the possibility of Boolean control of test parameters, possibility to view the channel status, program parameters, graphical output, **facility to program and control the third party temperature chambers.**
- System should be supplied with PC for data acquisition.

Offer should include following optional accessories:

- Auxiliary hardware to monitor individual cell voltage & temperature measurement of battery pack.
- Temperature Chamber it should have following specifications: Temperature range: -20°C to 120°C (±0.5°C fluctuation at control sensor after stabilization)
- Temperature cycling rate: 5°C/m
- Interior volume: ×1.25 cubic feet
- High Speed pulse testing function to perform single or multiple customized pulse profiles to test the batteries as per CDMA or GSM protocol.

TERMS & CONDITIONS

1. PRICES

THE BIDDER SHOULD QUOTE PRICES FOR EACH AND EVERY ITEM SEPERATELY ALONG WITH THE CONSOLIDATED PRICES APPLICABLE FOR BOTH INDIGENOUS AND IMPORTED ITEMS IF ANY.

a) For goods manufactured in India:

- (i) The price of goods quoted Ex-Works including taxes already paid.
- (ii) VAT 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.

b) 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.

2. 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.**

3. **Sales Tax:** We are not authorized to issue any Sales Tax Form :-Cø & :-Dø 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.

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, which ever 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. **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.
8. **PERFORMANCE SECURITY:** All the successful bidders will have to submit the Performance Bank Guarantee or establish a Standby Letter of Credit (SLOC) or a Bankers cheque / or FDR pledged in favour of DIRECTOR, NPL for required amount as per payment terms mentioned at clause 09 below except where supplier opts for release of amount equivalent to PBG after expiry of warranty period. The PBG format shall be provided to the successful bidder later on along with the purchase order.
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. However, supplier will be required either to submit performance bank guarantee (PBG) for **10%** amount of the total value of equipment, after installation of the material, valid up to 60 days after the expiry of warranty period or the equivalent amount shall be released after expiry of the satisfactory warranty period.
- B. **FOR IMPORTS:**
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 satisfactory installation/demonstration/commissioning, subject to submission of 10% PBG 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. **COMMENCEMENT OF WARRANTY PERIOD:** 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 and validity of Performance Guarantee 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 in any case within **TWO MONTHS** 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. **SPARE PARTS:** Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least seven years from the date of supply.

15. **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.

16. **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.

17. **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 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.

18. **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.**

19. **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 in supply and/or late installation of the equipment/instrument 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.
- 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.

20. **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.
21. **NON-SUBMISSION OF TENDER:** In case you are unable to submit your quotation against our tender enquiry we would appreciate and expect a note of regret from your side giving in brief, reasons for not quoting.
22. **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.
23. **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.
24. **INTERIM ENQUIRIES:** No interim inquiries will be attended.
25. **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.
26. **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 or unwilling to act, to the sole arbitration of some other person appointed by him 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.

