



No. PUR/276/DM&SEG/PK/P/2022-23

Date: 16.01.2023

To
M/s. DMG MORI India Pvt. Ltd.
No. 3-1, 3rd Main Road, KIADB Peenya 1st Stage,
Ward No. 1 HMT,
Bangalore- 560058, India
Email: srinivasan.krishnaswamy@dmgmori.com

Sub.	Procurement of Calibration/Serviceing of 5-Axis DMG MORI Machine
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Dear Sirs,

SL. NO.	Description of item/equipment including detailed specifications and summary of its functions	Quantity Required
1.	Calibration/Serviceing of 5-Axis DMG MORI Machine	01 Set

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 for Public Funded Research Institute registered with DSIR, Government of India.	
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	

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 22/07/1996.
- 1.6. CSIR-CMERI will not issue any exemption certificates (Customs Duty) 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:

Payment will be made within 30 days after completion of work 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 service reports, other necessary documents etc. Payment will be made by e-payment mode only.

2.2. For Supplies made from outside India:

- 2.2.1. 100% by Wire Transfer within 30 days of receipt and acceptance of all the ordered items by the User Division.

OR

- 2.2.2. 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: 80% 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 all other contractual obligations have been fulfilled by the vendor.

- 2.2.3. All bank charges within India shall be borne by CSIR-CMERI and all bank charges outside India shall be borne by vendor.

3. COMPLETION OF WORK

- 3.1. The work is required to be completed within 30 days and the exact completion time required from the date of receipt of L/C or Work Order may be indicated in the bid. If the supplier fails to complete the ordered job(s) within the Job

Completion Time as agreed upon, a sum equivalent to 0.5 per cent of the order value for each week of delay or part thereof until actual completion, 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 complete the ordered job(s) within the maximum completion period specified in the work 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 (MAF) 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

- 6.1 Not Required.

7. WARRANTY/AMC

- 7.1 Not Applicable.

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 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.



9. VALIDITY OF BIDS

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

10. Performance Security

Not Applicable.

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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi, India. 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 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).
- 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. BID SECURING DECLARATION

12.1 Bid Securing Declaration to be provided by supplier.

13. PRICE REASONABILITY

13.1 Certificate for reasonability of price must be provided by the Supplier **i.e. (the rates quoted by the Supplier are the same and not higher than those quoted with other CSIR Labs/Instt, Government, public sector or private organizations).**

Yours faithfully



Stores & Purchase Officer
For & On Behalf of CSIR, New Delhi
E-mail: pur@cmeri.res.in

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