



TENDER DOCUMENT

No. PUR/312/SE&T/RM/P/2022-23

Dated: 25.01.2023

To
M/s. ANSYS INC.
2600, Ansys Drive, Canonsburg,
PA 15317, USA.
Email: info@ansys.com

Sub.	Up-gradation of Existing ANSYS Software.
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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 ten days (10 days) of receipt of this Tender Document. Alternatively, you may send your quotation by e-mail at pur@cmeri.res.in.

SL. NO.	Description of Software including detailed specifications	Quantity
01.	Up-gradation of Existing ANSYS Software Addition of the following in the existing license (Network & perpetual) a. ANSYS Mechanical Enterprise Pre-Post – 02 Nos. b. ANSYS Mechanical Enterprise Solver- 01 No. c. Plugin for Solidworks, Nx, Autodesk Inventor including one-year warranty	01 Lot.

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 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	
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/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 after delivery and acceptance of ordered 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 c-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. DELIVERY

3.1. The goods / equipment is required to be delivered within 30 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 0.5 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 (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. WARRANTY

01 Year Warranty will be provided by the supplier after satisfactory installation of the Software.

7. COUNTRY OF ORIGIN

- 7.1. 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.

8. VALIDITY OF BIDS

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

9. LIST OF PURCHASERS

- 9.1. Please indicate names and addresses of organizations to whom you have done up-gradation of Existing ANSYS Software; Addition of the following in the existing license (Network and Perpetual) a. ANSYS Mechanical Enterprise pre-Post, b. ANSYS Mechanical Enterprise Solver, c. Plugin for Solidworks, Nx, Autodesk Inventor including one-year warranty during the last 3 years along with the details of such up-gradation and prices eventually or finally paid. Vendor shall provide at least three contract/ Purchase Order copy for past year.

10. SETTLEMENT OF DISPUTES AND ARBITRATION

- 10.1. 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.

- 10.2. 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.
- 10.3. 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).
- 10.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 10.5. 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.


11. BID SECURING DECLARATION

- 11.1 Bid Securing Declaration to be provided by the supplier (Form 4 attached below).

12. REASONABILITY OF PRICE

- 12.1 Certificate for reasonability of price should be provided by the supplier.

Yours faithfully



27/01/23

Stores & Purchase Officer

For & On Behalf of

The Council of Scientific & Industrial Research

E-mail: pur@cmeri.res.in

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.	Item	Countr y	Unit	Quantit y	Ex-Works.	Total price	GST	Packing &	Charges for	Installatio n,
No.	Descriptio n	of origin			Ex- warehouse, Ex-show room off the shelf price (inclusive of all ta0xes already paid)	Ex-Works. Ex -ware house, Ex- show room off the shelf price (inclusive of all taxes already paid) 5x6	payable, if contract is awarded	for warding up to station of dispatch, if any	inland transportatio n, insurance up to Lab./Instd.	Commissi o ning 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 _____

FORM-04

BID-SECURING DECLARATION FORM

(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)

Date: _____

Bid No. _____

To (insert complete name and address of the Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed. (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

FORM-01

BIDDER INFORMATION FORM

(Refer para 5.1.2 (ix)(a) of the CSIR Manual)

The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

Page 1 of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

FORM-02

MANUFACTURERS' AUTHORIZATION FORM

(Refer para 5.1.2 (ix)(b) of the CSIR Manual)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

**FORMAT FOR DECLARATION BY THE BIDDER FOR CODE OF INTEGRITY & CONFLICT OF INTEREST
(ON THE LETTER HEAD OF THE BIDDER)**

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal