

Ltd.+ Website Tender

Ref. No.: 17(1068)/15-PB/T-05

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 'H'; failing which the offer not be considered.



**CSIR - NATIONAL PHYSICAL
LABORATORY**

(Council of Scientific & Industrial



Limited + Web Tender Notice No: 01/2015

Director, NPL invites tenders in closed/sealed covers with wax/cello tape/ company seal under **two bid systems** from the reputed **Manufacturers/ Suppliers/ Dealers/ Distributors based in India** for the supply of the following item(s):

S. NO.	TENDER NO.	BRIEF DETAILS OF ITEM(S)	QTY	EMD (In `)
1.	17(1068)/15-PB/ T-05	Server See Annexure – I for details	6 Nos.	50,000

Tender Documents with complete terms & conditions, technical specifications etc. can be downloaded from NPL website <http://www.nplindia.org> [Under link of “Tenders/Pre-Indent” → “Tender Notifications”] free of cost. Alternatively, the same can be obtained from this office Room No. 228. Purchase Branch up to **June 05, 2015** against a request letter. Last date of receipt of complete tender(s) is **June 08, 2015 up to 12.30 am. (IST)**. The date of opening of technical bid(s) is **June 08, 2015 at 02:30 P.M. (IST)** onwards in the presence of tenderer who wish to be present.

Further corrigendum/amendments, if any, will be posted in NPL website: <http://www.nplindia.org>

(Stores & Purchase Officer)

Annexure-I (Server Specifications)

Processor	Two numbers of Six Core Xeon E5-2620 v3 2.4GHz 1866MHz 85W or above.
Processor L3 Cache Memory	15MB Level 3 cache or higher
Memory	Two 16GB or more of DDR4 Memory (2Rx4, 1.2V) PC4-17000 CL15 2133MHz LP RDIMM scalable to 1.5 TB. Extended ECC, Memory Rank Sparing, and Memory Mirroring.
Chipset	Intel® C612 Chipset or better
Storage Controller	Supplied with Integrated RAID levels 0, 1, and 10 standard Controller with Zero maintenance Cache and RAID 5 Upgrade, no battery backup.
Hard Disk Drive	5 X 600GB 10K 6Gbps SAS 2.5in G3HS HDD Hot Plug SFF may be expandable upto 24 Nos Drives or more
Drive Bays	8 SFF Drive bays or more
System Fans	Minimum 4
Optical Drive	DVD RW 8X or higher (Internal or External)
Interfaces/PCI Slots	Should be supplied with 5 PCI Slots. May support Up to 9 PCI slots or more.
Fiber Channel HBA	Should be supplied with 1 or more no. of 8 Gb Dual Port HBA
Network Interface	Server should be supplied with 4 x 1Gb or more Ethernet ports along with dedicated 1Gbps Mgmt port (with driver for all Linux Versions)
Ports	2 front or more and 2 rear or more USB 2.0 ports; 1 front or more, 2 rear or more, and 1 or more, internal USB 3.0 ports
Form Factor /Cabinet Type	2U Rack Mountable
System Fans	Redundant & Hot Plug Fans
Power Supply	Hot Plug & Redundant Power Supplies (1+1 configuration)
Trusted Platform Module	To be supplied with TPM 1.2. Trusted Platform Module microcontroller chip that can securely store artifacts used to authenticate the server platform. These artifacts can include passwords, certificates and encryption keys.
Hardware Failure Alert	Pre Failure Alert on Processors, memory, VRM, drives, power supplies, and fans. Same should be clearly specified in Datasheet.
	Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.
	Should support automatic event handling that allows configuring policies to notify failures via e-mail, pager, or SMS gateway or automatic execution of scripts.
OS Support	CentOS 7, Microsoft Windows Server 2012 R2, Red Hat Enterprise Linux 6 and 7.
Industry Standard Compliance	ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, USB 2.0 and 3.0 Compliance and Support.
Security	Power-on password, Serial interface control, Administrator's password
	Server management software (local as well as remote). ROM based setup utilities, automatic server recovery. It should monitor and record changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur.
	Server should have dedicated 1Gbps remote management port
	System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive.
System Management	Server should support agentless management using the out-of-band remote management port.
Cables	All necessary power cables required for the servers
Warranty	Three years onsite warranty. Pre failure warranty on Processors, memory, VRM, drives, power supplies, and fans The warranty period will start from the date of final acceptance of the systems after successful installation and commissioning of complete supply.
Benchmarks	Server quoted should have published SPEC benchmark with the quoted processor and copy should be submitted.
Installation	Onsite installation of servers comprising of above items and configuration of OS will have to be carried out by the supplier at CSIR-NPL, New Delhi
Acceptance Criteria	All items should be from original manufacturers and should be shipped from original packing with OEM part numbers. All the servers should be installed, tested and demonstrated to full satisfaction with all the features and functions at CSIR-NPL, New Delhi.



CSIR - NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

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Limited + Web Tender Notice No.- 01/2015

May 20, 2015

TENDER DOCUMENT FOR OPEN/ GLOBAL TENDER

(GENERAL TERMS & CONDITIONS INCLUDING INSTRUCTION TO BIDDERS AND CONDITIONS OF CONTRACT)

1. **GENERAL:** Quotations in closed cover under two bid system are invited on behalf of the Director, CSIR- National Physical Laboratory (NPL), New Delhi from reputed Manufacturers/ Suppliers/ Dealers/ Distributors based in India. **The offer/ quotation must be strictly as per required specifications and the tender terms & conditions.**

ELIGIBILITY CRITERIA: *The Bidders should comply fully with the Technical Specifications in the tender documents.*

2. **PREPARATION AND SUBMISSION OF OFFERS:**

- a) Quotation should be submitted directly by the original manufacturer/supplier or its authorized distributor/dealer. In case of bid by authorized dealer/distributor, the manufacturer authorization should be attached with the technical bid as per **Annexure**.
- b) Bidder shall furnish the certificate to the effect that the bidder is equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
- c) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
- d) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- e) Before the deadline for submission of the bid, CSIR-NPL reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/ email and will also be hosted on CSIR-NPL website.
- f) Conditional tenders will be summarily rejected.
- g) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.
- h) No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.
- i) In case of (g) above, first envelope marked "WITHDRAWAL" shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.
- j) The quotation should be addressed to the Director, CSIR-National Physical Laboratory, Dr. K. S. Krishnan Road, New Delhi-110012 and sent to the Controller of Stores & Purchase.
- k) Each offer/quotation should be kept in separate envelope against each item of the tender notice.
- l) For items covered under Two-Bid -Tender System, quotation/offer should be submitted in two separate envelopes containing Techno-Commercial bid and Price bid and these put in one envelope. \
- m) The outer cover containing the offer/quote must be super-scribed only with the respective Tender No. (NOT the Open/Global Tender Notice No.), Due Date and Date of Opening of tender.
- n) **The offers must contain** the following documents :-
 - (A) **Techno-commercial offers must contain:**
 - (i) Manufacturer authorization (as per clause 2(a)).
 - (ii) - deleted -
 - (iii) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
 - (iv) Compliance statement/questionnaire of tender terms and conditions as per **Annexure-'A'**
 - (v) Compliance statement of specifications as per **Annexure- 'B'**
 - (vi) Bid Security/EMD (as per clause -4) as per **Annexure- 'C'**

- (vii) In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC as per clause (4(a)).
- (viii) Copies of previous supply orders (as per clause 9(c) and clause 24) as per **Annexure –‘G’**.
- (ix) Details of supplies of similar equipments as per clause 9(d).

(B) Price Bid offers must contain: (Only in case of two bid system)

- (i.) Bid price as per clause 5 in format enclosed as **Annexure- ‘D’** or **Annexure- ‘E’** as applicable.
- (ii.) Certificate of price reasonability as per clause 9(b).

3. DUE & OPENING DATES: The Offer/Quotations must **reach** at NPL on or before **June 08, 2015 up to 12.30 pm. (IST)**

The tenders will be **opened** at **02:30 PM (IST) Onwards on June 08, 2015** 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. No request for extension in the date of submission & opening of tender will be entertained. However CSIR-NPL, may at its discretion, extend the deadline for submission of bids under intimation to bidders.

4. EARNEST MONEY DEPOSIT (EMD):

- a. EMD in the form of Bank guarantee (**As per format enclosed as ANNEXURE- ‘C’**) or Term Deposit Receipt/FDR or Bank Draft of a scheduled bank pledged in the name of Director, CSIR-NPL, New Delhi **valid for 90 days** from the date of opening of the tender for the required amount as mentioned in the tender notice separate for each item must be submitted along with the quotation (with the techno-commercial quotation in case of two-bid system and photocopy of the same enclosed with the price bid. The firm registered with DGS&D/NSIC as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item. The party must therefore, submit a pre-receipted Bill in triplicate along with the quotation (in case of EMD sent in form of Bank Draft) to enable us to refund their EMD.
- b. The bid security /EMD may be forfeited if a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity.

5. PRICES

Bid prices should be filled in the appropriate format enclosed as **Annexure ‘E’**.

ALL THE BIDDERS SHOULD QUOTE PRICES FOR EACH AND EVERY ITEM SEPERATELY ALONG WITH THE CONSOLIDATED PRICES APPLICABLE FOR ALL ITEMS.

- A.
 - (i) Your prices/ rates must be on FOR NPL basis including transportation, insurance, P&F etc.
 - (ii) 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.
 - (iii) The installation, commissioning and networking charges including any incidental services, if any.

B. – deleted -

C. 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.**

D. 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. Rates of applicable VAT and other taxes payable, if any, shall be clearly mentioned

6. VALIDITY OF OFFER :

The prices must be valid at least for a period of **90 days** 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.

7. EVALUATION OF BIDS: Before submission of bid, the bidder is expected to examine all the instructions, forms, terms and specifications in the bidding document and should ensure that the following conditions are fulfilled:

- a) Bidder Information form as per **Annexure-‘H’**.
- b) The price schedule should be enclosed and must be signed.
- c) The bid validity should not be shorter than required.
- d) The manufacturer’s authorization should be enclosed in case the bidder is authorized dealer/ distributor.
- e) The bidders should agree to provide the Performance Security.
- f) The quoted goods should be as per required specifications.
- g) In case the bid is substantially responsive, the purchase may request that bidder may submit the necessary information, documentations, within a reasonable period of time, to rectify, non-material, non-conformities or omission in the bid related to documentation requirements. Failure of the bidders to comply with the request may result in the rejection of its bids. But in case of the material deviation/reservation or

omission which limits or is inconsistent with the bidding documents and the Purchaser's Rights or Bidders obligation under the contract or which if rectified, would unfairly affect the other bidders, the bid will be rejected.

- h) The Purchaser shall correct arithmetical errors on the following basis:
 - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
 - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- i) - deleted
- j) The bids shall be evaluated on the basis of final landing cost as per **Annexure –‘E’**.
- k) The comparison shall be made on FOR destination basis.
- l) – deleted-
- m) The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

8. 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.**

9. **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. (As per **Annexure –‘G’**).
- 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.

10. **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, wherever applicable.

11. **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.**

12. **COMPLIANCE STATEMENTS:**

- a) **Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE-‘B’.** 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) Similarly, **the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure –‘A’**, along with quotation (with techno- commercial bid in case of two bid tender system).
- c) The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.

13. **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. **However, the delivery period shouldn't exceed 4 weeks time from the date of Purchase Order.**

- 14. 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 **15** 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.
- 15. PAYMENT CONDITION:**
IMPORT : The payment shall be made through Inland Letter of Credit (L/C). L/C will be opened for 100% order value. 80% of L/C amount shall be released on receipt of material at NPL in good order & condition subject to the physical inspection, 10% shall be released after completion of satisfactory installation, commissioning and performance of the equipment at NPL, New Delhi and after certification by our expert/user scientist and remaining 10% after submission of 10% Performance Bank Guarantee (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 satisfactory warranty period.
INDIGNOUS: Payment Shall be released after 30days of supply of the material at the NPL Stores provided the items are installed satisfactory as certified by the user subject to submission of P.B.G. 10% of the order value.
- 16. 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.
- 17. NO ADVANCE PAYMENT:** Normally advance payments shall not be made to any Supplier in exceptional cases payment can be made against delivery basis on specific request of the Vendor.
- 18. 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.
- 19. GUARANTEE/WARRANTY:** (A) The equipment must be guaranteed/ warranted for a period of at least **three years, as specifically mentioned 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 all expenses will be borne by the supplier. (B) Further, two years extended Warranty must be quoted separately which shall not be taken in to account for financial comparison.
- 20. 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.
- 21. 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.
- 22. 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.
 - 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.
- 23. – deleted-**
- 24. 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.**
- 25. 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 and/or late installation of the equipment/instrument on part of the supplier, **a penalty @ 0.50% per week of total Order value will be charged for delayed period, subject to a maximum of 10% of the total order value.**

- 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 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.

26. ~~– deleted–~~

27. **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.

28. **DELETION OF NAME :** Names of bidders, backing-out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by them, if any.

29. **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.

30. **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.

31. **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.

32. **INTERIM ENQUIRIES:** Interim inquiries will not be attended to / entertained.

33. **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, it's 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.

34. **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.

35. **FRAUD AND CORRUPTION**

The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

(i) **"Corrupt practice"** means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

- (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) **“Collusive practice”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
 - (iv) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

-Sd/-
(Stores & Purchase Officer)

Encl:

1. Format for Compliance of Terms & Conditions.
2. Different Forms/ Formats enclosed as Annexure(s)
3. Set of Specifications

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: _____

Due Date _____

NOTE:

1. Quotation will not be considered without submission of this format.
2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.
3. Kindly see the relevant terms & conditions of the tender document as mentioned in Col. No. 3 in each question before replying to the questions mentioned in Col. 2 below).

SNo	Terms & condition of Tender document	Relevant Clause No. of the tender terms & conditions of the tender	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4	5
1	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India (Please specify)	Clause 2(a)		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer	Clause 2(a)		
	c) Whether the agent is registered with DGS&D/NSIC	Clause 4(a)		
2	a) Whether the Techno-commercial and price bids (for two bid tender system only) have been kept in separate envelopes duly marked with "Techno-commercial Bid" and "Price Bids" respectively.	Clause 2(l)		
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes.	Clause 2 (m)		
3	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.	Clause 2(n)(A)		

4	a) Whether the required EMD is being submitted with the quotation	Clause 4		
	b) Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date & amount of EMD documents.) or Bid Security Format at Annexure -‘C’	Clause 4		
	c) Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)	Clause 4		
5	a) If the prices are on FOR, NPL basis	Clause 5 (A)		
	b) Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms.	Clause 5 (D)		
6	a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation	Clause 5 (A), (C) & (D)		
7	Have you mentioned the validity period of the quotation as per our requirements	Clause 6		
8	a) Whether the Price reasonability Certificate is submitted with quotation	Clause 9 (b)		
	b) Whether copies of last two supply orders of the same item from other customers have been attached with the quotation	Clause 9 (c)		
	c) If there is any difference in prices of last two orders & those quoted to us. If yes, please give reasons for the same	Clause 9 (c)		
	d) Whether supplied in CSIR Labs.	Clause 9 (d)		
9	Whether rates/amount of AMC after the warranty period is over has been mentioned	Clause 10		
10	Have you gone through the specification Clause & complied with the same	Clause 11 (A) & (B)		
11	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted			

12	Whether compliance statement of specifications has been attached with the quotation.	Clause 12 (a) & annexure- 'B'		
13	a) Whether the delivery period for supply of the items has been mentioned	Clause 13		
	b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated	Clause 13		
14	Do you agree to the submission of Performance Bank Guarantee/Standby L/C and have you mentioned in your quotation about this.	Clause 14		
15	Do you agree with the payment terms for indigenous supplies?	Clause 15		No deviation permitted
16	Do you agree about the date of commencement of warranty period & its extension is necessary.	Clause 16		
17	a) Who will install/commission and demonstrate the equipment at NPL, FREE OF COST.	Clause 18		
18	Have you mentioned the guarantee/warranty period in your quotation and do you agree with guarantee clause?	Clause 19		
19	Spare parts	Clause 20		
20	After Sales service	Clause 21		
21	a) Do you agree that on receipt of material in damaged condition or short supply you will replace the same free of cost.	Clause 22 (b)		
	b) Do you agree with the clause of physical inspection?	Clause 22 (c)		
22	- deleted-			

23	Whether list of specific user's for the same item & model as quoted along-with performance certificates from the users is submitted with offer	Clause 24		
24	Whether you agree to the penalty clause for late delivery & installation?	Clause 25 (a to c)		
25	- deleted -			
26	a) Whether all the pages have been page numbered?	Clause 31		
	b) Whether quotation has been signed and designation & name of signatory mentioned.	Clause 31		
27	Do you agree to settle the issue as per the terms of Clause -34 of tender documents?	Clause 34		

We hereby agree to abide of all other terms and conditions of the tender document.

Signatures of the authorized signatory _____

Name of the signatory _____

Designation _____

Name & Seal of the quoting party _____

Dated: _____

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

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

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____

Tender No. _____

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	VAT & other taxes like excise duty 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 foreign Currency _____ in words.

Signature of Bidder**Name:****Business Address:****Note:**

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

PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm _____

Order placed by {Full address of Purchaser}	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily? <i>(Attach a certificate from the Purchaser/ Consigner)</i>	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

BIDDER INFORMATION FORM

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm]

Date: *[Insert date (as day, month and year) of Bid Submission]*

Tender No.: *[Insert number from invitation of bids]*

Page 1 of _____ pages

1. Bidder’s Legal Name *[Insert Bidder’s legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each [arty in JV]*
3. Bidders actual or intended Country of Registration : *[insert actual or intended country of registration]*
4. Bidder’s year of registration: *[insert Bidder’s year of registration]*
5. Bidder’s Legal Address in Country of Registration: *[insert bidder’s legal address in country of registration]*
6. Bidder’s Authorization Representative Information
Name: *[insert Authorization Representative’s name]*
Address: *[insert Authorization Representative’s address]*
Telephone/Fax numbers: *[insert Authorization Representative’s telephone/fax numbers]*
Email address: *[insert Authorization Representative’s email address]*
7. Attach are copies of original documents of : *[check the box(es) of the attached original documents]*
Articles of Incorporation or Registration of firm names in 1 above.