



**CSIR- NATIONAL PHYSICAL LABORATORY**  
(Council of Scientific & Industrial Research)  
**Dr. K. S. Krishnan Marg, Pusa Campus**  
**New Delhi-110012, INDIA**

Ref. No. 14-VI/AK(1081)21PB/PAC

Dated: 28.03.2022

To,

M/s. Micromatic Systems,  
G-15, Parker Suites, beside Parker Mall, Kundli,  
Delhi-NCR,  
Sonapat,  
Haryana-131028.

Dear Sirs,

CSIR-NPL is interested to procure following items. Kindly send us the quotations/Performa invoice **IMMEDIATELY but latest by 30.04.2022** to us, indicating best minimum delivery period.

S.No	Description of item	Qty.
1.	<b>Pressure Sensor Piezoelectric Tester:</b> Bulk Ceramic Piezoelectric/pyroelectric test bundle upto 230°C. The Following attachment should be 100% compatible to Radiant precision Multiferroic Test System (Make-Radiant Technologies Inc., USA) installed at CSIR-NPL New Delhi: It should include: <ul style="list-style-type: none"><li>Displacement Meter with measurements of displacement in the range of 100 nm to 6 mm.</li><li>High voltage compatible Teflon chamber designd to hold electric field upto 10kV with temperature upto 250°C.</li><li>Resolution of displacement sensor upto 100 nm,</li><li>Sample holder rated to 10kV.</li><li>Sample holder should have in built oil bath.</li><li>The test system should have noise free table.</li><li>Measuring temperature range from 23°C to 230°C.</li><li>Self calibration should allow fully automatic temperature profiles for both electrical and piezo electrical and piezoelectric tests.</li><li>The system should have Advanced Piezoelectric/Pyroelectric Software.</li></ul>	One

*The terms and conditions may be read carefully before sending your quotation.*

- IF QUOTATION/BID IS SENT THROUGH EMAIL FOLLOWED BY HARD COPY SEPARATELY FOR OUR RECORD PURPOSES.**

Yours faithfully

**Stores & Purchase Officer**  
**Encl :**

- Detailed Terms & Conditions**
- Required Annexures**

## **TERMS & CONDITIONS**

1. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not, the quotation will not be considered. Hand written Quotations will not be considered.
2. It may kindly be noted that your bid should
  - A) be in **single cover bidding**
  - B) on the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee of 3% value valid for a period of 03 Months beyond the Warranty period of **12 MONTHS**
3. The acceptance of the quotation will rest with the competent authority i.e Director, CSIR-National Physical Laboratory who reserves the right to himself to reject, or partially accept any or without assigning any reason.
4. The prices must be valid at least for a period of **90 days** from the date of opening of the bid. **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.**
5. **Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable.**
6. 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 units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
7. **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.

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. However, order copies of previous supply of identical goods may be attached with your quotation in support of price reasonability.
8. In cases of agents quoting on behalf of their foreign manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  1. The foreign manufacturer directly or through one Indian agent on his behalf; or
  2. Indian/foreign agent on behalf of only one principal.
9. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. Agency commission payable to the Indian Agent should be clearly indicated. The Agency commission would be payable only in Indian Rupees after acceptance.
10. This lab/Instt Is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14<sup>th</sup> November, 2017.
11. The mode of dispatch/transportation of the items must be by **Air/Sea/Rail/Road only. (Retain one only).**
12. In case the items in the enquiry are covered by any rate contract or running contract finalized by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
13. **Delivery schedule should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.**
14. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.

15. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

16. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.

TDS would be recovered as per rules in case of **Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.**

17. Kindly furnish your PAN & GST Number etc. in your quotation for our records.

18. All Foreign quotation should clearly specify INCOTERMS .

19. **PAYMENT CONDITION:**

**FOR IMPORTS:**

The payment against imports shall be made through irrevocable L/C. **L/C will be opened for 100% FOB value. 90% of L/C** 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.

20. All disputes shall be settled in the courts of **New Delhi (India)** Jurisdiction only.

21. Tender conditions, if any, or otherwise sent along with the tender shall not be binding on us. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.

22. **ANNUAL MAINTENANCE CHARGES:** The party **must** mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention.

**Code of Integrity**

23. 1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

- a) **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
- b) **“corrupt practice”:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- c) **“fraudulent practice”:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- d) **“anti-competitive practice”:** any collusion, bid rigging or anti-competitive arrangement, or any other practice, coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- e) **“Coercive practice”:** harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- f) **“conflict of interest”:** participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any officials of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

- g) “Obstructive practice”:** materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

## 2 **Obligations for Proactive disclosures:**

- i. The purchaser as well as bidders, suppliers, contractors and consultants, is obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.
- iv. **Punitive Provisions:**
- v. Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:
- vi. **If his bids are under consideration in any procurement:**
  - i. Forfeiture or encashment of bid security;
  - ii. Calling off of any pre-contract negotiations; and
  - iii. Rejection and exclusion of the bidder from the procurement process.

### **If a contract has already been awarded**

- i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
  - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
  - iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- ## 3. **Provisions in addition to above:**
- a. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
  - b. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - c. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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

To:

**The Director,  
CSIR – National Physical Laboratory,  
New Delhi, 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) Details of commissions, gratuities, or fees paid or to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

**(IF NONE HAS BEEN PAID OR IS TO BE PAID, INDICATE “NONE” OR LEAVE BLANK)**

- e) 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.
- f) **Purchase/ Price Preference:** We have read and understood original circulars/ notifications regarding purchase or price preference policies of the government under MSEs / Make in India / Start Up India / DPIIT policies and have no objection to our bid being evaluated for compliance with respect to them and thus declared eligible / ineligible as the case may be.
- g) **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.)*
- h) **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 **Para 1.3 of ITB** 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.

**We undertake that we shall be liable for any punitive action in case of transgression / contravention of this code.**

<b>Bidder's Legal Name :</b> <b>(In case of JV, legal name of each party)</b>	
<b>Bidder's actual or intended Country of Registration:</b>	
<b>Bidder's Year of Registration:</b>	
<b>Bidder's Legal Address in Country of Registration:</b>	
<b>Bidder's Authorized Representative Information</b> <b>Complete Name, Address &amp;</b> <b>Contact Details (Mobile, Landline, Email)</b>	

**Attached are scanned / copies of original documents of Articles of Incorporation or Registration of firm.**

Signature &amp; Seal of Bidder / Authorized Signatory

Name of the Signatory

**MANUFACTURERS' 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 are 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 extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods 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]*