

# सीएसआईआर-राष्ट्रीय भूभौतिकीय अनुसंधान संस्थान CSIR - NATIONAL GEOPHYSICAL RESEARCH INSTITUTE

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् / Council of Scientific & Industrial Research उप्पल रोड, हैदराबाद / Uppal Road, Hyderabad-500 007, (तेलंगाणा/Telangana),

भारत/India



ईमेल/Email: purchase@ngri.res.in



## विदा के लिए निमंत्रण / INVITATION TO TENDER

सं./No.57(64)2018-PUR/SE

05th December, 2018

सेवा में/To

M/s. Metronix Messgeraete und Elektronik GmbH, Kocherstr.3, 38120 Braunschweig Germany.

प्रिय महोदय/Dear Sirs,

हम नीचे दिए गए निबंधन एवं शर्तों के अनुसार निम्नलिखित सामग्रियों की आपूर्ति में रुचि रखते हैं। वापसी मेल द्वारा कृपया अपनी ब्योरेवार दर सूची प्रस्तुत करें।

We are interested in procuring of the following materials as per the terms and conditions given below. Kindly submit your detailed tender through eprocurement portal (etenders.gov.in):

वस्तु का विवरण	मात्रा
DESCRIPTION OF ITEM	QTY.
Spares for ADU-07e & ADU-06	
Magnetometer cable 10m ADU-07e - MFS-06e/07e	2 Nos.
GPS-Antenna	2 Nos.
Lemosa E Plug & protection cap (for ADU07e system)	2 Nos.
Battery cable	2 Nos.
ADU-06-ADB Analog-Digital-Board	4 Nos.
	DESCRIPTION OF ITEM  Spares for ADU-07e & ADU-06  Magnetometer cable 10m ADU-07e - MFS-06e/07e  GPS-Antenna  Lemosa E Plug & protection cap (for ADU07e system)  Battery cable

## निबंधन एवं शर्तें/ Terms & Conditions

- **1. Price:** The Price shall be quoted in FOB value up to International Gateway Airport of the Shipping Country. The price should include all charges upto the Board/Air Cargo. Please also indicate approximate packing and handling charges and freight and insurance charges for C.I.F., Hyderabad, India.
- **2. Delivery Schedule:** The delivery period is the essence of the supply, hence it must be indicated specifically in the quotation. Tentative size and weight of consignment may also be indicated in the quotation.

### 3. Reasonability of Prices:

- a) Please quote best minimum prices applicable for a premiere Research Institution, <u>leaving no</u> <u>scope for any further negotiations on prices</u>.
- **b)** A certificate should be given 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 customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.

भंडार एवं क्रय अधिकारी/ Stores & Purchase Officer वै औ.अ.प.-राष्ट्रीय धूगौतिकीय अनुसंधान संस्थान CSIR-National Geophysical Research Institute

उत्पल रोड, हैदराबाद - 500 007, भारत Uppal Road, Hyderabad - 500 007, INDIA 4. Payment Terms: 100% wire transfer payment will be made after receipt and acceptance of materials in good working condition. Due to statutory rules Advance payment is not possible.

#### 5. PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:

Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.

In case of delay in supply 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.

#### 6. DETAILS OF INDIAN AGENT & INDIAN REPRESENTATIVE:

In case there is involvement of an /Indian agent/representative in any form the following documents have to be submitted without fail.

- 1. Certified copy of the agency agreement between the principal and the agent.
- 2. Foreign Bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.
- **7. INDIAN AGENT'S COMMISSION**, **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. GUARANTEE/WARRANTY:** Please specify whether the material will carry warranty if so the period of warranty may be indicated.
- **9. Country of Origin:** Please indicate Country of Origin and the country from which the material will be finally shipped.
- **10. Validity Period:** Your offer should be valid for 90 days from the date of opening of quotations.
- **11. 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.

**12. 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

भंडार एवं ऋय अधिकारी/ Stores & Purchase Officer ये औ,अ.प.-राष्ट्रीय सूपौतिकीय अनुसंधान संस्थान CSIR-National Geophysical Research Institute

उनाल रोड, हैदराबार - 500 007, भारत Uppal Road, Hyderabad - 500 007, INDIA 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be HYDERABAD (INDIA).

- 13. Conditional tender will not be accepted.
- **14. JURIDICTION**: Any dispute will be subject to Indian Law and local courts at Hyderabad, India only.
- **15.** This institute is registered with Department of Scientific & Industrial Research(DSIR) for the purpose of availing customs duty exemption in terms of Government Notification No.51/96-Customs dated 23<sup>rd</sup> July 1996 an Central Excise Exemption in terms of Government Notification No. 10/97-Central Excise dated 1<sup>st</sup> March 1997 as amended from time to time. This registration is valid till 31.08.2021.
- **16.** Our Imports are subject to the Import Policy of Government of India (Actual User condition, Non-Industrial R&D Institutions).

The quotation should be addressed to the **Director**, **CSIR-National Geophysical Research Institute**, **Uppal Road**, **Hyderabad-500007**, **Telangana**. **India**.

भवदीय/Yours faithfully,

(S.S. CHOUDHARY)

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Stores & Purchase Officer भंडार एवं प्रय अधिकारी/ Stores & Purchase Officer वै.औ.अ.प.-सब्ट्रीय भूगोतिकीय अनुसंधान संस्थान

CSIR-National Geophysical Research Institute उपनल रोड, हैदसबाद - 500 007, भारत Uppal Road, Hyderabad - 500 007, INDIA