



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/742/CoEFM/07/2018-19/P

Dated: 11.03.2018

To
M/s. Neilsoft Limited
Pride Parmar Galaxy, 8th Floor
10/10+A, Sadhu Vaswani Chowk
Pune : 411001
E-mail : info@neilsoft.com

GST No. 19AAATC2716R2ZB

Sub. Requirement of Software : Visio P&ID Process Designer 2016

Dear Sir,

E- Bids for purchase of the item(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.

SI.No	Detailed specification of the item	Qty.
1	Software : Visio P&ID Process Designer 2016 [Academic, License, Perpetual – add-on Microsoft Visio® Professional Software] Visio® Process Designer adds intelligence, object-oriented database technology, report generation, document management, revision management and improved drawings generation capabilities for enhanced productivity. It also adds Auto Snap, Auto Legend and Auto tagging capabilities to the Vision® platform.	3 Nos.

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.

The e-Bid shall be submitted in a single cover and shall consist of the following Documents:

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

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 e-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

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	
GST at rates applicable.	
Freight , Insurance and any other charges incidental to delivery of Goods at CSIR-CMERI, Durgapur	
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 despatch	
Freight And Insurance for transportation of the Goods from Port of Despatch 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 will be made within 30 days of delivery, inspection, installation, commissioning and training of goods to the complete satisfaction of the User Division of CSIR-CMERI and completion of other contractual obligations against submission of pre-receipted bills duly supported with delivery challans, other necessary documents etc. Payment will be made by e-payment mode only.

2.2. For Supplies made from outside India :

- 2.2.1. Payment will be made by wire transfer within 30 days of delivery, inspection, installation, commissioning and training of goods to the complete satisfaction of the User Division of CSIR-CMERI and completion of other contractual obligations. No advance payment shall be made.
- 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.

3. DELIVERY

- 3.1. The goods / equipment is required to be delivered within 10 days and the exact delivery time required from the date of receipt of 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.

4. RISK PURCHASE

- 4.1. 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.

5. INDIAN AGENT

- 5.1. Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.
- 5.2. 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 (Between the Principal and the Indian agent). Both these certificates should be up-to-date and valid.
- 5.3. Agency Commission, if any, payable to the Indian agent will be released within 60 (sixty) days of completion of installation and commissioning of the equipment to the entire satisfaction of the buyer. For determining the value of agency commission, exchange rate of foreign currency prevailing on the date of negotiation of documents, will be taken into consideration.
- 5.4. 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.
- 5.5. 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.

6. INSTALLATION, COMMISSIONING AND TRAINING (WHEREVER REQUIRED)

- 6.1. The ordered goods are to be installed within 30 days of receipt of goods at this Institute if required. Installation should be carried out only by expert engineers of Supplier / Manufacturer at Free of Cost basis. During the course of installation, necessary training on operation and maintenance of the goods shall be imparted to Institutes, Scientist / Engineers/Technicians.

7. WARRANTY

- 7.1. Comprehensive warranty of one (01) year must be provided to be effective from the date of final acceptance of the item at the user's laboratory.

8. COUNTRY OF ORIGIN



- 8.1. Tenderer should mention the country of origin and the country from which goods will be finally shipped, for these particulars are essential for arranging insurance etc. Certificate of Origin issued by the Local Chamber of Commerce shall be required to be submitted in case there is such a provision in the Tender Document/Purchase Order.

9. VALIDITY OF BIDS

- 9.1. The offer should be valid for at least 180 days from the date of of the quotation.

10. LIST OF PURCHASERS

- 10.1. Please indicate names and addresses of Organisations 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.

11. SETTLEMENT OF DISPUTES AND ARBITRATION

- 11.1. 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. .
- 11.2. 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.
- 11.3. 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 11.2. 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 on International Trade laws).
- 11.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 11.5. 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.

12. APPLICABLE LAW



12.1. 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.

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

Yours faithfully,

 11/3/19
Stores & Purchase Office
For DIRECTOR
E-mail: pur@cmeri.res.in

Encl. : 1. Price Schedule Forms

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

PRICE SCHEDULE FORM

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM OUTSIDE INDIA

1	2	3	4	5	6*		7*		8*		9*
Sl.	Item	Country		Quantity	Unit price		Total price		Charges for		Total price
No.	Description	of origin	Unit				(5x6)		Insurance &		(7+8)
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	transportation to port//place of destination		CIF
									Ocean	Air	

Name of the Bidder _____ **TENDER No.** _____

Note: _____ Total Bid price in foreign currency (in words) _____

_____ Total Bid price in foreign currency (in words) _____

(a) Indian agents name & address _____

(b) Installation, commissioning & training charges, if any _____

(c) Cost of Spares _____

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents .

(e) **The cost of optional items shall be indicated separately.**

Signature of Bidder/Name/ Business Address

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____ Tender No. _____

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of origin	Unit	Quantity	Ex-Works. Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex -warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST payable, if contract is awarded	Packing & for warding up to station of dispatch, if any	Charges for inland transportation, insurance up to Lab./Instt.	Installation, Commissioning And training Charges, If any

Total Bid price in Indian currency (in words) _____
 Total Bid price in Indian currency (in figures) _____

(a) The Cost of Spares _____
(b) Cost of Optional Items shall be indicated separately
 Bidder/Name/Business Address

Signature of _____