



इंटरनेशनल एडवांस्ड रिसर्च सेंटर फॉर पाउडर मेटलर्जी एंड न्यू मेटेरियल्स (एआरसीआई)

(भारत सरकार, विज्ञान एवं प्रौद्योगिकी विभाग का स्वायत्त अनुसंधान एवं विकास केन्द्र)

बालापुर : डाकघर : हैदराबाद 500005, तेलंगाना , भारत

**International Advanced Research Centre For Powder Metallurgy  
And New Materials (ARC International)**

(An autonomous Research & Development Centre of Department of Science and Technology, Government of India)  
BALAPUR (PO), HYDERABAD 500 005, TELANGANA, INDIA

Phone: 0091 40 24452326 / 24452357 Fax: 0091 40 24442699, 24443168 E-Mail : stores@arci.res.in Website : www.arci.res.in

GST No: 36AAAAI0324C1ZG

**LIMITED TENDER**

**NOTICE INVITING TENDER**

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.

Director ARCI would like to procure the Goods / Services / Works as per the ANNEXURE- I . The technical specifications / scope of work along with schedule of requirements and allied technical details are given in ANNEXURE- II of this tender enquiry.

**1. Name of the Goods / Services / Works : SUPPLY OF CERAMIC SUSPENSIONS FOR CORROSION RESISTANT APPLICATIONS**

**2. Enquiry No. and Date : EC20210074/PO Dated 04/10/2021**

**3. Due date and Time for Receipt of Tender: 15/12/2021 Upto 15:30 Hrs.**

**4. Tender fee and EMD : Rs. 0 and Rs. 0 respectively.**

**5. Address for submission of tender: International Advanced Research Centre for Powder Metallurgy and New Materials (ARC International), Balapur (PO), Hyderabad - 500 005. TELANGANA, INDIA. Phone: 0091 40 2445 2326 / 24452 2357**

**6. Delivery Period: 05 weeks from the date of P.O**

**7. Delivery of Goods / Services / works to be carried out at : International Advanced Research Centre for Powder Metallurgy and New Materials (ARC International), Balapur (PO), Hyderabad - 500 005. TELANGANA, INDIA. Phone: 0091 40 2445 2326 / 24452 2357**

**8. Mode of Submission: Single BID**

**Submission of Tender / Quotation through Single Bid Procedure**

Quotation must be sent as per the terms of conditions mentioned in this enquiry in a sealed cover mentioning our TENDER ENQUIRY NUMBER AND DUE DATE on the envelope and is to be submitted to the address given above on or before the due date.

Quotation can also be send by email to email Id toc@arci.res.in before the due date without any CC and BCC.Tender enquiry number and its due date must be mentioned in the subject otherwise tender shall not be considered.

## GENERAL TERMS AND CONDITIONS

1. Price quoted should be valid for 120 days from the date of closing the bid.
2. Tender should be submitted before the due date stated above.
3. The bid can be submitted in person or through post / courier. ARCI will not be responsible for transit delays for tenders submitted by Post / Courier etc. Late Bid/s (bid received after due date/time) in published tender enquiry will not be considered.
4. **IF ANY AGENT/DISTRIBUTOR/PARTNER IS SUBMITTING BID ON BEHALF OF THEIR ORIGINAL MANUFACTURER OF EQUIPMENT (OEMs), THE NAME OF THE OEM ON WHOSE BEHALF THE TENDER IS BEING SUBMITTED MUST BE MENTIONED IN THE TECHNICAL BID ALONG WITH SUPPORTING AUTHORISATION LETTER AND THIS IS ALSO TO BE SUPER-SCRIBED IN THE ENVELOPE.**

### **Bid submission clause:**

- a. **In a Tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product/works in the same tender.**
  - b. **If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product/works.**  
**In case of any deviation found, bid(s) will be disqualified.**
5. Amendments, corrigendum to this tender will be intimated individually to the bidders.
  6. Vendor's qualification criteria, pre-dispatch inspection, acceptance criteria, patent rights, training, infrastructure required for installation, manual, software, drawing, after sales services, export license, other technical compliance, guarantee, deliver schedule etc. are mentioned in Annexure -II (Technical details of the item). Bidder should read the details carefully and quote accordingly. The purpose of certain specific conditions mentioned in the technical specification is to get or procure best service etc. for ARCI. The opinion of Technical Committee shall be the guiding factor for technical short listing.
  7. The tender shall be submitted in English language only.
  8. Any person signing the tender shall submit documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company, as the case may be.
  9. The Bidders are requested to quote for research institutional prices for Machine/ Equipment / materials as ARCI is eligible for the same. The quoting party should ensure that the quoted prices are the minimum and that same item was not quoted for lesser rates than those being offered to ARCI.
  10. The price quoted shall be considered firm and no price change will be permitted during the currency of contract. Domestic bidders should provide the total cost in FOR Price. Cost of Installation and commissioning if extra, may be quoted separately. Foreign bidders should quote in standard currency on Ex-works, FOB/FCA and CIP Incoterms basis. Agency commission, if any, may be quoted separately. ARCI may opt for any one of the incoterms.

### **11. For Domestic Bidders:**

- a. The bidders should provide PAN number, GSTIN number and bank account details for electronic transfer as per format attached.
- b. The bidders should quote the prices on the basis of FOR/FREE DELIVERY AT ARCI (Hyderabad or Chennai as applicable) which should consider all the cost related to Packing, Forwarding/transportation and Insurance (if any).
- c. Bidder should clearly mention the warranty period (if any) and delivery time of the item/services in quotation without any ambiguity.
- d. For Buy Back item/s (if any), bidder should mention item wise price and applicable GST on buy back item/s. If GST amount/rate is not mentioned separately for buy back, it will be treated as a unresponsive price bid.
- e. ARCI is a public funded research institution; concessional GST rate may please be quoted with reference to GST Notification no. 45/2017 dated 14/11/2017. ARCI will provide certificate for the same.

### **12. For Services / Works:**

- a. Tenderers are advised to inspect and examine the work site, its surroundings, nature and scope of the work, requirement of equipment, materials, tools and instruments necessary for the faithful performance of the work before submission of tenders (if required). The tenderer is also advised to obtain all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his tender. It shall be assumed that the tenderer has taken into account all conditions and difficulties that may be encountered during progress and performance of the work. No claims for extra payment due to any special site conditions shall be entertained after acceptance of the tender.
- b. The tenderer shall produce License / Certificate or letter to the effect that he/she is capable of obtaining license to employ contract labour from Central Labour Authorities on award of the contract.
- c. The contractor shall comply with the statutory provisions of various acts governing the nature of work like Payment of wages Act, 1936, Minimum wages Act, 1948, Employment Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961 and Contract Labour (Regulation & Abolition) Act, 1970 or the modifications thereof and any other statutory provision relating thereto and the rules made there under from time to time.
- d. The price to be quoted by the tenderer shall include all incidences of taxes, and duties (State Govt./Central Govt.) fulfilling statutory obligations towards payment of minimum wages, Employees Provident Fund, Insurance and ESI etc., and also the obligations to be discharged under Contract Labor (Regulation & Abolition) Act 1970.
- e. For AMC, authorization letter from the principal/ OEM must be provided.
- f. The contract shall remain valid for the given period. On expiry of the term, the contract may be renewed on mutually agreed terms.
- g. The contract shall be liable for termination on giving minimum of one month notice by either side. During the period of notice both the parties shall continue to discharge their duties and obligations.
- h. The successful contractor shall provide a security deposit to the extent of 10% of total value of annual contract. This clause is not applicable for AMCs.
- i. The Director shall not be responsible for any injury or loss of limb or life of any worker/workers of the contractor that may take place while on work. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor.

responsibility of the contractor.

**13. For Goods:**

- a. Packing and forwarding: Supplier shall provide suitable packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination either by road/sea/air or multiple modes/handling. The Material has to be dispatched with International standard packing to withstand rigors of transit, and to avoid any transit damages.
- b. Insurance:
  - i. For Domestic Suppliers : The delivery/price are on FOR ARCI basis. The supplier is advised to ensure that the goods delivered at ARCI are not damaged during the transit or obtain transit insurance for the same.
  - ii. For Foreign Suppliers: For delivery of goods at the purchaser's premises under CIP/CIF Incoterm, the insurance shall be obtained by the supplier for 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 from the designated port .

**14. For Limited Tenders:**

**Any non-invited bidder wishes to participate in limited tender enquiries, needs to send a request emailing to stores@arci.res.in with credentials at least 10 days before the due date to ARCI for allowing them to participate in limited tender process. Any non-invited bid is received without prior consent of ARCI shall be treated as "unsolicited bid" and shall not be considered.**

15. 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.

**TENDER REJECTION CRITERIA**

**The tenders are liable for rejection in the following circumstances:**

- a. If they are not in line with the terms and conditions of this tender enquiry.
- b. Conditional quotations.
- c. Incomplete tenders.
- d. Unsigned Tenders.
- e. Tenders submitted through Fax.
- f. If two bid system is not followed (if called for).
- g. Tenders submitted without enquiry number and due date.
- h. If name of OEM is not mentioned in the cover of envelope and authorization letter from OEM in the technical bid submitted.
- i. The firm need to quote all the charges /prices as per the tender requirement, if any firm quote nil charges/consideration , the bid shall be treated as unresponsive bid and will not be considered.

## PAYMENT TERMS

### 1. DOMESTIC PURCHASES:

#### a. Where Warranty is applicable

Subject to deduction of taxes at source, if any, 90% of the goods cost + 100% taxes will be paid after receipt of the goods at our site subject to inspection & acceptance of the Goods / works / commissioning by ARCI authorities. Balance 10% will be paid against submission of Performance Bank Guarantee (i.e. 10% of the total order value excluding taxes etc.) from a Nationalized /Scheduled Bank valid till the expiry of the warranty period OR after completion of warranty period from the date of successful commissioning of equipment at ARCI.

#### b. For other cases

100% will be paid through electronic transfer after receipt and acceptance of materials.

### 2. DOMESTIC CONTRACTS FOR SERVICES / WORKS:

#### a. For AMC.

Subject to deduction of taxes at source, if any, total order value will be paid in one/two/four equal installments subject to receipt of invoice and satisfactory service report by the end user.

#### b. For Fabrication/job work.

Subject to deduction of taxes at source, if any, 100% will be paid through electronic transfer after completion of job/works and its acceptance.

#### c. For Services.

Subject to deduction of taxes at source, if any, payment shall be made on monthly basis after receipt of invoice supported by satisfactory service report/inspection.

### 3. FOREIGN SUPPLY OF GOODS:

#### a. Where Warranty is applicable

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 conditions are met:

##### **Receipt of order acknowledgement and acceptance of the order.**

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

Payment for 90% of the order value will be made upon shipment of the equipment and negotiation of the following shipping documents through L/C:

- i. Signed Commercial Invoice - Original + 5 Copies
- ii. Airway Bill/Bill of lading - Original + 5 Copies.
- iii. Packing List -Original + 5 Copies
- iv. 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.
- v. 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.

Balance 10% of the order value will be released through L/C upon submission of the following documents:

- i. Commercial Invoice for 10% order value.
- ii. Final Acceptance Certificate [FAC] issued by the purchaser/authorized representative in original against satisfactory installation and commissioning of the equipment at ARCI Site.
- iii. Bank Guarantee Equivalent to 10% of total order value covering warranty period of the equipment issued or counter guaranteed by an Indian Bank clearly mentioning the relation with OEM if submitted by Indian Agent.
- iv. If the above-mentioned performance bank guarantee is not provided, 10% of the order value (i.e. second stage payment) will be released only after the expiry of the warranty period from the date of FAC.

#### b. For other cases

100% will be paid through electronic transfer after receipt and acceptance of materials or through Letter of Credit (LC) against shipping document.

### 4. FOREIGN CONTRACTS FOR SERVICES / WORKS:

#### a. For AMC.

Total order value will be paid in one/ two/four equal installments subject to receipt of invoice and satisfactory services report by the end user.

#### b. For Fabrication/job work.

100% will be paid through wire transfer or Telegraphic Transfer on completion of job/works and its acceptance.

**HOWEVER PAYMENT TERMS SHALL BE DECIDED BASED ON THE NATURE OF SERVICE / WORKS.**

**OTHER TERMS & CONDITIONS**

**1. 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.

**2. 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.

**3. LIQUIDATED DAMAGES (LD):**

As time is the essence of the contract, delivery period mentioned in the Service Order should be strictly adhered to. Otherwise, LD clause will be applicable /enforced. If the supplier fails to fulfill the obligations 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 5% of the order value. Such LD will be deducted from any amount due or which may become due to the supplier.

**4. 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 was 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 at any time it is determined that the vendor has engaged in corrupt and fraudulent practices before or during the execution of contract.

**5. ARBITRATION:**

**For Domestic Suppliers:**

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 the 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 Foreign Suppliers:**

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 (a) above. 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.



**Senior Stores & Purchase Officer**

Annexure - I

**ITEM DETAILS**

As per specifications of items mentioned in Annexure - II

Item Code	Item Description	Unit of Measure	Item Delivery Quantity	Date
114003336	WATER BASED AL2O3 SUSPENSION - 30 WT%	Liter	20	
114003337	WATER BASED Y2O3 SUSPENSION - 30 WT%	Liter	15	

Annexure - II

**Technical Details of Items**

Item Code	Item Description
114003336	WATER BASED AL2O3 SUSPENSION - 30 WT% WATER BASED AL2O3 SUSPENSION suitable for spraying with Axial III Plasma spray torch with 30 WT% solid loading. Average particle size should be 2 to 5 microns The approximate powder content should be more than 0.35 kgs

Technical Details of Items

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Item Code	Item Description
114003337	WATER BASED Y <sub>2</sub> O <sub>3</sub> SUSPENSION - 30 WT% WATER BASED Y <sub>2</sub> O <sub>3</sub> SUSPENSION suitable for spraying with Axial III Plasma spray torch with 30 WT% solid loading. Average particle size should be 1.5 to 3.5 microns The approximate powder content should be more than 0.35 kgs

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**PRICE SCHEDULE FOR SUPPLY OF GOODS / SERVICES (DOMESTIC)**

Sl No	ARCI item code	Name of the Goods / Services / Works	HSN / SAC codes	UoM	Quantity	Unit Price	Discount	CGST	SGST	IGST	Total Tax amount	Total amount (including tax)
<b>Amount in Words:</b> (FOR ARCI Hyderabad/Chennai)												

*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:**

1. 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.
2. **For domestic bidder, price quoted should be FOR (destination) price which should include packing, freight and insurance, if any. Cost of Installation and commissioning if extra, may be quoted separately.**
3. 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:**

1. Installation and commission charges, if any to be added as a line item in the format given above.
2. Prices of accessories, spares and consumables must be added as a line item as per the format given above.
3. Optional items, if any, and their prices with applicable taxes and HSN/SAC codes should be mentioned separately

[SIGNATURE OF BIDDER]  
NAME AND ADDRESS OF BIDDER

**PRICE SCHEDULE FOR SUPPLY OF GOODS / SERVICES (FOREIGN)**

Currency: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

Sl No	ARCI item code	Name of the Goods / Services / Works	Unit of Measurement	Quantity	Price	Discount	Taxes if any	Price in Currency
<b>Ex work prices:</b>								
<b>Packing and forwarding Charges:</b>								
<b>TOTAL Charges (FOB/FCA Incoterms):</b>								
<b>CIP Charges:</b>								
<b>Total in Foreign Currency (in CIP Incoterms):</b>								
<b>Amount in Words:</b>								

*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:**

1. 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.
2. **Foreign bidders should quote in standard currency on Ex-works, FOB/FCA and CIP Incoterms basis. Agency commission, if any, may be quoted separately. ARCI may opt for any one of the incoterms.**

**Other Information:**

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

[SIGNATURE OF BIDDER]  
NAME AND ADDRESS OF BIDDER

**CHECK LIST FOR TENDER ENQUIRIES**  
**BIDDER HAS TO FILL IN THE CHECK LIST GIVEN BELOW**

(State YES/NO for each item)

1.	Whether tender documents are properly sealed in envelope, tender enquiry number and due date are mentioned in the envelope.	
2.	If bidder is quoting in behalf of an original equipment manufacturer, whether the name of the OEM(principal) is mentioned in the cover of the envelope.	
3.	If bidder is not an original equipment manufacturer, authorization letter attached.	
4.	If this tender is for two bid system, whether Technical Bid in envelope –I and Commercial bid in envelope- II are submitted in separate covers and all the covers are enclosed in common envelope.	
5.	If email quotation is called for, quotation are required to be sent to email mail id toc@arci.res.in without any CC and BCC.	
6.	If email quotation is called for, whether tender enquiry number and due date are mentioned in the email subject.	
7.	Validity of 120 days from the date of opening.	
8.	Whether warranty clause mentioned.	
9.	For domestic supplier, whether the Price mentioned is FOR(destination)	
10.	Whether Delivery period mentioned	
11.	Whether Price Reasonability Certificate provided (if applicable)	
12.	Does the instrument comply with all the specifications mentioned.	
13.	Whether the non-invited supplier has taken prior consent of ARCI for participating in this tender.	
14.	Whether Payment terms mentioned.	

**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.**