

TENDER DOCUMENT

No. PUR/314/ITG/RM/P/2019-20

Dated: 01.10.2019

**To
M/s. Bevywise Networks LLP,
43/S1, Shah Complex,
Trivandrum Main Road,
Palayamkottai, Triunelveli,
Tamil Nadu-627002**

Sub.	Supply of Bevywise IoT Simulator (for 10000 devices) with training, 3 years supports & upgrades
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Dear Sir,

E- Bids for purchase of the items(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.

SL. No.	Description of item/equipment including detailed specifications and summary of its functions	Quantity Required
01.	Bevywise IoT Simulator (for 10000 devices) with training, 3 years supports & upgrades	01 No.

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.

Documents:

The bidders shall digitally sign and encrypt their bid and upload the bid on-line at the e-Tendering portal.

Sl. No.	Document Required	Document type
1	Scanned Quotation with complete technical details duly signed by Bidder. Bidder must also furnish a declaration to abide by the Code of Integrity in Public Procurement [CIPP] as per the prescribed format.	.pdf
2	Price Schedule Form (MS-EXEL BOQ file)	.xls

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 last 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

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	
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. The purchases made by this Institute, for scientific purpose are paid GST @ 5% against Concessional GST Certificate to be issued by CSIR-CMERI under Govt. of India Notification No. 47/2017- Integrated Tax(rate) Dt: 14 Nov. 2017, Notfn. No. 45/2017 - Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017 – Union Territory Tax (Rate) dt. 14.11.2017 and Customs Duty Exemption in terms of Notfn. No. 51/96 – Customs dt. 23.07.1996.
- 1.6. 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.
- 1.7. 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 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 challan.

2.2. **For Supplies made from outside India :**

- 2.2.1. 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 a PS/PBG for 10% of Purchase Order value has been furnished and all other contractual obligations have been fulfilled by the vendor.

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 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 Authorization 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

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 (03) years must be provided to be effective from the date of completion of installation and commissioning and final acceptance of the equipment 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 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 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,

Stores & Purchase Officer
For & On behalf of
The Council of Scientific & Industrial Research
E-mail: pur@cmeri.res.in

CODE OF INTEGRITY

The Bidders/Suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the Bidder is not only liable to be removed from the list of registered Suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2.

Code of integrity for Public Procurement: The Purchaser as well as Bidders, Suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) "conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) "Obstructive practice": materially impede the Purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Purchaser's Entity's rights of audit or access to information;

3.

Obligations for Proactive disclosures

- i) The Purchaser as well as Bidders, Suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the Purchaser.

4.

Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) Bidder/Supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement:
 - a) Forfeiture or encashment of Bid Security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the Bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:
 - a) Removal from the list of registered Suppliers and banning/debarment of the Bidder from participation in future procurements of the Purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

FORMAT FOR DECLARATION BY THE BIDDER FOR CODE OF INTEGRITY & CONFLICT OF INTEREST

(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(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 in 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

Signature Not Verified

Digitally signed by BODHISATTWA DHAR
Date: 2019.10.03 14:19:19 IST
Location: eProcurement System for Central
PSUs