



निविदा सं./Tender No.:	14-VII/DKS(2957-PAC)23-PB/T-251	तिथि/Date:	22.02.2024
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From: Director

To,

National Institute of Standards and Technology (NIST)
100 Bureau Drive,
Gaithersburg, MD 20899
Email: james.norris@nist.gov

Dear Sir/Madam,

Quotation is invited on the behalf of the Director, CSIR-NPL for the purchase/repair of articles mentioned below. **The bid must be submitted ONLINE in case of Indian supplier at CPPP Portal & OFFLINE in case of Foreigner Supplier through email/hard copy by post.** as per dates/times mentioned on the CPPP Portal/Email. **For the purpose of bid evaluation, ONLY ONLINE SUBMITTED BID ON CPPP PORTAL WILL BE USED IN CASE OF INDIAN SUPPLIER.**

SN.	Description of material	Qty.	EMD	PBG	Bid system
1.	SRI (Standard Reference Photometer-43 (SRP43) Repair and upgrade work as per the following specifications: (i) Upgraded electronics module. (ii) Upgradation from single temperature sensor to four temperature sensors. (iii) Additional pressure transducer along with suitable plumbing/connector. (iv) Automatic pump switching facility with suitable connector. (v) Upgradation of optical bench suitable for the upgraded SRP43. (vi) The up gradation system functionality validation by suitable international key comparison.	01 Unit	To be submitted in the form of BSDF as per attached annexure.	To be submitted 5% amount of total basic value of goods after award of contract.	Double Bid. Two envelopes for technical and price bid to be submitted separately.

Note: The prices of quotation should be up to NPL including freight & insurance charges, GST may be mentioned separately. In addition no additional payment will be made except from its quoted price.

- Please submit price with breakup for each item(s) as per attached **PRICE SCHEDULE FORM for LOCAL OR for IMPORT Purchases along as applicable along with attached SCHEDULE OF REQUIREMENTS.**
- A **price reasonability certificate** may be submitted stating that you will not sell the quoted item to any other organization less than the quoted prices to NPL (as per Annexure-I on Letter Head of Bidder).
- The rate of GST to be charged should be clearly mentioned in your quotation.
- A Catalogue/Literature and HSN/Tariff code of the quoted model may be provided in the quotation.
- PAC Certificate (Proprietary Article Certificate) stating that you are Sole manufacturer of the above mentioned item must be submitted along with quotation.**
- ~~Installation: Required~~ by the seller within 30 days after receipt of material. No separate charges towards installation shall be quoted. **NOT Required.**
- Payment terms** acceptable would be 100% through RTGS/NEFT/Wire Transfer after receipt of material and its satisfactory installation (if applicable).
- In Case, the offer is submitted by the dealer of manufacturer/OEM, **The Manufacturer Authorization Form (MAF)/ letter issued by OEM to quote on their behalf must be submitted along with offer (Annexure II).**
- Kindly submit Bid-Securing Declaration Form –Annexure- III, Border Certificate –Annexure-IV & Multi Form – Annexure-V along with your quotation.**
- Kindly provide recent order copies of offered item(s) of previous Purchase Orders to any CSIR/ Govt. organization.

Instructions:

- Please submit price break-up for each item and indicate the Make, Model & item serial numbers, custom tariff /HSNS code, origin of country against the names of respective item quoted by you.
- Complete specifications of items should be given with the manufacturers name wherever required. Offer of stores vaguely described are liable to be ignored. Literature/Pamphlets should also enclose wherever necessary.

Yours Faithfully,

Stores & Purchase Officer

TERMS & CONDITIONS

1. **PRICES:** Shall be quoted in Multi Currency including INR.
(A) For goods manufactured in India:
 - (i) The price of goods quoted Ex-Works including taxes already paid.
 - (ii) GST 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. **VALIDITY OF OFFER:**
The Prices must be valid at least for a period of 90 days from the date of QUOTATION. 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.

3. **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, whichever is later.
 - (c) Copies of **LATEST SUPPLY ORDERS** received from other customers along with details of such supply orders preferably in India for the same item/model **may be submitted with the offer** giving reasons of price difference of their supply order & those quoted to us, if any.
 - (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.

4. **SPECIFICATIONS:**
Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. 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.

5. **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/dimension and weight of consignment may also be indicated in the quotation.

6. **PAYMENT CONDITION:**

A. FOR INDIGENOUS SUPPLIES

Payment will be made only after satisfactory commissioning/Installation and performance of the equipment at NPL, New Delhi through NEFT and after certification by our technical expert/scientist, subject to submission of ~~3% Performance Bank Guarantee of basic order value, valid till 60 days after the warranty period, if required.~~

B. FOR IMPORTS:

The payment against imports shall be made through **100 % Irrevocable L/C**. However, 90% amount shall be released on presentation of complete and clear shipping documents and remaining 10% shall be released after satisfactory installation/demonstration/commissioning of subject order material ~~subject to submission of 3% Performance Bank Guarantee of basic order value, valid till 60 days after the warranty period, if required.~~

OR

The payment for imported goods shall be made **100% through wire transfer/Telegraphic Transfer** within 30 days after receipt of goods and satisfactory installation/Commission of instrument/delivery of the items ~~subject to submission of 3% Performance Bank Guarantee of basic order value, valid till 60 days after the warranty period, if required.~~

7. **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.
8. **NO ADVANCE PAYMENT:** No advance payment will be made to any supplier.
9. **INSTALLATION:** ~~The Spare parts /equipment should be installed/commissioned and demonstrated, by the supplier at NPL immediately~~ but in any case within **ONE MONTH** 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.~~ **NOT REQUIRED.**
10. **GUARANTEE/WARANTEE:** The Spare parts/equipment/instrument must be guaranteed/ warranted for a period of at **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, if required-
11. **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.

12. **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.

13. **AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:**

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.

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.

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.

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.

14. **USERS LIST :**

If you have supplied identical or similar Spare parts /equipment to any other CSIR Labs./Instts., the details of such supplies for the preceding three years shall be given together with the prices finally paid.

15. **LD 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 LD @ 0.5% per week of basic 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.

16. **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.

PRICE SCHEDULE FORM

The rates may be quoted as per given format below.

(A) PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA/LOCAL PURCHASES

Name of the Bidder _____

TENDER No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl No	Item Description with HSN Code	Country of Origin	Unit	Qty	Unit rate Ex-Works, Ex-Ware House, Ex-Show Room, of the shelf price inclusive of all taxes already paid.	Total price Ex-works, wareh use, show room of the shelf price (inclusive of all taxes already paid (5x6)	GST /IGST & other taxes payable, if contract is awarded	Packing & forwarded upto station of dispatch if any	Charges for inland transportation, insurance upto lab, instt. By air/roa/rail/ or so	Total Price	Installation Commission, and training charges if any.

Note:

(a) The cost of optional items, if any shall be indicated separately

(b) Cost of Spares, if any

Total Bid price in currency _____

in words _____

Signature of Bidder _____

Name _____

Business Address _____

(B) PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM ABROAD/IMPORT PURCHASES

Name of the Bidder _____

TENDER No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl No	Item Description	Country of Origin	Unit	Qty	Unit price Indicating currency FOB, Port of shipment or FCA, Name place of delivery (Retain only one)	Total price (5x6) FOB (named port of shipment) or FCA (named place of delivery) (retain only one)	Charges for Insurance & transportation to port//place of destination	Total price CIF/CIP (retain only) (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	approx. Shipment weight and volume	Indian Customs tariff No and HSN code No. (ICT & HSN No.)

Note:

Currency _____

Total Bid price in foreign currency _____
in words _____

(a) Indian agents name & address _____

(b) Installation, commissioning & training charges, if any _____

Signature of Bidder _____
Name _____

(a) Cost of Spares, if any _____

Business Address _____

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.

(e) The cost of optional items shall be indicated separately.

SCHEDULE OF REQUIREMENTS

(To be filled by the bidder as appropriate and enclosed with the Technical Bid)

S.N.	Brief Description of Goods & Services	Quantity	Physical Unit	Final destination/ Place	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt, acceptance test, etc. after the arrival of consignment(to be filled by the bidder)

Term of delivery: FOB / FCA / CIF / CIP _____ **(with named port of shipment or named place of delivery) (retain only one)**

Period of delivery shall count from : _____
(to be filled by the bidder)

Scope of Supply : _____

Training requirement: _____

(Location, no. of persons, period of training, nature of training)

Date :

Place :

Signature of the Bidder

Notes for Bidders:

(1) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract or from the date of advance payment etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.

(2) The date or period for delivery should be carefully specified, taking into account

(a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms— that “delivery” takes place when goods are delivered to the carriers), and

(b) The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

PRICE REASONABILITY CERTIFICATE

(On the Letter Head of the Bidder)

This is to certify that the prices quoted Vide Quotation No. _____

dated: _____ against Tender No: _____ dated:
for

(_____ name _____ of _____ item _____) _____ are best and minimum and we have not quoted the same on lesser rates than those being offered to CSIR-NPL to any customer nor we will do till the validity of offer or execution of Purchase Order.

Date:

Authorized Signatory

Name:

Designation:

MANUFACTURER AUTHORIZATION FORM (MAF)

Bidder has to get this filled from OEM / Manufacturer preferably on their Letterhead

To:

Director,
CSIR – National Physical Laboratory,
Dr. K. S. Krishnan Marg,
New Delhi -110 012, INDIA

We, the undersigned who are official manufacturers / OEM / Indian Distributor or Reseller of the items / goods being quoted by the bidder and factories or offices as indicated below, do hereby authorize *the Bidder* to submit a bid the purpose of which is to provide the quoted goods, manufactured / distributed by us and to subsequently negotiate and sign the Contract if the bidder's offer is found responsive, eligible and acceptable as per tender conditions.

Name & Designation of the Signatory of This MAF	
Name & Address of the Manufacturer / OEM / Indian Distributor	
This Certificate is issued in favor of (Name of the Bidding Firm)	

Official Seal & Sign of authorized representative(s) of the
Manufacturer/ OEM / Indian Distributor

Bid-Securing Declaration Form

(TO BE FILLED & SUBMITTED IN LIEU OF THE BID SECURITY/EMD ONLY IF GIVEN AS OPTION IN NIT)

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

BORDER CERTIFICATE

(On the Letter Head of the Bidder)

IT IS CERTIFIED THAT :

I HAVE READ THE ORDER/ CLAUSE NO. F. NO. 6/18/2019-PPD DATED 23RD JULY,2020 REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARE A LAND BORDER WITH INDIA .

I AS A BIDDER DO NOT CONTRAVENE THE INSTRUCTIONS GIVEN IN THE ABOVE SAID ORDER.

SIGNATURE & SEAL OF THE FIRM

MULTI FORM

(Bid Form, Bidder Information, Border Declaration, Code of Integrity)

To:

**The Director,
CSIR – National Physical Laboratory,
Dr. K. S. Krishnan Marg,
New Delhi -11012, INDIA**

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services. Prices and discounts, if any, are mentioned in the Price Bid.
- b) **Our bid shall be valid for the period of time specified in the bid document** and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c) We agree to submit Performance Security, if required, as per the terms of this bid document;
- d) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed. We understand that you are not bound to accept the written standard terms and conditions of our offer and also the lowest evaluated bid or any other bid that you may receive.
- e) **Border Declaration:** We have read clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; **We certify that the bidder is not from such a country** or, if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the Competent Authority has been attached with the bid. I hereby certify that this bidder fulfill all requirements in this regard and is eligible to be considered.(As per requirements under P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)
- f) **Declaration for Code of Integrity & Conflict of Interest:** I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under **Clause 17** of your tender document and have no conflict of interest. The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:
 - 1.
 - 2.
 - 3.

Signature & Seal of Bidder / Authorized Signatory

Name of the Signatory