

TERMS AND CONDITIONS

1. GENERAL: Sealed Quotations are invited on behalf of the Director, National Geophysical Research Institute, Hyderabad. The offer/ quotation must be strictly as per required specifications and the tender terms & conditions.

2. Documents Establishing Bidders Eligibility and Qualifications Criteria.

The documentary evidence of the goods and service eligibility shall consist of a statement on the country of origin of the goods and services offered with a certificate of origin of dispatch including the period for which their services are being adhered shall confirm.

The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

- A detailed description of the essential technical and performance characteristics of the goods.
- A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuous functioning of the goods for a period of two years commencing from the use of the goods by the purchaser and
- An item-by-item commentary on the purchaser's technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical specifications.
- Also indicate the names and addresses of the related National/International Organisations/CSIR Labs; IIT's, Indian Institute of Sciences/Universities to whom you have supplied similar equipments if any, under reference with prices.
- Bids of bidder quoting as authorized representative of a manufacturer, meeting with the requirements in full, can be considered, provided the manufacturer furnishes a legally enforceable authorization in prescribed form assuring full guarantee and warranty obligations.
- The Bidder shall note that standards for workmanship, material and equipment, and references to brand names if, designated by the Purchaser in the Technical specifications are intended to be descriptive only and not restrictive. The vendor may substitute alternative standards, brand names in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- The Bidder should have sold at least 5 units of the similar configuration in each of the last five years to Government Organizations of National repute and should have a track record of supporting GPS Receivers and necessary feedback on satisfactory working reports.

3. SUBMISSION OF OFFERS:

- The quotation should be addressed to the Director, National Geophysical Research Institute, Hyderabad and sent to the Stores & Purchase Officer.
- The outer cover containing the offer/quote should be super-scribed with our tender No., due date and date of opening of tender.
- The offers must contain the Technical Leaflets/literature and complete specifications of the quoted model(s) of the item along with commercial terms & conditions, compliance statement of specifications & and the required amount of EMD.

4. 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.

5. EARNEST MONEY DEPOSIT (EMD): EMD as indicated in the Tender document, should be submitted separately in the form of Demand Draft / Bank Guarantee valid for beyond 45 days of bid validity from any Nationalized/International Bank, drawn in favour of Director, National Geophysical Research Institute, Uppal road, Hyderabad, along with your Bid. Bids received without EMD will not considered valid and will be rejected straight away. Pre-receipted Bill must be enclosed for refund/return of EMD. EMD is liable to be forfeited, if the tenderers change/withdraw/modify their tender during its validity period. EMD of the unsuccessful bidders shall be refunded at the earliest but latest within 15 days after finalization of the purchase of concerned item.

6. PRICES :

- For Imported supplies: The prices shall be quoted in FOB value up to International Gate way Airport of the shipping country. The prices should include all the charges up to the Board /Air Cargo. If ex-works prices are quoted then packing, forwarding, documentation, and inland freight charges must be mentioned separately. The airfreight & insurance shall be arranged and charges paid directly by us in Indian Rupee at our end. However, these charges should also be mentioned separately for our estimation purposes.
- For indigenous supplies: For indigenous/Local supplies, the prices should be delivery at National Geophysical Research Institute, Uppal Road, Hyderabad inclusive of VAT, Service Tax, Octroi, freight, loading, unloading, insurance, packing, forwarding, installation and commissioning. If ex-works/go-down prices are quoted then packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately. We are 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, if any, should be shown separately. Sales tax/other Govt. levies will be paid at actual and the prevailing rates of excise duty and sales tax etc. may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid.
- Sales Tax: We are not authorized to issue any Sales Tax Form 'C' & 'D'. However, being R&D Organization concessional Sales Tax Forms can be issued, if it is applicable in your states from where the material is being supplied.
- In case of confusion in the figures and words of the quoted prices, the amount in words shall be treated final.

7. 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/Li aison 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

8. VALIDITY OF OFFER : The prices must be valid at least for a period of 90 days for indigenous supplies & 180 days for imports 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.

9. The Vague terms like "packing, forwarding, transportation..... etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.

10. NON-SUBMISSION OF TENDER: In case you are unable to submit your quotation against our tender enquiry we would appreciate and expect a note of regret from your side giving in brief, reasons for not quoting.

11. PAGE NUMBERING & SIGNATURES: Your offer should be page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.

12. 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 NGRI to any other customer nor they will do so till the validity of offer or execution of the purchase order, which ever is later.
- Copies of at least last two-supply orders received from other customers or details of last two supplies made to other customers 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.

- 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.

13. EVALUATION OF TENDERS:

- Prior to the detailed technical evaluation the purchaser will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations.
- A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non conformity.
- All the bidders will have to bring their equipment/machine for testing and technical evaluation/bench marking as and when asked for, if required. Separate communication will be sent in this regard.
- The bidders short listed by the purchaser based on evaluation of technical details given in their tender may be called for detailed discussion including presentation of their equipment system to a team selected by the purchaser for the purpose, at a specified date, time and venue, if needed.
- The commercial terms of the technically qualified bidders shall only be taken in to consideration for finalisation and acceptance of the bidder.

14. EVALUATION AND COMPARISON OF BID:

- The comparison shall be of all inclusive prices of goods, inclusive of all costs as well as taxes paid or payable.
- Arithmetical errors will be rectified on the following basis: if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- Bidders shall state their bid price for the payment schedule. Bids will be evaluated on the basis of this base price.

15. CLARIFICATION OF TENDERS:

- During evaluation of the bids, the purchaser may at his discretion ask the bidder for clarification of bids. The request for clarifications and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted
- No bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract

is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should be in writing.

- Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decision may result in rejection of the bidders bid.

16. PRE-REQUISITES INSTALLATION REQUIREMENTS: Bidder is to specify the pre-requisites installation requirements in the tender submitted so that the site and material required is ready well before supply or the installation of the equipment to be supplied.

17. INSPECTION:

- The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- 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 lab. or CIF basis till satisfactory installation of the system.
- 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.

18. PERIOD AND MODE OF DELIVERY: The system should be delivered at NGRI within 4-6 weeks from the date of order. The delivery period is the essence of supply, hence it must be indicated specifically in the quotation. Mode of delivery, tentative size and weight of consignment may also be indicated in the quotation.

19. INSTALLATION & ACCEPTANCE TEST: The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately but in any case within two weeks after receipt of the item in the lab and the same will be put under operation to the satisfaction of our technical expert/Scientist who will test the performance of the equipment. The warranty shall begin from the date of acceptance of the system. No separate charges for installation etc. will be paid to the party beyond the quoted prices.

20. WARRANTY: Equipments should be under free ON-SITE comprehensive warranty for minimum period of one year from the date of completion of satisfactory installation, testing, commissioning, demonstration and final acceptance of the items. A satisfactory service during the warranty period is defined as 95% uptime.

In case 95% uptime is not provided, the warranty period would be extendable by a period which is equivalent to the period during which 95% uptime was not provided.

The successful bidder shall warrant all items supplied in compliance with specification to be free from defects in design, materials and workmanship for a period of 12(Twelve) months from the day of the final acceptance of the equipment supplied.

If there is any defect, the successful bidder shall repair, replace or modify the defective part/facility which shall also be subject to the same warranty as the original equipment.

The successful bidder shall bear the costs associated with freight 'to and fro' and insurance related to the part of the defective component of the equipment during the warranty period. The successful bidder shall bear all travel, labour and materials costs should the defect require on-site repair during the warranty period.

21. PAYMENT CONDITION:

a) FOR INDIGENEOUS SUPPLIES: Payment on Bill Basis after supply: For indigenous supplies the payment will be made only after satisfactory installation, commissioning, demonstration and performance of the equipment at National Geophysical Research Institute, Uppal Road, Hyderabad and after certification by our technical expert/scientist. However, supplier will be required either to submit performance bank guarantee for 20% amount of the total value of equipment, after supply of the material, valid up to 60 days after the expiry of warranty period or the equivalent amount shall be released after expiry of the warranty period.

b) FOR IMPORTS: The payment against imports of items shall be made with the following options. The quoting party must confirm one of the options in the quotation failing which the option at S. No. 1 will be applicable.:

- (1) LC for 100% value after deducting the Indian Agency Commission shall be opened by the Purchaser stipulating release of 80% payment against negotiation of documents. The Balance 20% shall be released after successful installation and commissioning of the system subject to submission of Performance Bank Guarantee equivalent to 20% of the contract value valid until 60 days beyond the warranty period. The Performance Bank Guarantee shall be in the form of Bank Guarantee from a scheduled/Nationalised Bank.
OR
- (2) LC for 100% value after deducting the Indian Agency Commission shall be opened by the Purchaser stipulating release of 80% payment against negotiation of documents and remaining 20% shall be released beyond 60 days after expiry of Warranty period.
OR
- (3) 100% Payment will be made on Sight Draft Basis through our bankers, M/s.State Bank of Hyderabad, Habsiguda Branch, Uppal Road, Hyderabad-500 007, AP, India, after dispatch of materials ordered and on submission of Performance Bank Guarantee equivalent to 20% of the contract value valid until 60 days beyond the warranty period. The performance security shall be in the form of Bank Guarantee from a scheduled/Nationalised Bank.
- All Bank Charges outside India are to be borne by the supplier.

22. NO ADVANCE PAYMENT : No advance payment will be made to any supplier

23. PERFORMANCE BANK GUARANTEE: All the successful bidders will have to submit the Performance Bank Guarantee or establish a Standby Letter of Credit (SLOC) for required amount as per payment terms clause motioned below except where supplier opts for release of amount equivalent to PBG after expiry of warranty period.

24. COMMENCEMENT OF WARRANTY PERIOD : The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation/commissioning/demonstration at the project site in National Geophysical Research Institute, Hyderabad. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

25. PLACEMENT OF PURCHASE ORDER.

The purchaser will place the purchase order on the successful bidder whose bid has been determined to be substantially responsive and has been determined at the best evaluated bid provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

26. 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.

27. TRAINING: The Vendor should give adequate training on hardware, operating system, system software and development tools including parallelisation and the training should be at project site at free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

28. ACCEPTANCE OR REJECTION OF OFFER: The Director, National Geophysical Research Institute, Hyderabad, reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof

29. EXPORT LICENCE:

Foreign successful bidders will ensure availability of export license at their end.

30. INCOTERMS: All terms used in the Supply order/contract will have the meaning as described in the "INCOTERMS-2000".

31. BID CURRENCIES:

Prices shall be quoted in Indian Rupees or any other International currencies.

32. LANGUAGE OF BID:

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language.

33. SPECIFICATIONS: Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. 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. Non-

- In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order/FOB value will be charged for delayed period.
- 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 National Geophysical Research Institute, Hyderabad 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.
- The same rate of penalty shall be applicable for late installation of the equipment/instrument also.

40. INTERIM ENQUIRIES: No interim inquiries will be attended.

41. MANUALS: Equipment supplied will include all operational and maintenance manuals, tutorials, reference manuals, installation and performance guide etc, complete in all respects. Connecting cable and/or any other part/device which is essentially required for making the equipment operational is required to be supplied with the equipment and no additional cost.

42. ANNUAL MAINTENANCE CONTRACT: After the expiry of warranty period, ON-SITE Comprehensive Maintenance Contract may be entered into for which the Annual Maintenance Contract (AMC) charges should invariably be quoted in terms of percentage (%) of cost of the product to be supplied.

Satisfactory services during AMC period are defined as 95% uptime. In case 95% uptime is not provided the AMC period would be extendable by a period, which is equivalent to the period during which 95% uptime was not provided.

Response Time: Should be twenty four hours (24) at the maximum.

43. Preventive Maintenance: Tenderers should provide at least one preventive maintenance service every month during the AMC period

44. LIST OF SPARES: List of spares, if applicable, should be attached with the tender to be submitted. The successful bidder has to ensure supply of spares for a period of 5 (five) years from successful bidder or the third party. The bidder will indicate the cost of spares in the final bid.

45. OPTIONAL ITEMS: Any Optional item, if offered, be provided with their full technical details including their use and advantage.

46. 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, 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 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.

47. DISPUTE SETTLEMENT: All disputes arising out of this contract shall be referred to the sole arbitration of the Director General of Council of Scientific & Industrial Research (CSIR) and Secretary, Department of Scientific & Industrial Research (DSIR) Govt. of India or his nominee, who is overall controlling authority of this laboratory as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be HYDERABAD (INDIA).

48. COMPLIANCE STATEMENTS:

a) Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format given below. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.

The bidders are advised to submit the compliance statement along with their quotation failing which their offer may not be considered.

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications/ part / Accessories of tender enquiry	Specifications of Model/Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

BID SECURITY FORM (EMD)
MODEL BANK GUARANTEE FORMAT FOR
FURNISHING BID SECURITY (EMD)

Whereashereinafter 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 WEofhaving our registered office at.....are bound unto(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 of20.....

THE CONDITIONS OF THIS OBLIGATION 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:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) 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 Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender 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

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Director,
National Geophysical Research Institute,
Uppal Road,
Hyderabad – 500 007, AP, India

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in
pursuance of contract no. _____ datedto supply (description of goods
and services) (herein after called "the contract").AND

WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish
you with a bank guarantee by a scheduled commercial bank recognized by you for the sum
specified therein as security for compliance with its obligations in accordance with the
contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on
behalf of the supplier, up to a total of
..... (amount of the guarantee in words and
figures), and we undertake to pay you, upon your first written demand declaring the supplier
to be in default under the contract and without cavil or argument, any sum or sums within the
limits of (amount of guarantee) as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before
presenting us with the demand. We further agree that no change or addition to or other
modification of the terms of the contract to be performed there under or of any of the contract
documents which may be made between you and the supplier shall in any way release us
from any liability under this guarantee and we hereby waive notice of any such change,
addition or modification.

This guarantee shall be valid until the day of, 20.....

..... (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