



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/107/FDY/RK/P/2020-21

Dated: 10.08.2020

To

M/s. Origin Cadd Infotech

55 F/1, Anna Industrial Estate
Vilankurichi Road (P.O) Coimbatore
TamilNadu- 641035 India
Mob No: +91 9894077567
E-mail: prabhu@origincadd.com

GST No. 19AAATC2716R2ZB

Sub.	Renewal of Educational License for SOLIDCast, FLOWCast
-------------	---

Dear Sirs,

We are interested in purchasing the following goods as per the given specifications. Kindly, send your sealed quotation conforming to our terms and conditions mentioned hereunder, so as to reach this office immediately and in any case within 14 days of receipt of this Tender Document. Alternatively, you may send your quotation by e-mail at pur@cmeri.res.in.

Sl. No.	Item Description	Quantity
1.	Renewal of Educational License for support/update contract of SOLIDCast, FLOWCast and OPTICast Simulation Software for the year 2020-21	One Complete Package

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	
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. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.
- 1.3. The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.4. 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.
- 1.5. 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.

3. DELIVERY

- 3.1. The goods / equipment is required to be delivered within 14 days 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.


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. INSTALLATION, COMMISSIONING AND TRAINING (IF REQUIRED)

- 5.1. The ordered goods are to be installed within 07 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.

6. VALIDITY OF BIDS


धर / BODHISATTWA DHAR
भंडार एवं क्रय अधिकारी
Store & Purchase Officer
CSIR-CMERI, New Delhi
Date: 14/11/2017

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

7. LIST OF PURCHASERS

7.1. 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.

8. SETTLEMENT OF DISPUTES AND ARBITRATION

8.1. 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.

8.2. 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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

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

8.4. 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 Supplier any monies due the Supplier.

9. APPLICABLE LAW

9.1. 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.

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

Yours faithfully,

Stores & Purchase Officer

बोधिसत्व धर / BODHISATVA DHAR FOR DIRECTOR

भंडार E-mail: pur@cmeri.res.in

Store & Purchase Officer

सी०एस०आई०आर०-केन्द्रीय यांत्रिक इंजीनियरिंग संस्थान

CSIR-Central Mechanical Engineering Research Institute

दुर्गापुर-713209 / Durgapur-713209