



CSIR - NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

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Open Tender Notice No: 01/2013

Director, CSIR-NPL invites tenders in closed/sealed covers with wax/cello tape/ company seal from the reputed original manufacturer/Supplier or it's Sole Authorized Distributor/Dealer/Indian Agent for the supply of the following items under Annual Rate Contract:

SN.	Tender No.	Item(s)	EMD (₹)
01	3(1331)13-14PB/T-03	Laboratory Chemicals	20,000/-
02	3(1332)13-14PB/T-04	Laboratory Plastic Ware	20,000/-
03	3(1333)13-14PB/T-05	Laboratory Glass Ware	20,000/-
04	3(1334)13-14PB/T-06	Laboratory Filter Papers	20,000/-
05	3(1335)13-14PB/T-07	Nitrogen and Argon Gases having UHP Grade, Purity 99.999% (7 cubic meters is each Cylinder- on returnable basis)	30,000/-

Interested parties may download the Tender Documents along with terms and conditions directly from NPL website <http://www.nplindia.org> [under links of Tenders/Pre-indent →Tender notifications] free of cost & submit them along with above prescribed EMD. Alternatively, the same can be obtained from this office Room No.-228, **up to 13 May, 2013**, against separate written request on Letter Head for each category of item along with the non refundable & non- transferable tender fee of ₹ 300/= by Demand Draft drawn in favour of Director, NPL, New Delhi. Last date of receipt of tenders is **14th May, 2013 up to 04.30 PM (IST)**. The Date of opening of tender is **15th May, 2013 at 10.30 A.M. (IST)** onwards in the presence of tenderers, who wish to be present. All rights are reserved with Director, CSIR-NPL.

**Controller of Stores and Purchase
For Director, CSIR-NPL**

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

SN.	Tender No.	Item(s)	EMD (₹)
01	3(1331)13-14PB/T-03	Laboratory Chemicals	20,000/-
02	3(1332)13-14PB/T-04	Laboratory Plastic Ware	20,000/-
03	3(1333)13-14PB/T-05	Laboratory Glass Ware	20,000/-
04	3(1334)13-14PB/T-06	Laboratory Filter Papers	20,000/-
05	3(1335)13-14PB/T-07	Nitrogen and Argon Gases having UHP Grade, Purity 99.999% (7 cubic meters is each Cylinder- on returnable basis)	30,000/-

- 1. Director, CSIR-NPL invites tenders in closed/sealed covers with wax/cello tape/ company seal from the reputed manufacturers for the supply of the above items under Annual Rate Contract.**
 - (i) Quotation should be submitted directly by the original manufacturer/supplier or its Sole Authorized Distributor/ Dealer/ Indian Agent. In case of bid by Authorized Distributor/ Dealer/ Indian Agent, the manufacturer authorization should be attached with the bid(s).
 - (ii) **The outer cover containing the offer/quote must be super-scribed only with the respective Tender No. (NOT the Open Tender Notice No.), Due Date and Date of Opening of tender.**

- 2. VALIDITY:** The Rate Contract(s) shall be valid till 30.05.2014. It can be further extended further for 3 (three) months, if required.

- 3. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):**
 - a)** Separate EMDs in the form of a Bank Guarantee as per format enclosed as per **ANNEXURE- 'A'** or a Bank Draft drawn on a Scheduled Bank in favour of Director, NPL, New Delhi valid for 180 days from the date of opening of the tender for the required amount as mentioned in the tender notice for each item must be submitted along with each quotation(s) separately.
 - b)** The vendors registered with DGS&D/NSIC as manufacturer for the supply of the same category of items for which they are submitting the quotations will be exempted from submission of EMD. Such intended vendors shall have to give the request for waiver of EMD along with proof of registration with their respective quotation(s).
 - c)** EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the Rate Contract of concerned item. The party must, therefore, submit a pre-receipted Bill in triplicate along with the quotation in case of EMD sent in the form of Bank Draft) to enable to refund it.
 - d)** 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.
 - e)** Offers received without EMD/ Proof of EMD, waiver shall be summarily rejected.

- 4. PRICES:**
 - (i) **For items at S. Nos. 1 to 4 :** Vendors are requested to submit their separate offers along with latest Price List(s) duly offering maximum discount on it for each category of Items for consideration. Only printed price list(s) submitted along with offer will be acceptable for consideration.

- (ii) **For items at S. No. 5: Vendors should offer their lowest rates, per cubic meter in the packing of Cylinders having 7 cubic meters capacity (on returnable basis), subject to additional conditions mentioned in ANNEXURE-B, apart from general terms & conditions contained herein.**

No upward revision of prices shall be acceptable under any circumstances. In case of downwards revision of prices during the currency of the Rate Contract; the reduced prices shall be applicable. A certificate stating that maximum discount is being given and no other Govt. organization is being benefited more than this discount. **All Quotation must include with Bidder Information Form as per ANNEXURE-‘ C’.**

5. Quoting vendors are requested to furnish the details of such Govt. /Semi Govt. Organizations to whom similar supplies are made in during past three years
6. The material for which a Rate Contract is finalized will not be supplied by the enlisted Vendors on lesser rates to any other Govt. institution. If the same is found, the proportionate recovery shall be made immediately from the pending bills or otherwise.
7. The Rate Contract will only be placed with registered & reputed Indian manufacturers or authorized distributors of foreign manufacturers who are authorized for supplying the stores. Vendors shall have to submit copy of their registration from the concerned statutory authorities or authorized distributorship certificate from their overseas Principals along with their quotations.
8. Since the time is the essence of the Rate Contract, the Purchase Order issued against R/C should be executed quickly and well within the delivery period mentioned in NPL Rate Contract(s)/ Purchase Order(s). In case, if Vendors fails to supply the stores within stipulated period the Director, CSIR-NPL reserves the right to not to accept the supplies either in part or full and to claim Liquidated Damages (L.D.) @ 1% per week or part thereof, subject to a maximum of 10% of the total value of stores not supplied within the prescribed delivery period.
9. Director CSIR-NPL reserves the right to place any parallel Rate Contract(s) for similar items at any point of time during the currency of Rate Contract (R/C) with one or more vendors/manufacturers.
10. The prices should be offered on Free Delivery at CSIR-NPL Stores, New Delhi - 110012 basis, inclusive of packing, forwarding and insurance covering all risks from warehouse to warehouse in your favour. For any Damages/Shortages/Pilferages during transit, Vendor shall be responsible and such supplies must be replaced normally within 7 working days by the Vendor.
11. The material must be supplied in one lot. Normally part supplies will not be acceptable. The supplies must be as per NPL Purchase Order and if it is found defective, the same shall be replaced immediately free of charge by the Vendor(s).
12. The orders will be placed irrespective of value as per the current requirement of NPL.
13. Force majeure clause as defined under Sales of Goods & Contract Act shall be applicable.
14. **Payments:** Normally the payment for supplies will be made within 30 days after receipt of material in good order & condition, meeting the ordered quality/conforming to the specification & quantity and acceptance thereof. NPL being a Public Funded entity under DSIR, Govt. of India, **no advance payment shall be made.**
15. *Tender received after due date will not be accepted under any circumstances. No fax/E-mail quote would be accepted.*
16. *Wherever necessary* samples should be submitted, if required.

17. Director, NPL reserves the right to place order(s) with any other Vendor(s) or to cancel/terminate the Rate Contract(s) without assigning any reasons whatsoever.
18. All disputes arising out of the Rate Contract(s) shall be referred to the sole arbitration of the Director, CSIR-National Physical Laboratory, New Delhi; whose award shall be final & binding on the parties to the dispute. The venue of arbitration shall be National Physical Laboratory, New Delhi. All legal proceedings, if any, in this respect shall be subject to the jurisdiction of Courts in Delhi only.
19. Offers for required items of indigenous manufacturer or of foreign make, available from ready stock, can be considered. Any offer to supply on Forward Delivery basis under supplier's own import quote license will also be considered. In such a case indicate ICT No. name and address of foreign principals. Specific mention should be made wherever the delivery will be ex-stock or Stores will have to be imported or obtained from the works and the time required for delivery after receipt of the order.
20. NPL-CSIR is 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, as applicable on such items falling in the preview of above notifications should be shown separately. The necessary Exemption Certificate shall be issued NPL on for such items on written request from Vendor(s). No charges other than those mentioned clearly in the quotation will be paid.**
21. All offers shall be kept valid for Ninety (90) days from the date of opening of the Quotations, No revision in prices shall be allowed after opening the quotations.
22. The rate of Sales Tax, Central Excise Duty etc. should be clearly indicated where ever chargeable. This office is not eligible to issue "C" or "D" from However the concessional rate of Central Sales Tax admissible to Research Institutions on purchase of scientific instruments/equipment etc. from certain State like Maharashtra, Delhi, West Bengal, Tamil Nadu etc. is applicable to this Laboratory.
23. In case any of item(s) are on the current running rate contract lists with DGS &D; please quote DGS&D rate with DGS&D R/C reference(s) and also submit a copy of the relevant DGS&D RATE CONTRACT(s) along with the quotations.
24. The quotation should be duly signed by an authorized person of the firm. The name and status of the signatory should be clearly indicated. **UNSIGNED QUOTATIONS WILL NOT BE CONSIDERED.** Tenders containing erasure or alteration will not be considered unless otherwise authenticate by the Bidder.
25. Technical literature/ leaflets and complete specifications of quoted items(s), as applicable, should be attached with the offers.
26. The quotations are liable to be rejected if any of the above conditions are not complied with.
27. Please indicate the name of your Bankers and permanent TIN Account Number in the quotation.
28. Printed conditions of tender, including those on the reverse or otherwise sent along with the tender, if any, shall not be binding upon us.
29. All the Bids so received will be opened and evaluated techno-commercially to examine their conformity with NPL requirements and stipulated terms & conditions to ensure their responsiveness. Any Bid(s) not meeting NPL requirement and stipulated terms & conditions will be declared non-responsive and shall be summarily rejected.
30. Director NPL, reserves the right to reject any/all the tenders received or cancel or amend the tender at anytime without assigning any reasons thereto.

**Controller of Stores and Purchase
For Director, CSIR-NPL**

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

ADDITIONAL TERMS & CONDITIONS

[For Item at S. No. 5 i. e. tender no. 3(1335)13-14PB/T-07 for supply of Nitrogen and Argon Gases having UHP Grade, Purity 99.999% (7 cubic meters is each Cylinder –on refundable basis) under Rate Contract]

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

- A.** All cylinders are required to be examined/tested periodically as per the Gas Cylinder Rules,1981. Responsibility for compliance with this rests with the Vendor, who will carry out test as may be required.
- B.** All gas cylinders are required to be painted as and when necessary to the appropriate colour –code specified in the Gas Cylinder Rules, 1981. Responsibility for compliance with this rests with the Vendor, who will carry out test as may be required.
- C.** It will be Vendor’s responsibility to possess valid Explosive Licenses for all industrial Gases on Rate Contract for manufacturing and storing till safe delivery of Industrial Gases to the NPL during the entire operating of the Rate Contract.
- D.** Specification for Gas Cylinder: Gas Cylinders shall conform to Gas Cylinder Rules, 1981, any other rules as current and to specifications approval by the Chief Controller of Explosive, Government of India.
- E.** **Cylinder Rent:** Since supply is being made in the Vendor’s returnable cylinders of capacity 7 Cu M for such gases covered by this rate contract, the empty cylinders will be returned to the Vendor(s) within Rent FREE Period of 15 days calculated from the date of delivery of filled cylinders to the date of collection of empty cylinders by the Vendor. If the cylinders are not returned within the period specified above, cylinder holding charges per cylinder per day or part thereof will be payable for the period in excess of the free-loan period. However, such rental should be quoted along with the offer and will be subject to mutual agreement.
- F.** The tenderers must submit valid Explosive License issued by concerned authority for the required Gases along with their offer.

VENDOR’S DECLARATION FORM

[The interested vendor shall fill in this form and should submit along with tender document without fail. This should be done on the letter head of the firm]

1. Vendor’s Legal Name :

2. Vendor’s actual or intended Country of Registration :

3. Vendor’s Legal Address in Country of Registration :

4. Vendor’s Authorized Representative Information

Name :

Designation :

Address :

Telephone/Fax numbers :

Email Address :

5. Please provide following details in reference of firm, as applicable

TIN NO. :

PAN NO. :

TAN NO. :

6. Bank Account /RTGS Information

Name & Address of the Account Holder :

Bank Account No. :

Bank Account Type :

Name of Bank & Branch Address :

IFSC Code :

MICR No. :

(Authorized Signatory)
Date & Seal