



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

(सी०एस०आई०आर० का एक संघटक संस्थापन, भारत सरकार)
महात्मा गाँधी एवेन्यू
दुर्गापुर - 713209, भारत

(A Constituent Establishment of CSIR, Govt. of India)

Mahatma Gandhi Avenue
Durgapur - 713209, India



CSIR-CMERI

TENDER DOCUMENT

No. PUR/268/IPMG/04/2016-17

Date: 17.01.2017

Sub	Engagement of patent firm/consultant for drafting /writing of patent proposal
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Deadline for Submission of Bids	9th February 2017 upto 2.30 pm IST
Date and Time for opening of Bids	9th February 2017 at 3.00 pm IST
Venue for opening of Bids	Stores & Purchase Division, CSIR-CMERI, Durgapur

Bidder requiring any clarification of this Tender Document shall contact CSIR-CMERI in writing at the address given above. CSIR-CMERI will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

Dear Sirs,

Director, CSIR-CMERI, Durgapur-713209, invites Sealed Bids for **Engagement of patent firm/consultant for drafting /writing of patent proposal** described in detail as below.

Kindly, send your Sealed Bid / Quotation conforming to our terms and conditions mentioned hereunder, so as to reach this office immediately and in any case within **9th February 2017** upto 2.30 pm IST. The Bids / Quotations will be opened on the same day at 3.00 pm IST.

Sl. No.	Detailed Description and Specifications of the Goods & Services
1.	Engagement of patent firm/consultant for drafting /writing of patent proposal <ol style="list-style-type: none">The firm should have skill in writing patents in the areas such as Mechanical/Electrical/Electronics/Chemical/Environmental Engineering and Chemistry related problems.The inventor will contact the firm and patent proposal to be drafted by the firm in consultation with the inventor. Communication in general through E-mail, phone will be made by the inventor; physical presence of the representative of the firm at the Institute (CSIR-CMERI, Durgapur) as and when required.The patent should be written as per the requirements of CSIR.A non-disclosure agreement (NDA) regarding total secrecy and integrity shall be signed by the patent firm/consultant to whom the job is awarded for maintenance of total secrecy and integrity.Maximum time for drafting the patent proposal will be one month.

6. Rates shall be quoted as cost of job per patent.
7. The engagement shall be made for a period of one year during which the rate quoted shall not vary on any account.
8. Taxes leviable on the Rates quoted shall be shown separately.
9. Bidder shall furnish necessary documents regarding its legal existence and registration with statutory agencies like Service Tax Dept; Registrar of Companies etc.
10. During the period of engagement, separate order shall be issued by User Division of CSIR-CMERI for writing Patent Proposal as and when required.
11. Location of the service provider may be preferably in and around Durgapur.

Important:

The Bidder is expected to examine all instructions, forms, terms, and specifications set forth in this Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document, in every respect, will be at the Bidder's risk and may result in rejection of its bid.

TERMS AND CONDITIONS

In these Terms and Conditions, the following words and expressions shall have the meaning as have been respectively assigned to them:

Bidder shall mean the entity submitting an offer in response to this Tender Document.

CSIR-CMERI / Purchaser / Institute shall mean CSIR-Central Mechanical Engineering Research Institute, [a constituent unit of the Council of Scientific & Industrial Research] having its office at MG Avenue, Durgapur – 713 209 [West Bengal], India.

Service Provider/Firm shall mean the entity whose bid has been accepted by the Purchaser and a formal Purchase Order has been placed on them.

1. SUBMISSION OF BIDS

- 1.1. The bid / quotation duly signed by the Bidder or any authorized person / persons, is required to be submitted in a sealed envelope and delivered at this Institute on any working day within the deadline stipulated. Bidders shall not be permitted to withdraw / modify / alter their bids after expiry of the deadline.
- 1.2. The sealed envelope is to be properly superscribed with the Tender Document Number and addressed to the Stores & Purchase Officer, CSIR-Central Mechanical Engineering Research Institute, MG Avenue, Durgapur 713 209 [WB]. The Bids shall be opened in presence of Bidder's representatives who choose to be present on the date and time indicated in this Tender Document. The representatives should bring with them proper authorization letters issued by the Bidders with regard to their presence at the time of opening of Bids. In case the last date for receipt of bids / date for opening of bids, happens to be a closed day on account of any unforeseen event, the same shall be received / opened on the next working day at the appointed time. Late / Delayed bids / quotations shall not be opened and shall be returned to the Bidders without opening the envelope.



- 1.3. The acceptance of the quotation will rest with Director, CSIR-CMERI, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or accept, partially or all the quotations received, without assigning any reason.
- 1.4. The quotation should be complete in all respects and duly signed. Conditional bids, incomplete and unsigned bids will not be considered at all. Bids received in open condition, by e-mail / fax will be accepted at the risk of the Bidder, provided it is caused to reach us within the deadline for submission of Bids. In case, the bid is sent by e-mail, the Bidder shall ensure that the Tender Document Number is invariably mentioned in the e-mail SUBJECT, failing which, CSIR-CMERI will not be responsible for overlooking the Quotation/Bid.

2. PAYMENT

- 2.1. Payment shall be made within 30 days of completion of submission of the Patent Proposal to the complete satisfaction of the User Division of CSIR-CMERI and completion of other contractual obligations. Payment shall be done by e-payment mode only.

3. DELIVERY

- 3.1. Performance of the Services shall be made by the Firm in accordance with the time schedule specified by CSIR-CMERI in the Purchase Order. If, at any time during performance of the Contract / Purchase Order, the Supplier encounters conditions impeding timely delivery of Performance of Services, the Supplier shall promptly notify CSIR-CMERI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, CSIR-CMERI shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Purchase Order / Contract.
- 3.2. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause as detailed below, unless an extension of time is agreed upon without the application of penalty clause.

4. LIQUIDATED DAMAGES

- 4.1. If the Firm fails to deliver the Service(s) within the delivery schedule as agreed upon, a sum equivalent to 1 (one) per cent of the delivered price of the delayed goods or unperformed services or Purchase Order value for each week of delay or part thereof until actual delivery or performance, 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. VALIDITY OF BIDS

- 5.1. The offer should be valid for at least 90 days from the date of opening of Bids/Quotation.

6. CREDENTIALS



6.1. Please indicate names and addresses of organisations to whom you have rendered similar type of Service during the last 3 years along with all relevant detail.

7. EVALUATION OF BIDS

7.1. All the bids / tenders/ quotations received will first be scrutinized to see whether the bids / tenders meet the basic requirements as incorporated in the Tender Document. The bids/tenders, which do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- a) The Bid is unsigned.
- b) The Bidder is not eligible.
- c) The Bidder / Tenderer has not agreed to some essential condition(s) incorporated in the Tender Document.

7.2. Prior to the detailed evaluation, CSIR-CMERI will determine the substantial responsiveness of each bid to the Tender Document. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without any deviations, reservations or omissions.

7.3. During the course of evaluation, CSIR-CMERI may, at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

7.4. The bids which are found to be substantially responsive to the terms of this Tender Document shall be evaluated on the basis of final landing cost which shall be arrived as under:

- (i) Rate quoted as cost of job per Patent.
- (ii) Applicable Taxes.
- (iii) Other incidental as specified in the bid.

7.5. The Purchase Order / Contract shall be awarded to the lowest evaluated responsive responsive (L-1) bidder.

8. The quotations are liable to be rejected if any of the above conditions are not complied with. Conditional Bids / Incomplete Bids / Unsolicited Bids / Unsigned Bids shall not be accepted.

9. SETTLEMENT OF DISPUTES AND ARBITRATION

9.1. The Purchaser and the Firm 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. .

- 9.2. 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.
- 9.3. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 9.4. 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 Firm any monies due to the Firm.

10. APPLICABLE LAW

- 10.1. 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.
11. Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.

Yours faithfully,


Bodhisattwa Dhar
Stores & Purchase Officer

बोधिसत्व धर / Bodhisattwa Dhar
भंडार एवं क्रय अधिकारी / Store & Purchase Officer
सी.एस.आई.आर.-केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान
C.S.I.R.-Central Mechanical Engineering Research Institute
दुर्गापुर-७१३२०९ / Durgapur-713209