

WEB PAGE

Tender No. NAL/PUR/ ACD/397/17-Y

Date: 01-03-2018

Dear Sirs,

CSIR- National Aerospace Laboratories (NAL), Bengaluru, India is one of the premier laboratories under Council of Scientific and Industrial Research (CSIR), an autonomous body under Department of Scientific and Industrial Research, Government of India, New Delhi. CSIR-NAL is a Science and Knowledge based Research, Development and Consulting Organization. It is internationally known for its excellence in Scientific Research in Aerospace Engineering.

The Director, CSIR-NAL invites Sealed quotation for procurement of the following item(s) for day to day research work.

Sl.No.	Description of Items	Unit	Quantity
1	Three point short beam shear test fixture	No.	1
2	1/8 inch specimens centering stoppers for short beam shear test fixture.	No.	1
3	Adaptor for short beam shear test fixture in 17-4- PH stainless steel.	No.	1
4	Boeing open hole compression test fixture	No.	1
5	Suitable OH bolts and nuts for open hole compression test fixture	Nos.	8
	Please refer Annexure for detailed specifications		

Single / Double Bid	Single
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1. The address for submission of bids and for obtaining further information:

Stores & Purchase Officer
Purchase Section
CSIR- National Aerospace Laboratories
PB No.1779, HAL Airport Road, Kodihalli
Bengaluru - 560 017, Karnataka, India
Tel # : 080 25086040 / 6041,
Email : purchasek@nal.res.in, spo@nal.res.in

2. Bids must be delivered to the above office at the date and time indicated below. In the event of the date specified for bid receipt and opening being declared as a closed holiday, the due date for submission of bid and opening of bid will be the following working day at the appointed time.





CSIR-National Aerospace Laboratories, Bengaluru-560 017, INDIA

3. The Schedule for Submission of Quotation / Proforma Invoice is as follows: -

	Date	Time in hours (IST)	Venue
Submission of Bid	16-03-2018	Up to 10.00Hrs (IST)	Detailed as per Sr. No.1
Opening of Bid	16-03-2018	11.00 Hrs (IST)	

The signed quotation sent by fax/e-mail can be accepted at the risk of the Bidder provided the quotation reaches the Purchase Department within the due date and time.

4. Either the Indian Agent on behalf of the Foreign principal or the Foreign principal can bid directly in a tender but not both. However, the offer of the Indian Agent should also accompany the authorization letter from their principal. To maintain sanctity of tendering system, one Indian Agent cannot represent two different Foreign principals in one tender.

The Indian Agent of Foreign Bidders should be enlisted with DGS&D and relevant certificate should be submitted. Please refer our website www.nal.res.in for further information

5. Unsolicited / conditional / unsigned tenders (Quotations) **shall not** be considered. Quotations received after the due date and time **shall be summarily rejected**.
6. The bids would be opened in the presence of the bidders who choose to attend the bid opening. The representative should bring with them a letter of authority from the corresponding Bidder, without which, they shall not be permitted to attend the bid opening.
7. The terms and conditions are as per **Annexure-A** attached.
8. The bid prepared by the Bidder shall include the following:-

A	Warranty	
B	Annual Maintenance Contract	
C	Delivery Schedule	
D	Delivery Term	
E	Port of Destination	
F	Final Destination	

9. The Bidder shall comply the terms and conditions of the tender, failing which, the offer shall be liable for rejection.
10. The Director, CSIR- National Aerospace Laboratories (NAL), Bengaluru, India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

Thanking you,

Yours sincerely,


Stores and Purchase Officer

Annexure-1

Three point short Beam test fixture (WTF-SB)

Supply of Short Beam Shear Test Fixture conforming to **ASTM D2344 standard**. The fixture supplied should follow **metric system** and meet all the dimensional tolerances specified in ASTM D2344 standard.

1. Loading nose to be 6mm (1/4") diameter and support diameter to be 3mm (1/8")
2. Fixture Material: Stainless steel or equivalent with protective finish. The selected fixture material should meet all the specified requirements in this document.
3. **Operating temperature: -55°C and below to 315°C and above.** The fixture should be capable of operating at specified temperature limits continuously.
4. Maximum load: 8 KN and above.
5. Specimen supports should be adjustable with a precision scale attached to the fixture.
6. 1/8-inch specimen centering's stops should be provided for centering the test specimen.
7. Adopter for short beam shear test fixture in 17-4-PH stainless steel (SB Adopter) suitable to the above mentioned operating temperature.

Open hole compression fixture (WTF-OH)

Supply of Open Hole Compression Fixture conforming to **ASTM D6484M standard**. The fixture supplied should follow **metric system** and meet all the dimensional tolerances specified in ASTM D6484M standard.

Other technical requirements are as follows;

1. Fixture Material: Stainless steel or equivalent with protective finish. The selected fixture material should meet all the specified requirements in this document.
2. **Operating temperature: -55°C and below to 315°C and above.** The fixture should be capable of operating at specified temperature limits continuously.
3. Maximum load: 150 KN and above.
4. Provide access to the gauge section for strain measurement.
5. Suitable for shear loading (procedure A) and end loading (procedure B)
6. WTF-OH Bolts with nuts should be suitable for the above fixture.

Other requirements

1. The items should be supplied within 60 days after the receipt of purchase order.
2. One-year warranty at site.

Handwritten signature

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TERMS AND CONDITIONS**1. Period of Validity of Bids**

Bids shall remain valid for minimum of **90 days** after the date of bid opening prescribed by **CSIR-NAL**. A bid valid for a shorter period shall be rejected by the **CSIR-NAL** as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. Such bidder's bid will be returned unopened if they do not extend the validity of the bid as requested by CSIR-NAL. A Bidder granting the request will not be required nor permitted to modify its bid.

2. Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the Purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

3. Bid Prices

The Bidder shall indicate on the appropriate price schedule form (**Annexure-B**), on item-wise basis the unit prices, and total bid prices of the goods it proposes to supply under the contract.

The Purchase Order shall be issued to the lowest quoted firm on item-wise basis and not on lump sum basis until and unless not specified in the Request for Quotation.

The Bidder should quote the prices both in figures and words. In case of any discrepancy found in the figures and words, then, the price in words shall prevail unless the amount expressed in words is related to an arithmetic error.

Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of unit should be furnished. Quantity discount, if any should also be indicated. The item should be quoted indicating the Serial number of the RFQ.

Prices indicated on the price-schedule form shall be entered separately in the following manner:

A. For Goods manufactured within India

i)	The price of the goods quoted Ex-works including taxes already paid.
ii)	VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
iv)	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 (name, place of delivery abroad) or FOB (name port of shipment), as specified in the price schedule form.
ii)	The charges for insurance and transportation of the goods to the port / place of destination.
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if any

The terms FOB, FCA, CIF, CIP, etc. shall be governed by the rules prescribed in the current edition of the INCO terms published by the International Chambers of Commerce, Paris.

The price quoted shall remain fixed during the **bid evaluation/contract period** and shall not vary on any account. No escalation of prices is permitted.

All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty is leviable at a concessional rate, as follows:-

GST	CSIR-NAL is a public funded Research Institution under Department of Scientific & Industrial Research and concessional GST shall be made applicable for the goods purchased for research purpose vide Ministry of Finance (Department of Revenue) Notification No.47/2017-Integrated Tax dated 14.11.2017 & Notification No.45/2017-Central Tax dated 14.11.2017.
Custom Duty	The Purchaser is exempted from payment of Custom Duty at concessional rate vide Govt. Of India Notification No.51/96-Customs dated 23 rd July, 1996

In case of imports, the freight & insurance will be paid by the Purchaser, as the consignments are to be shipped through the Purchaser's nominated freight forwarder.

The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the Bidders may quote their rates in Indian Rupees as well as in Foreign Currency.

In case of INR bids, the price criteria should be on Free Delivery to CSIR-NAL, Bengaluru. Govt. Levies like Central Excise Duty, Sales Tax, etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, VAT/ Central Sales Tax etc., if any.

Custom Duty is levied on all imports meant for CSIR-NAL. Since the suppliers are requested to quote only on FOB/FCA basis, freight, insurance and custom duty as applicable to R&D Institutions will be paid by the Purchaser, unless otherwise specified.

In case the products are available on DGS&D rate contract, please quote on DGS&D rate contract rates enclosing a copy of the valid RATE CONTRACT.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

4. **Format and Signing of Bid**

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

5. **SUBMISSION, SEALING AND MARKING OF BIDS**

The bidders may submit their duly sealed bids generally by post or by hand.

Sealing of Bids in the case of bids invited on Single Bid Basis:

The Bidder shall mark the Bids as "Original" and "Copy". The Original and copy bids shall be sealed in an envelope.

Sealing of Bids in the case of Bids invited on Two Bid basis:

a)	Technical Bid should contain documents as listed in Sl.No.8 of Page no. 2 without mentioning prices on Bid Form and Price Schedule Form(s). The Bidder shall seal the Original Bid and Copy Bid, duly marking the Bids as "Original" and "Copy". The Original and Copy Bids shall then be sealed in the First Envelope marked as Technical Bid.
b)	Price Bid should contain Bid Form and Price Schedule Form(s) with Rates/Prices filled in. Price Bid should be sealed in the Second Envelope and marked as Price Bid.
c)	Two sealed envelopes (Technical and Price Bid(s) should be placed in the main envelope.

Marking of Envelopes

a)	The inner and outer envelopes shall be addressed to the Purchaser indicated in Sl.No. of Page no. 1
b)	The name and address of Bidder, Tender No., due date and warning "Do not open before" to be completed with the time and date as specified in the Invitation for bids.
c)	<p>All envelopes should be superscribed with:</p> <ul style="list-style-type: none"> • Tender Number..... • Due Date..... Time..... • Name of the Bidder..... • Addressed to: <p>The Director, CSIR-National Aerospace Laboratories PB NO.1779, Kodihalli, HAL Airport Road Bengaluru - 5600017 Karnataka-India</p>

If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening of the submitted bid. In such

cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Office of Stores & Purchase Officer, before expiry of the due date and time of opening of the bids.

Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the Tender opening Committee without disclosing the price.

6. Price Reasonability by the Bidder

The bidder shall submit a certificate stating that they have not supplied the said Goods & Services to any other purchaser at a lesser quoted price.

Bidder to submit copies of atleast two Purchase Orders of such Goods & Services provided.

7. Due date for Submission of Bids

Bids must be received by the Purchaser at the address specified in Request for Quotation (RFQ) not later than the time and date specified in (RFQ). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

The Purchaser may, at its discretion, extend the due date for submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

Late quotation will not be considered. CSIR-NAL is not responsible for submission of quotation at wrong destination.

8. Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser

9. Mode of Shipment & price schedule

The mode of shipment (By Air / Sea / Rail / Road / Courier) of the items must be mentioned clearly in the quotation.

(i)	Delivery Term	Indigenous	FOR CSIR-NAL Bengaluru
		Foreign	FCA Nearest Gateway Airport
			FOB Nearest Seaport CIP Bangalore Airport
(ii)	Delivery Schedule		

The appropriate price schedule form furnished in Annexure-B. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

10. Negotiations

There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply.

11. Confidentiality

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

12. Contract Price

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

13. Suppliers' Responsibilities

The Supplier shall supply all the Goods and Related Services included in the scope of Supply in accordance with Scope of Supply, Delivery and Completion Schedule relating to delivery and document.

14. Order Acceptance

The successful bidder should submit Order Acceptance within 15 days from the date of issue, failing which it shall be presumed that the Bidder is not interested.

15. Performance Security

Within 21 days of receipt of the notification of award / PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the PS should be kept valid till such time the PS is submitted.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

The Performance security shall be in one of the following forms: (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India or a Foreign Bank with

preferably its operating branch in India in the form provided in the bidding documents. OR (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise, without levy of any interest.

In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

Whenever the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc

16. Extension of time

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and Services and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause an extension of time is agreed upon pursuant to above clause without the application of penalty clause

17. Delivery and Documents

Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier as under:-

Details of Shipping and other Documents to be furnished by the Supplier are :	
A)	For goods manufactured or supplied from within India
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/email
(a)	Three copies of Supplier's Invoice indicating, inter-alia description and

	specification of the goods, quantity, unit price, total value
(b)	Packing list
(c)	Certificate of country of origin
(d)	Insurance certificate, if required under the contract
(e)	Railway receipt/Consignment note
(f)	Manufacturer's warrantee certificate and in-house inspection certificate, if any
(g)	Inspection certificate issued by purchaser's inspector, if any
(h)	Any other document(s) as and when required in terms of the contract
NOTE:	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
B) For goods manufactured or supplied from abroad	
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post / courier and copies thereof by FAX.
(a)	Three copies of supplier's Invoice giving full details of the goods including quantity, value, etc.
(b)	Packing list
(c)	Certificate of country of origin
(d)	Manufacturer's warrantee and Inspection certificate, if any
(e)	Inspection certificate issued by the Purchaser's Inspector, if any
(f)	Insurance Certificate, if required under the contract
(g)	Name of the Vessel / Carrier
(h)	Bill of Lading / Airway Bill
(i)	Port of Loading
(j)	Date of Shipment
(k)	Port of Discharge & expected date of arrival of goods
(l)	Any other document(s) as and when required in terms of the contract
NOTE:	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
3	The clearing of the consignment at Bengaluru Airport shall be done by our authorized Custom House Agents (CHA). The corresponding shipping documents may be forwarded to them accordingly. It is advised to give us and our CHA, a pre-alert before the consignment is dispatched. If there is delay in clearing of the consignment for <u>not</u> giving timely pre-alert then demurrage (Ware house charges), if applicable has to be refunded to us.

Goods should not be dispatched until the Bidder received a firm Purchase Order

18. Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

A. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in () [currency of the Contract Price] in the following manner:

100% through irrevocable Letter of Credit excluding the Agency Commission due to the Indian Agents as under:

On Shipment: Ninety (90%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable Letter of Credit opened in favor of the Supplier through

State Bank of India,
NAL Branch, Kodihalli,
Bengaluru-560017, (India)

On Acceptance: Ten (10%) percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser

Bank Charges: All Bank Charges within India to CSIR-NAL's account and outside India to Supplier / Beneficiary account

B. Payment for Goods and Services supplied from India:

Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:

- | | |
|----|---|
| i) | 100 percent (100%) of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser. |
|----|---|

We prefer to release the payment on BILL basis (excluding Indian agency commission) after the receipt of consignment in good condition. Alternatively, depending upon the value and foreign exchange regulations the payment can also be considered through Sight Draft/Letter of Credit through the State Bank of India for the order value excluding the Indian agency commission.

19. Payment of Agency Commission:

- i) The Bidder has to indicate, if they have any agents in India, their Address the details of service rendered.
- ii) The Agency commission payable to the Indian Agent should be clearly indicated.
- iii) The Agency commission would be payable only in Indian Rupees as per the exchange rate mentioned in custom Bill of Entry.
- iv) The Indian agent should be registered with DGS & D for the items appearing in the restricted list of the current EXIM policy of the Government of India.

E-payment : CSIR-NAL prefers to make all payments by electronic transfers through State Bank of India, NAL Branch, Bengaluru. Successful Bidder has to furnish bank details viz., Beneficiary Name, Name of the Bank & Branch, Account No., IFSC Code, MICR Code.

NOTE : No advance payments are allowed under any circumstances.

20. Taxes and Duties

For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

All payments due under the contract shall be paid after deduction of statutory levies (at source) like ESIC, IT, etc., wherever applicable.

Kindly furnish your CST, KST and TIN Number in your quotation. Please note that this office is **NOT** eligible to issue "C" or "D" forms under Sales Tax Act. Thus full applicable rate of Sales Tax should be clearly indicated in the offer.

Your offer/Invoice should include your GST details & HSN Code.

Our Pan No. AAATC2716R, Central Excise Registration No. AAATC2716REM001, Service Tax Registration No. AAATC2716RSD040 and Tin No. 29750311018 and GST No. 29AAATC2716R1ZB.

21. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, and in any subsequent instructions ordered by the Purchaser.

22. Insurance

The goods supplied shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture, acquisition, transportation, storage and delivery to the Purchases.

The Insurance shall be for an amount equal to 110% of the CIF or CIP or FOR Destination value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion, in addition to storage policy for 60 days is advised.

Where delivery is on FOB or FCA basis for imported goods or FOR dispatch station for indigenous goods, then insurance would be the responsibility of the purchaser.

With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to CSIR-NAL and he shall also liaise with CSIR-NAL to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the CSIR-NAL on the event of the delay

23. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

Unless otherwise specified in the scope of supply, the warranty shall remain valid for **One Year** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination i.e. CSIR-NAL.

The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.

The equipment must be supported by a Service Centre manned by the principal Bidder's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's Bidder support Centre on a toll free number/web/mail.

An undertaking from the manufacturer is required in this regard stating that they would facilitate the bidder on regular basis with technology / product updates & extend support for the warranty as well.

The Bidder will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

The principal Bidder must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Bidder of equipment to its channel partner/system integrator.

Details of onsite warranty, agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Offer.

The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within a reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be

necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

In case the Equipment / System remains non-operational or performs below the desired level for more than 1 week after intimation of the fault in the Equipment / System then Warranty period shall be extended for further period for which Equipment/ System remained non-operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract.

The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

In case of any replacement during the warranty period the same shall be made free of cost i.e. DDP for import replacement and/or free delivery to CSIR-NAL for indigenous replacement. All the duties / taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance.

Any replacements during warranty period should be free of cost. If the defective item has to be sent back to the Principal Supplier, for such replacements / returns to the Principal Supplier / Indian Agent has to bear documentation charges. If the cost of replacement is upto Rs.5 Lakh then the documentation charges will be Rs. 5,000/- and above Rs. 5 Lakh it is Rs.10,000/-. Such charges have to be paid in favour of The Director, CSIR-NAL, Bengaluru. These charges are only for documentation. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Principal supplier / Indian Agent for returning of defective items. In other words, any warranty replacement has to be done immediately/within a week (7 days) without expecting CSIR-NAL to export the defective items to Principal supplier for repair/replacements. All charges involved for re-export of defective items have to be borne by Principal supplier/ Indian Agent.

24. Annual Maintenance Contract

The bidders should also quote for Annual Maintenance Contract after warranty for subsequent years. CSIR-NAL at its discretion may award / utilise these quotes for AMCs.

No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period in case AMC is awarded

Mention the charges for comprehensive maintenance contract separately in Commercial bid (for post warranty period).

25. Spare Parts

The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a)	Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
(b)	In the event of termination of production of the spare parts:
	Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
	Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

26. Freight Forwarder/ Cargo Consolidation and Customs Clearance

CSIR-NAL, has appointed its own Freight Forwarder and Custom House Agent for all its imports. Please note that all the consignments have to be routed through their associates only. The address and contact details will be provided at the time of placing the Purchase Order. While submitting your bid, you may confirm this condition.

27. Liquidated Damages/Penalty clause

a)	If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages @ 0.5% of order value per week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier
b)	CSIR-NAL reserves the right to cancel the order in case the delay beyond the delivery schedule
c)	The maximum amount of liquidated damages shall be: 10% The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value
d)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to.
e)	However, the Competent Authority shall waive imposing LD/Penalty upon mutual agreement.

28. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

29. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract to any third party, except with the Purchaser's prior written consent.

30. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

i)	If the Supplier fails to deliver any or all of the Goods and Services within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to Clause on Extension of Time; OR
ii)	If the Supplier fails to perform any other obligation(s) under the Contract OR

31. Force Majeure

Notwithstanding the provisions relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign 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 within 21 days of its occurrence. 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.

If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

32. Arbitration

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (CSIR-NAL or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be CSIR-NAL, Bengaluru, India. The jurisdiction of the courts shall be Bengaluru, Karnataka, India.

33. Notices

Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by FAX, e-mail or / and confirmed in writing to the other party's address specified.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34. Governing Language

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

35. Applicable Law / Jurisdiction

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction is Bengaluru, India.

ANNEXURE-B

A:PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)

Tender No: _____

Tender Date: _____

Quotation No. _____ Date: _____

Quotation Valid Up to: _____

Country of Origin: _____				Currency: _____		
Sr.No.	Description of Item		Quantity	Unit	Rate	Amount
	Catalogue, Part/Model No.	Specifications				
1.	Item name					
2.	Required Spares/Consumables (if any)					
3.	Accessories (if any)					
4.	Additional Items					
Total Ex-Works Price						
(-) LESS: Discount ____% (if any)						
Net Ex-Works Price						
(+) Packing & Forwarding Charges						
(+) Inland Freight Charges						
(INCO TERM): FOB / FCA _____ International Airport, _____ Country						
(+) Freight upto Bengaluru & Insurance Charges						
CIF / CIP BENGALURU Price						
Approximate Weight of the Consignment			Approximate Dimensions of the Consignment			

TENDER CLAUSE NO.	TERM		CONDITION	
	Mode of Shipment		BY AIR / SEA / ROAD	
	Delivery Term(INCOTERM)			
	Delivery Schedule			
	Period of delivery shall count from			
	Time Frame required for conducting Installation & commissioning of the equipment, Acceptance Test, Training, etc.			
	Port of destination		Bengaluru,India	
	Final Destination		CSIR-NAL,Bengaluru	
	Installation & Commissioning Charges			
	Training Details & Charges			
	Warranty		Period	Charges if any
	Annual Maintenance Contract	Comprehensive		
		Non-Comprehensive		
	Payment Term			
	Bank Charges		Inside India to CSIR-NAL account and Outside India to beneficiary's account	

SIGNATURE OF AUTHORISED PERSON

B :PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)

Tender No: _____

Tender Date: _____

Quotation No. _____ Date: _____

Quotation Valid Upto: _____

Sr.No.	Description of Item		Quantity	Unit	Rate	Amount (Rs.)
	Catalogue, Part/Model No.	Specifications				
1.	Item name					
2.	Required Spares/Consumables (if any)					
3.	Accessories (if any)					
4.	Additional Items					
Total Ex-Works Price						
(-) LESS: Discount ____% (if any)						
Net Ex-Works Price						
Excise Duty: Exempted against Notification No.10/97 applicable to CSIR Labs						
(+) Packing & Forwarding Charges						
(+) Transportation Charges						
(+) Insurance Charges						
(CSIR-NAL is not exempted for VAT / CST) VAT / CST Charges						
GRAND TOTAL						
Approximate Weight of the Consignment			Approximate Dimensions of the Consignment			

TENDER CLAUSE NO.	TERM		CONDITION	
	Mode of Shipment		BY AIR / RAIL / ROAD	
	Delivery Term		Free Delivery to CSIR-NAL Bengaluru	
	Delivery Schedule			
	Period of delivery shall count from			
	Time Frame required for conducting Installation & commissioning of the equipment, Acceptance Test, Training, etc.			
	Port of destination		Bengaluru,India	
	Final Destination		CSIR-NAL,Bengaluru	
	Installation & Commissioning Charges			
	Training Details & Charges			
	Warranty		Period	Charges if any
	Annual Maintenance Contract	Comprehensive		
		Non-Comprehensive		
	Payment Term			

SIGNATURE OF AUTHORISED PERSON