

Ltd.+ Website Tender

Ref. No.: 3(1376)14-15-PB/T-75

**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 'C'; failing which the offer not be considered.

1. **GENERAL:** Quotations in **closed/sealed covers with wax/cello tape/ company seal** under TWO BID SYSTEMS are invited on behalf of the Director, CSIR- National Physical Laboratory (NPL), New Delhi **from** the reputed manufacturers for the supply of the above mentioned item(s) under Annual Rate Contract. **The offer/ quotation must be strictly as per required specifications and all the terms & conditions of the tender document.**
2. **PREPARATION AND SUBMISSION OF OFFERS:**
 - a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer/Indian Agent. In case of bid by authorized dealer/distributor/Indian Agent, the manufacturer authorization should be attached with the technical bid as per **Annexure-‘D’**.
 - b) 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.
 - c) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
 - d) Before the deadline for submission of the bid, 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 NPL website.
 - e) Conditional tenders will be summarily rejected.
 - f) 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.
 - g) 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.
 - h) 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.
 - i) The quotation should be addressed to the Director, National Physical Laboratory, Dr. K. S. Krishnan Road, New Delhi-12 and sent to the Controller of Stores & Purchase.
 - j) Each offer/quotation should be kept in separate envelope against each item of the tender notice.
 - k) **For items covered under Two-Bid -Tender Systems, quotation/offer should be submitted in two separate envelopes containing Techno-Commercial Bid and Price Bid and these put in one envelope.**
 - l) **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.**
 - m) **The offers must contain** the following documents :-
 - (A) **Techno-commercial offers must contain:**
 - (i) Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’**
 - (ii) Bid Security/EMD (as per clause -5) as per **Annexure- ‘B’**
 - (iii) Vendor Declaration Form as per **Annexure –‘C’**.
 - (iv) In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC as per clause (5(b)).
 - (v) Copies of previous supply orders (as per clause 8(c)).
 - (B) **Price Bid offers must contain:**
 - (i.) Bid price as per clause 6
 - (ii.) Certificate of price reasonability as per clause 8(b).

3. **DUE & OPENING DATES:** The Offer/Quotations must **reach** at CSIR-NPL on or before **January 7th, 2015 up to 2.30 pm. (IST)** The tenders will be **opened** at **03.00 pm. (IST) Onwards on the same day i.e. January 7th, 2015** in the presence of bidders, who wish to present themselves at the time of opening of technical bid. In case Due/opening date happens to be a holiday, the tender will be due/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. Tender received after due date will not be accepted under any circumstances. No fax/E-mail quote would be accepted.
4. **VALIDITY OF RATE CONTRACT:** The Rate Contract(s) shall be valid for **ONE YEAR** from the date of award of contract. It can be further extended further for 3 (three) months, if mutually agreed.
5. **BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):**
- Separate EMDs in the form of a Bank Guarantee as per format enclosed as per **ANNEXURE- 'B'** 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.
 - 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 wavier of EMD along with proof of registration with their respective quotation(s).
 - 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.
 - 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.
 - Offers received without EMD/ Proof of EMD waiver shall be summarily rejected.
6. **PRICES: Vendors should offer their lowest rates, per cubic meter in the packing as mentioned above.** No upward revision of prices shall be acceptable under any circumstances. In case of downwards revision of prices during the currency of the Rate Contact; 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.
- 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.
7. **VALIDITY OF OFFER :** The prices must be valid at least for a period of **90 days for indigenous supplies** 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.
8. **REASONABILITY OF PRICES :**
- Please quote best minimum prices applicable for a premiere Research Institution, **leaving no scope for any further negotiations on prices.**
 - 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.
 - The party must give details of identical or similar item, if any, supplied to any CSIR lab during last three years along with the final price paid and Performance Certificate from them.

9. 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.
10. **PENALTY CLAUSE FOR LATE DELIVERY** : 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.
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. **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.**
14. 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.
15. 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.
16. CSIR -NPL 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.**
17. 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.
18. 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.
19. **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.
20. 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.

21. Technical literature/ leaflets and complete specifications of quoted items(s), as applicable, should be attached with the offers.
22. Please provide the name of your Bankers and permanent TIN Account Number in the quotation.
23. Printed conditions of tender, including those on the reverse or otherwise sent along with the tender, if any, shall not be binding upon us.
24. 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.
25. **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.
26. **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.
27. 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.
28. **INTERIM ENQUIRIES**: Interim inquiries will not be attended to / entertained.
29. **FINANCIAL CREDENTIALS**: As a part of the Eligibility Criteria of the bidders CSIR-NPL seeks to have detailed information about the bidding firms and their Principal supplier/Manufacturer or the ultimate beneficiary. For this purpose, the bidders are required to obtain/submit a report through “MIRA INFORM PRIVATE LIMITED”, 605, Palmspring , Near D’Mart, Link Road, Malad (West), Mumbai – 400064; Tel. Nos. 022-40448000 (44 Lines) Fax No. 022-0448045 / 40448046; E-mail: mira@mirainform.com; info@mirainform.com; Website: <http://www.mirainform.com>. **The above report has to be invariably attached to the Technical Bid only.**
30. The quotations are liable to be rejected if any of the above conditions are not complied with.
31. **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.

32. **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.

33. 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
 - (i) **“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;

34. ACCEPTANCE OR REJECTION OF OFFER: Director NPL, reserves the right to place order(s) with any other Vendor(s) or to reject any/all the tenders received or cancel/terminate or amend the terms/conditions of the tender at anytime without assigning any reasons thereto

35. Further corrigendum/amendments, if any, will be posted in NPL website: <http://www.nplindia.org>. Vendors can express their payment related concerns at the following e-mail address: complaints@nplindia.org

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

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).**
- 4.**

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’)
1	2	3	4
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 5(b)	
2	a) Whether the Techno-commercial and price bids have been kept in separate envelopes duly marked with “Techno-commercial Bid” and “Price Bids” respectively.	Clause 2(k)	
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes.	Clause 2 (l)	
3	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.	Clause 2(m (A))	

4	a) Whether the required EMD is being submitted with the quotation ?	Clause 5	
	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 5	
	c) Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)	Clause 5	
5	Whether prevailing rates of sales tax, excise duty & other govt. levies have been given in quotation?	Clause 6	
6	Have you mentioned the validity period of the quotation as per our requirements?	Clause 7	
7	a) Whether the Price reasonability Certificate is submitted with quotation?	Clause 8 (b)	
	b) Whether copies of last two supply orders of the same item from other customers have been attached with the quotation?	Clause 8 (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 8 (c)	
	d) Whether supplied in CSIR Labs.? Give Details	Clause 8 (d)	
8.	Whether you agree to the penalty clause for late delivery?	Clause 10	
9	Do you agree with the payment terms for indigenous supplies?	Clause 13 No deviation permitted	

10	Whether all the pages have been page numbered?	Clause 19	
11	Whether quotation has been signed and designation & name of signatory mentioned.	Clause 20	
12	Have you attached Financial Credential Report as per NPL requirement?	Clause 29	
13	Do you agree to settle the issue as per the terms of Clause -32 of tender documents?	Clause 32	

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:_____

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

VENDOR’S DECLARATION FORM

[The interested vendor should submit this declaration form 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

MANUFACTURER’S AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that re binding on the Manufacturer]

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

Tender No.: *[Insert number from Invitation for Bids]*

To: *[Insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[Insert type of goods manufactured]* having factories at *[insert full address of Manufacturer’s factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the contract.

We hereby agreed to abide in accordance with all the clauses of the Terms and Conditions of the contract to the goods/items offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____ *[insert date of signing]*