



सी एस आई आर-केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान CSIR - CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE

(सी०एस०आई०आर० का एक संघटक संस्थापन, भारत सरकार) (A Constituent Establishment of CSIR, Govt. of India)

महात्मा गांधी एवेन्यू,
दुर्गापुर - 713209, भारत



Mahatma Gandhi Avenue
Durgapur - 713209, India

CSIR-CMERI

TENDER DOCUMENT

No. PUR/359/CoEFM/11/2018-19/P

Dated :03.01.2019

To
M/s. Veris Technologies, Inc
1925 Clay Ridge Court
Salina, KS 67401
USA
e-mail: Support@VerisTech.com

Sub	Procurement of Veris MSP3 Soil Mapper for measuring Electrical Conductivity, Organic Matter and pH.
Delivery Site	CSIR-CMERI Centre of Excellence Farm Machinery (CoEFM) Opp. GNE College, Gill Road, Ludhinana-141006 (Punjab).
Nearest Airport to Deliver Site	New Delhi Airport.

Dear Sir,

E- Bids for purchase of the items(s) detailed below are invited through the electronic tendering process of Government of India, <https://etenders.gov.in>. Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-CMERI.

Sl.No	Detailed specification of the items	Qty
1.	<p>Veris MSP3 Soil Mapper (tractor operated) For measuring</p> <p>Electrical Conductivity (EC), Organic Matter (OM) and Ph with a capability to geo reference the data.</p> <p>Specifications</p> <p>EC Surveyor instrument:</p> <ul style="list-style-type: none">• Coulter-Electrode Blade Diameter: 17" (43 cm); thickness 4mm; with tapered roller bearings and cast iron hubs• Rock guards for hub and cap protection• Power: 10-15 volts DC; cigarette lighter power cord included• Input: EC signal cable• Data recording: Veris Soil Viewer on laptop PC (Windows 7 or 10 OS) or Veris Data Logger <p>Sensor Data-Logger</p> <ul style="list-style-type: none">• Should be Compatible with Windows 7 or 10 OS• Displays EC, OM, and pH data real-time for coverage verification and visual review of map quality• Records geo-referenced soil data to computer	01 No.

INTERNET : <http://www.cmeri.res.in>, CMERI Telephone Directory : <http://www.cmeri.res.in/directory>
Help Desk : +91-343-6510 702, Fax : +91-343-254 8204, Administration : +91-343-6510 301 / 254 4282, Fax : +91-343-254 5491
Business Development Group : +91-343-6510 327, E-mail : pme@cmeri.res.in
Stores & Purchase : +91-343-6510 333 / 332, Fax : +91-343-254 6586, E-mail : pur@cmeri.res.in
Working Days : Monday – Friday, Working Hours : 09:30 - 18:00

	<p>Optic Mapper Module</p> <ul style="list-style-type: none"> • Should be Compatible with Windows 7 or 10 OS • Displays EC, OM, and pH data real-time for coverage verification and visual review of map quality • Records geo-referenced soil data to computer <p>Soil Viewer On-the-go mapping software</p> <ul style="list-style-type: none"> • Should be Compatible with Windows 7 or 10 OS • Displays EC, OM, and pH data real-time for coverage verification and visual review of map quality • Records geo-referenced soil data to computer • Export formats compatible with ArcGIS <p>General:</p> <ul style="list-style-type: none"> • Overall dimensions—Implement: width: 90" (229 cm); height: 72" (182 cm); length: 3-point: 108" (9ft) (275 cm) pull-type: 14.5' (396 cm) • Weight: basic implement without weight package: 1800 lbs (635 kg) • Road Kit: stop, turn, and clearance lights with 4 pin flat trailer plug • Tire size: P205 R75 highway tires • 2" ball coupler and safety chain with 7,000 lb rating (3173 kg); maximum road speed: 55 mph (93 km/hr) (pull-type only) • Should have inbuilt GPS to record geo-referenced data and also with a provision to connect third party RTK/GPS systems. [GPS Requirement: NMEA 0183 protocol; input from GGA and VTG or RMC strings at a 1 Hz rate (4800-8-N-1); serial connection with DB9 connector, female sockets; GPS signal on pin 2, ground on pin 5; no signal or power on other pins] • Compatible DISPLAY (touchscreen) for controlling the MSP3 and to monitor and map field information in real time (Optional - Separate quote to be attached). • Should have the capability to generate EC, OM, pH georeferenced maps and prescription maps (to be used with variable rate fertilizer applicator). • Should include standard accessories like OHMMETER, TEST LOAD AND TEST BOX and necessary tool kit for repair and maintenance. 	
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The e-Bid shall be digitally signed by the bidder at the e-tendering portal by person/persons duly authorized to bind the Bidder to the contract. The person or persons signing the e-bid shall also physically sign each document of the Bid, except for printed literature. The e-Bid submitted shall be in readable form and encrypted as per e-tendering portal requirements. Standard Printed terms and conditions of the Bidder other than the NIT conditions shall not be considered.

Sl. No.	Document Required	Document type
1	Scanned Quotation with complete technical details duly signed by Bidder with Prices quoted in the prescribed PRICE SCHEDULE FORM.	pdf

Documents:

The bidders shall digitally sign and encrypt their bid and upload the bid on-line at the e-Tendering portal. Purchaser shall receive the bids online through CPP E-portal only. The e-Tender portal shall automatically stop accepting bids at the scheduled date and time specified in the said portal. Partially submitted bids shall be treated as

invalid and shall not be processed. Bidders are advised to upload and submit their bids timely in view of the electronic process so as to avoid list minute issues.

Purchaser may, at its discretion extend the deadline for submission of the e-Bids by amending the Tender Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Bidders must note that the tender portal shall not permit uploading of bids after the scheduled time of submission.

The bidder may correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

TERMS AND CONDITIONS

1. PRICES :

1.1. For Goods manufactured and Supplied from within India:

Prices shall be offered with the following break-up:

Basic Price /Ex Works	
Packing & Forwarding	
Goods & Service Tax (GST)	
Freight , Insurance and any other charges incidental to delivery of Goods at CSIR-CMERI CoEFM, Ludhiana.	
Charges for Installation, Commissioning and Training if applicable	
Charges for Warranty Support	

1.2. For Goods manufactured and Supplied from outside India:

Prices shall be offered with the following break -up:

Ex Works Price [inclusive of packing]	
Inland Freight and Insurance till airport of dispatch	
Freight And Insurance for transportation of the Goods from Port of Dispatch to Port of destination	
Charges for Installation, Commissioning and Training if applicable	
Charges for warranty support	

- 1.3. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.
- 1.4. The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.5. Customs Duty for Goods imported for Scientific Purpose, is paid by this Institute at a concessional rate vide Govt. of India Notification no. 51/96-Customs dated 23/07/1996.
- 1.6. Concessional GST Certificate to be issued by CSIR-CMERI under Govt. Notification No. **47/2017- Integrated Tax (Rate) Dated: 14 Nov. 2017**, Notfn. No. 10/2018- Integrated Tax (Rate) Dated 25.01.2018 And Notfn No. 45/2017- Central Tax (Rate) Dated 14.11.2017, Notfn No. 45/2017- Union Territory Tax (Rate) Dated 14.11.2017 & Notfn. No. 9/2018- Central Tax (Rate) Dated 25.01.2018, Notfn. No. 9/2018- Union Territory Tax (Rate) Dated 25.01.2018 and Govt. of W.B. Notfn. No. 45/2017- State Tax (Rate) Dated 14.11.2017.
- 1.7. CSIR-CMERI will not issue any exemption certificates (Customs Duty/GST) for intermediate goods, raw materials etc. that go into production of the equipment/item offered by the bidder.

2. PAYMENT

2.1. For Supplies made from within India:

- 2.1.1. Payment shall be made within 30 days of completion of installation and commissioning of the goods to the complete satisfaction of the User Division of CSIR-CMERI, submission of a Performance Bank Guarantee as per Clause 3 and completion of other contractual obligations.

2.2. For Supplies made from outside India:

- 2.2.1. An irrevocable Letter of Credit [L/C] shall be opened in favour of the overseas vendor. In case the L/C is required to be confirmed, confirmation charges shall have to be borne by the vendor. The payment will be released in the following two stages:

Stage I: 90% payment shall be made against presentation of shipping documents as stipulated in the L/C.

Stage II: Balance payment shall be made against presentation of Certificate issued by this Institute [CSIR-CMERI], evidencing that the ordered goods have been installed and commissioned to the complete satisfaction of the User Division of CSIR-CMERI and that a Performance Bank Guarantee (as per Clause 3) has been submitted by Vendor and all other contractual obligations have been fulfilled by the vendor.

- 2.2.2. All bank charges within India shall be borne by CSIR-CMERI and all bank charges outside India shall be borne by vendor.
- 2.3. **Advance Payment**: In case Bidder seeks advance payment, a Bank Guarantee [BG] of an equivalent value shall have to be furnished in the prescribed format. The BG shall have to be issued by any Nationalized / Scheduled bank of India and shall remain valid till delivery / commissioning of the equipment. In case, the BG is issued by any foreign bank / overseas bank, the same will have to be counter guaranteed/confirmed by any Nationalized/Scheduled bank of India.

3. PERFORMANCE BANK GUARANTEE (PBG)

- 3.1 At the time of claiming balance 10% payment, supplier shall submit a PBG for 10% of the order value, in the prescribed format to be issued by any nationalized/scheduled bank of India. The PBG is to remain valid till 60 days after expiry of the warranty period.
- 3.2 The proceeds of the PBG shall be payable to CSIR-CMERI, for any loss caused due to failure on the part of supplier in completing its contractual obligations.
- 3.3 In case the PBG is issued by a bank located outside India, the same will have to be confirmed/counter-guaranteed by a Nationalized/Scheduled bank of India. All charges in this regard shall be borne by Supplier.

4. DELIVERY

- 4.1. The goods / equipment are required to be delivered within 3-5 Months and the exact delivery time required from the date of receipt of L/C or Purchase Order may be indicated in the bid. If the supplier fails to deliver the ordered material(s) within the delivery schedule as agreed upon, a sum equivalent to 1 (one) per cent of the order value for each week of delay or part thereof until actual delivery, will be deducted from the order value as liquidated damages, subject to a maximum deduction of 10 (ten) per cent of the order value. And, on attainment of maximum, termination of the contract may be considered by CSIR-CMERI.

5. RISK PURCHASE

- 5.1. If the supplier fails to deliver the ordered material(s) within the maximum delivery period specified in the purchase order, CSIR-CMERI may procure such item(s) and in such a manner as deemed appropriate, goods

or services similar to those undelivered and the supplier will be liable to the institute for any excess costs for such similar goods or services.

6. INDIAN AGENT

- 6.1. Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.
- 6.2. In case an Indian Agent is directly submitting a bid on behalf of its Principals, a copy of the Authorisation Certificate issued by the Principals in favour of the Indian agent should be furnished along with a copy of the Agency Agreement Certificate. Both these certificates should be up-to-date and valid.
- 6.1. In case an Indian Agent is directly submitting a bid on behalf of its Principals, a copy of the Authorisation Certificate issued by the Principals in favour of the Indian agent should be furnished along with a copy of the Agency Agreement (Between the Principal and the Indian agent). Both these certificates should be up-to-date and valid.
- 6.2. 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 in the same tender.
- 6.3. 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.

7. INSTALLATION, COMMISSIONING AND TRAINING

- 7.1. The ordered goods are required to be installed within 30 days of receipt of goods at delivery site. Installation should be carried out only by expert engineers of Supplier / Manufacturer at Free of Cost basis. During the course of installation, necessary training shall be imported to the User Group so that the equipment can be effectively operated and maintained.

8. WARRANTY

- 8.1. Comprehensive warranty of one (1) year must be provided to be effective from the date of completion of installation and commissioning and final acceptance of the equipment at the user's laboratory.

9. COUNTRY OF ORIGIN

- 9.1. Tenderer should mention the country of origin and the country from which goods will be finally shipped, for these particulars are essential for establishment of L/C, arranging insurance etc. Certificate of Origin issued by the Local Chamber of Commerce shall be required to be submitted at the time of negotiating the L/Credit, in case payment is made by L/Credit.

10. VALIDITY OF BIDS

- 10.1. The offer should be valid for at least 90 days from the date of the quotation.

11. LIST OF PURCHASERS

- 11.1. Please indicate names and addresses of organizations to whom you have supplied identical or similar type of equipment during the last 3 years along with the details of such supplies and prices eventually or finally paid.

12. SETTLEMENT OF DISPUTES AND ARBITRATION

- 12.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Purchase Order / Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual



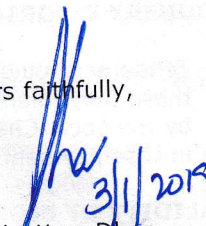
consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

- 12.2. Disputes or differences 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 the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- 12.3. 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 Clause 12.2 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).
- 12.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 12.5. Notwithstanding any reference to arbitration herein,
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b) the Purchaser shall pay the Supplier any monies due the Supplier.

13. APPLICABLE LAW

- 13.1. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to a court of competent jurisdiction in Durgapur, West Bengal, India.
14. Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.

Yours faithfully,


3/1/2019
Bodhisattwa Dhar
Stores & Purchase Officer
CSIR-CMERI, Durgapur

बोधिसत्व धर / Bodhisattwa Dhar
भंडार एवं क्रय अधिकारी / Store & Purchase Officer
सी.एस.आई.आर.-केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान
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दुर्गापुर-७१३२०९ / Durgapur-713209