



**INTERNATIONAL ADVANCED RESEARCH CENTRE FOR
POWDER METALLURGY AND NEW MATERIALS (ARCI),**
Balapur P.O, R.R. District, Hyderabad – 500 005, Telangana, India
Tel: 040-244523326, Fax: 040-24442699
Web Site: www.arci.res.in, eMail: stores@arci.res.in

Tender No. SC20180333/PO

Date: 22.04.2019

TENDER DOCUMENT
PROCUREMENT OF CARBONYL NICKEL POWDER

1.	EMD (Earnest Money Deposit/Bid Security)	INR 11,500/-
2.	Tender document published date	22.04.2019
3.	Bid documents can be downloaded from	www.arci.res.in www.eprocure.gov.in
4.	Clarification start date and end date	23.04.2019 to 26.04.2019
5.	Bid submission start date and time	29.04.2019 at 9:00 PM
6.	Bid submission end date and time	20.05.2019 up to 03:30 PM
7.	Bids opening date and time (for Technical bids covers)	23.05.2019 at 02:30 PM



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Balapur P.O, R.R. District, Hyderabad – 500 005, Telangana, India

Tel: 040-24452326, Fax: 040-24442699

Web Site: www.arci.res.in eMail: stores@arci.res.in

Instructions to Bidder

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TENDER NOTICE

International Advanced Research Centre for Powder Metallurgy and New Materials (ARCI) is an Autonomous Research and Development Centre of Department of Science and Technology (DST), Government of India with main campus at Hyderabad and with operations in Chennai and Gurugram.

ARCI would like to procure the following item. The Technical Specifications Schedule of Requirements and Allied Technical details are given in Part-1 of tender document.

Item: Procurement of Carbonyl Nickel Powder.

Tender Enquiry No: (Case No.) **SC20180333/PO dated 22.04.2019**

- Last date and time of submission of Tender (EMD, Technical and Price Bid): **20.05.2019** before 3:30 PM.
- EMD should be in the form of Demand Draft drawn in favour of **Director, International Advanced Research Centre, payable at Hyderabad.**
- **Estimated value: INR 4,50,000/-**
- The item to be delivered at:

International Advanced Research Centre for Powder Metallurgy and New Materials, Balapur Post, Hyderabad – 500 005, Telangana, India.

- **Estimated Delivery period: 3 months**

The tender document should consist of the following:

Two bid system should be followed for this tender. In this system the bidder must submit offer in three separate sealed envelopes i.e., one envelope for each for EMD, Technical Bid and Commercial Bid. These envelopes should be securely sealed and stamped separately and clearly marked as “**Envelope No.1- EMD**”, “**Envelope No. 2- Technical Bid**” and “**Envelope No.3 – Commercial Bid**”. All the sealed envelopes should be placed in another larger envelope. The main envelope which will contain all the envelopes should be super-scribed with the tender enquiry no. **SC20180333/PO** date **22.04.2019** due on **20.05.2019** with name of the equipment /item and is to be submitted to the address given below so as to reach **on or before 20.05.2019 by 03:30 PM.**

The Bidder should ensure that the Prices are mentioned only in the Financial Bid and nowhere in the Technical Bid.

Validity of Bid

Quotation should have minimum validity of **120 days** from the date of opening.

Address for submission of the Tender:

International Advanced Research Centre for Powder Metallurgy and New Materials, Balapur Post, Hyderabad – 500 005, Telangana, India.

Last date for submission: 20.05.2019 at 03:30 PM

Tender should be submitted before last date stated above. **If the last date of bid submission is a closed holiday, the next working day will be treated as Bid submission closing date.** The Tenders not accompanied by EMD in the form of Demand Draft in favour of Director, ARCI, payable at Hyderabad are liable for rejection.

The bid can be submitted in person or through post/courier. ARCI will not be responsible for transit delay for tenders submitted by Post / Courier etc.

All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

Clarification on bid

Bidders can seek clarification as per the schedule start and end date through email IDs given below:

For technical clarifications: **chandru@arci.res.in**

For commercial clarifications: **stores@arci.res.in**

Opening of the tender

The offer/bid will be opened by a committee duly constituted for this purpose. The bidder if interested may participate on the tender opening date and time. The bidder should produce authorization letter from their company to participate in the tender opening. Only one representative will be allowed to participate in the tender opening. The schedule of tender opening is:

Technical Bid opening date and Time: **23.05.2019 at 02.30 PM (Thursday)**

PLACE: - International Advanced Research Centre for Powder Metallurgy and New Materials, Balapur Post, Hyderabad – 500 005, Telangana, India.

The bidders who are technically qualified will be called separately for opening of price bids.

Award of Contract

Contract will be awarded to successful bidder and a copy of the award of the contract will be uploaded in CPP portal after finalizing the tender.

Disqualification of the Tenders:

The tenders are liable for rejection in the following circumstances:

- If they are not in line with the terms and conditions of this tender notice
- Conditional quotations
- Incomplete tenders
- Tenders without EMD
- Tenders submitted through Fax or e-mail
- If two bid system is not followed.

Director, ARCI reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons there for.

IMPORTANT NOTE: Amendment, Corrigendum if any to this tender document, WILL BE HOSTED ONLY IN ARCI WEBSITE and CPP Portal and no separate Press Notification will be issued. Bidders are advised to visit our website and CPP Portal regularly to know such details.

Director, ARCI, Hyderabad

PART-1

TECHNICAL BID (Terms and Conditions)

I. Vendor qualification criteria:

- A. Original Equipment Manufacturer (OEM) or authorized representatives of OEM only can quote for this tender. Vendor should submit authorization letter valid on tender date from OEM along with the quotation.
- B. The OEM should have proven expertise in manufacture and supply of the item.
- C. The bidder should have supplied at least 05 or more similar stores in India or abroad in the last 5 years.
- D. OEM is required to submit a letter of commitment at the time of quote for supply of stores.
- E. Failure to meet any of the above vendor qualification criteria may lead to disqualification of tender at technical evaluation stage itself and vendor's quotation may not be considered for procurement.

II. Acceptance criteria:

- A. The stores will be accepted as per technical specification's given in **Annexure I (Scope of supply)** and end user acceptance is final.

III. Other aspects:

1. PATENT RIGHTS:

The Supplier shall indemnify ARCI against all third-party claims of infringement of patent, trademark or industrial design rights, copy rights arising from use of the Goods or any part thereof in India.

2. Export License:

The supplier should clearly indicate their ability/readiness to obtain the export license /clearance from the concerned authority for the supply of the unit as per the contract specifications to ARCI.

3. Technical compliance statement:

The vendor should provide item wise details against each and every specification, Deviations if any are to be highlighted. Suppliers are required to provide the Technical Compliance Statement as per Annexure – II while submitting the Technical Bid (Cover 2).

4. Guarantee/warranty:

The stores should carry warranty for any manufacturing defects and shall be replace for any manufacturing defects at their cost and risk.

5. Delivery/ time schedule:

The offer shall be accompanied by a detailed delivery time schedule showing the individual time schedule required for delivery.

6. 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. 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 material has to be dispatched with International standard packing to withstand rigors and to avoid any transit damages.

7. Insurance:

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

For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (final destinations) on "All Risks" basis including war Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after dispatch **or upto installation and commissioning of stores whichever is later**. However, in case of orders placed on FOB/FCA basis, the purchaser shall arrange insurance.

8. General instructions:

- A. The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation. **The price should not be mentioned anywhere in this document.**
- B. Tenders, which are submitted without following the Two-Bid Offer System, are liable to be rejected.
- C. The technical offer should be complete to indicate that all products and services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. Unsigned Tenders are liable to be rejected. Failure to comply with this requirement may result in the bid being rejected.
- D. The purpose of certain specific conditions is to get or procure best product/service etc. for ARCI. The opinion of Technical Committee shall be the guiding factor for technical short listing.
- E. Vendor should provide list of deliverables / bill of materials and services.

PART- 2

EARNEST MONEY DEPOSIT

Earnest Money Deposit (EMD) in the form of Indian or foreign demand draft Drawn in favour of **Director, International Advanced Research Centre, Payable at Hyderabad.**

No interest is payable on EMD. The EMD will be returned to the bidders(s)/Agents whose offer is not accepted by ARCI within one month from the date of the placing of the final order(s) on the selected bidder(s). EMD of the successful bidder shall be converted into performance guarantee and shall be release on submission of bank guarantee.

EMD in the form of BG is not acceptable.

Amount of EMD INR 11,500.00 (Rupees Eleven Thousand Five Hundred only) in INR or equivalent foreign currency.

Bidder registered with Department of Micro, Small and Medium Enterprises as MSMEs and having valid NSIC registration are exempted for payment of EMD subject to submission of documentary evidences. Copies of registration certificate and other supporting documents should be submitted in Cover No. 1. It is mandatory for the supplier to submit valid NSIC registration certificate having the duration of the validity of the certificate, so as to get the exemption from submitting EMD. Non-compliance of which the bid will be disqualified.

PART-3

PRICE BID

I. Terms and Conditions:

- a) Envelope 3 should contain price schedule (as per the table) complete in all respects with proper seal and signature of authorized person.
- b) Tender with any condition, including conditional rebate, are liable to be rejected.
- c) Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part- III) only.
- d) The Bidders are requested to quote for **research institutional prices** for stores, since ARCI is eligible for the same. The quoting party should ensure that the quoted prices are the minimum and that have not quoted the same item on lesser rates than those being offered to ARCI to any other customer.
- e) Printed conditions of the vendor submitted with the tender will not be binding on ARCI.
- f) The commercial bids of only the technically qualified bidders shall be considered for further processing.
- g) The price quoted shall be considered firm and no price escalation will be permitted during the currency of contract. The quotation should be in standard currency on Ex works/FOB/FOR basis. Freight, insurance, Agency commission (if any) and commissioning charges, if not included, may be quoted separately in Commercial Bid.
- h) Commercial Bid (prices quoted) should not be enclosed in the technical bid envelope. If the price quote is submitted with technical bid the tender are liable to be rejected.
- i) The Director ARCI reserves the right to accept the offer in full or in parts or reject summarily or partly thereof.

II. Payment terms:

1. For import:

An irrevocable Letter of Credit [L/C] for 100% of the order value will be established by the purchaser in favour of the supplier, through purchaser's bank in India once the following condition is met:

Receipt of order acknowledgement and acceptance of the order:

THE ACTUAL PAYMENT TO SUPPLIER WILL HOWEVER BE RELEASED IN THE FOLLOWING MANNER:

Payment for 100% of the order value will be made upon shipment of the stores negotiation of the following shipping documents through L/C:

- A) Signed Commercial Invoice - Original + 5 Copies
- B) Airway Bill/Bill of lading - Original + 5 Copies.
- C) Packing List -Original + 5 Copies
- D) Certificate of conformity from the supplier that stores/equipment has been tested by the

supplier and the same meet the technical specification - Original + 3 Copies.

E) Supplier's Certificate to the effect that the contents in each package are not less than those entered in the Invoice and the Packing List - Original + 3 Copies.

2. Domestic purchase:

Payment Terms

Subject to deduction of taxes at source, if any,

100% of the goods cost + 100% taxes will be paid after receipt of the goods/stores at our site subject to inspection & acceptance of the goods/works/commissioning by ARCI authorities.

III. Inspection certificate (IC):

On receipt of stores, the purchaser will inspect the stores as per the technical specifications and issue inspection certificate based on which payment will be released.

IV. Liquidated Damages (LD):

As time is the essence of the contract, delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise, LD clause will be applicable/enforced. If the supplier fails to supply the stores as per specifications mentioned in the order within the due date, ARCI may levy a penalty for such delay by way of liquidated damages, at 0.5% per week of delay or part thereof, and in aggregate not exceeding 10% of the order value. Such LD will be deducted from any amount due or which may become due to the supplier.

V. Order acceptance:

The successful bidder, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract / order failing which the EMD will be forfeited.

VI. Award of contract:

ARCI reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.

VII. Corrupt or Fraudulent Practices:

ARCI requires that the bidders who wish to bid for this project have highest standards of ethics. ARCI will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. ARCI may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

VIII. Interpretation of the clauses in the Tender Document / Contract Document:

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender

Document, Director, ARCI's interpretation of the clauses shall be final and binding on all parties.

The stores must be supported by service personnel trained by the principal vendors. The vendor will have to arrange for all the testing equipment & tools required for testing & maintenance etc.

IX. Indemnity:

The vendor shall indemnify, protect and save ARCI against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment's supplied by him.

X. Arbitration

For Domestic Supplier

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to arbitrator appointed by Director ARCI. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

The venue of the arbitration shall be the place from where the purchase order/contract is issued.

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

For Imports

In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

PRICE SCHEDULE FOR FOREIGN SUPPLIERS

Currency _____:

Country of origin _____

Sl. No.	ARCI item code	Name of the Goods	Unit of measurement	Quantity	Price	Discount	Taxes if any	Price in currency
Total in foreign Currency								
Packing and forwarding Charges								
Ex work prices								
AMOUNT IN WORD								

Note: The Bidder may please fill in this form or the same may be typewritten on the Letter Head of the Bidder exactly as per the above format and submit the same as per the instructions given in the tender document.

NOTE: For imports, ARCI is entitled for concessional Customs duty as per Notification No.51/96-Custom (as notified by GST council). Hence rates to be quoted accordingly.

PRICE SCHEDULE FOR DOMESTIC SUPPLIERS

Sl No.	ARCI item code	Name of the Goods / Services / Works	HSN / SAC codes	UOM	Quantity	Unit Price	Discount	C G S T	SGS T	IGS T	Total Tax amount	Total amount (including tax)
1												
Total price (FOR ARCI, Hyderabad)												
AMOUNT IN WORDS:												

Note: The Bidder may please fill in this form or the same may be typewritten on the Letter Head of the Bidder exactly as per the above format and submit the same as per the instructions given in the tender document.

NOTE:

- I. **ARCI is a public funded research institution, concessional GST rate @ 5% may please be quoted for the supply of goods with reference to GST Notification no. 45/2017 dated 14.11.2017. ARCI will provide certificate for the same.**
- II. **For imports, ARCI is entitled for concessional Customs duty as per Notification No.51/96-Custom (as notified by GST council). Hence rates to be quoted accordingly.**

Other information:

- a) Installation and commission charges, if any to be added as a line item in the format given above.
- b) Prices of accessories, spares and consumables must be added as a line item as per the format given above
- c) Optional items, if any, and their prices should be mentioned separately

[SIGNATURE OF BIDDER]
NAME AND ADDRESS OF BIDDER

Declaration by the Vendor

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper authorization. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions of the tender. We have not given any printed conditions beyond the scope of this tender. This is also certified that I/We/our principal manufacturing firm has no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Signature:

Name:

Address:

Designation:

On behalf of:

SCOPE OF WORK

Scope of the Supply: PROCUREMENT OF CARBONYL NICKEL POWDER.

Specifications of powder:

1. Type: Carbonyl nickel powder
2. Particle size (Fisher sub-sieve sizer): 3.0-6.0 micrometers
3. Chemistry:
 - (i) Nickel content = 99.8% (min.)
 - (ii) Carbon = 600 to 1000 ppm,
 - (iii) Oxygen = 600 to 1500 ppm,
 - (iv) Iron = less than 50 ppm and
 - (v) Sulfur = less than 5 ppm
4. Vendor should submit the test certificate of analysis along with the supply of material
5. Vendor should have supplied this type of powder globally for the last 5 years
6. Vendor should either be the manufacturer or the authorised dealer / distributor of the supplier

Supply and services must be done at

**International Advanced Research Centre for Powder Metallurgy and New
Materials, Balapur Post, Hyderabad – 500 005, Telangana, India**

TECHNICAL COMPLIANCE STATEMENT

PROCUREMENT OF CARBONYL NICKEL POWDER.

Specifications	Technically compliance as per specification given (Yes/No)	Remarks (if any)
Specification of Powder		
Type: Carbonyl nickel powder		
Particle size (Fisher sub-sieve sizer): 3.0-6.0 micrometers		
Chemistry		
(i) Nickel content = 99.8% (min.)		
(ii) Carbon = 600 to 1000 ppm,		
(iii) Oxygen = 600 to 1500 ppm,		
(iv) Iron = less than 50 ppm		
(v) Sulfur = less than 5 ppm		

Suppliers are required to provide this Technical Compliance Statement while submitting the Technical Bid (Cover 2).

CHECK LIST

BIDDER HAS TO FILL IN THE CHECK LIST GIVEN BELOW

(State YES/NO for each item)

1	If bidder is not an original equipment manufacturer, authorization letter attached.	
2.	Whether Earnest Money Deposit (EMD) Submitted (envelope I)	
3.	Whether Technical Bid (envelope II) Submitted	
4.	Whether Commercial Bid (envelope III) Submitted	
5.	Whether the EMD (envelope I), Technical Bid (envelope II) and Price Bid (envelope III) are submitted in separate covers and all the covers enclosed in a common envelope.	
6.	Whether copies of GST Registration certificate and PAN Card enclosed	
7.	Whether declaration form signed and submitted	
8.	Validity of 120 days from the date of opening	
10.	Does the stores comply with all the specifications mentioned	
11.	Technical Compliance Statement (Annexure-II) submitted	
12.	Whether all pages of tender document signed and submitted	

NOTE: Please ensure all the relevant boxes are marked YES/NO against each column.

IMPORTANT NOTE: Tenderers must ensure that all the required documents indicated in the Tender documents are submitted without fail. Tenders received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.