SELVENOUS SERINDUS

সিএসআইআর - সেন্ট্রাল মেকানিক্যাল ইঞ্জিনিয়ারিং রিসার্চ ইনস্টিটিউট, বিজ্ঞান ও প্রযুক্তি মন্ত্রণালয়, ভারত সরকার

सीएसआईआर - केंद्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान, CSIR - Central Mechanical Engineering Research Institute,

> Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal, INDIA

E-mail: pur@cmeri.res.in, a.bharti@cmeri.res.in:

वैबसाइट/website: - <u>www.cmeri.res.in</u> GSTIN: <u>19AAATC2716R2ZB</u>

TENDER NO : PUR/203/COEFM/CAP/TB/OT/2025-26 Date: 26-09-2025

TENDER DOCUMENT (NIT) FOR PROCUREMENT OF

PIX4Dmapper, Non-commercial, Support & Upgrades, 1-year extension(after expiry)

To M/s. Pix4D SA Route de Renens 24 1008 Prilly Switzerland

Email: winner.wongsakorn@pix4d.com

Sub.	PIX4Dmapper,	Non-commercial,	Support	&	Upgrades,	1-year	extension(after
	expiry)						

Dear Sirs.

SL. NO.	Description of item/equipment including detailed specifications and summary of its functions	Quantity Required
1.	PIX4Dmapper, Non-commercial, Support & Upgrades, 1-year extension (after expiry)	2 No.

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	
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 Technical support & updates	
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 dispatch	
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 Technical support & updates 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:

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 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:

<u>Stage I:</u> 80% payment shall be made against presentation of shipping documents as stipulated in the L/C.

<u>Stage II</u>: 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** from the date of Issue of purchased order. 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 Authorization 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. Technical support & updates

7.1 24 months

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 **180 days** from the date of the quotation.

10. Performance Security

Not Applicable.

11. LIST OF PURCHASERS

11.1. NA.

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 reenactments 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.
- 12.6. **Jurisdiction:** All disputes are subject to the courts within Durgapur, West Bengal, India jurisdiction only.

13. BID SECURING DECLARATION

13.1 Bid Securing Declaration to be provided by supplier.

14. PRICE REASONABILITY

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

-sd-

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

Kindly Note:

- 1. Only those documents/ forms which are relevant to this tender and which have been called for should be submitted.
- 2. Bidders are requested to submit technical catalogue of relevant pages ONLY for the equipment/model they are quoting.
- 3. Kindly do not submit our NIT (duly signed and sealed), instead you can convey your acceptance of NIT terms and conditions in to on your letter head as a self declaration.

Kindly cooperate with us in saving the environment by reducing the requirement of printing.

<u>Standard Forms</u> (To be enclosed as indicated below)

	T
SL. No.	Name
1.	Bidder Information Form (to be enclosed with the technical bid)
	(Annexure-5C)
2.	Manufacturers' Authorization Form (to be enclosed with the technical
	bid) (Annexure-5D)
3.	Bid Securing Declaration. (to be enclosed with the technical bid)
	(Annexure-5F)
4.	Performance Security Form (After the acceptance of Purchase order)
	(Annexure-5K)
5.	Format for declaration by the Bidder for Code of Integrity & conflict of
	Interest. (to be enclosed with the technical bid) (Annexure-50)
6.	Price Schedule form for goods being offered from India or For goods
	manufactured Abroad but quoted in INR (to be enclosed with the price
	bid) (Annexure-5Q)
7.	Format of Certificate of compliance to MoF, DOE Order No. 6/18/2019-
	PPD dated 23rd July, 2020 (to be enclosed with the technical bid, if
	required as per Clause 1.46 of ITB) (to be enclosed with the technical
	bid) (Annexure-5T)
8.	Quoted Rate Certificate (to be enclosed with the price bid) (Annexure-
	5W)
9.	Checklist (Annexure-5X)

Bidder Information Form

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

Signature of Bidder	
Name	
Rusiness Address	

MANUFACTURERS' AUTHORIZATION FORM

[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 **Technical support & updates** in accordance with Clause 7.1 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 ______, ____[insert date of signing]

Bid-Securing Declaration Form

		Date:				
		Bid No				
To (ins	sert complete name and address of the purchaser)					
I/We.	The undersigned, declare that:					
•	understand that, according to your conditions, bids ration.	must be supported by a Bid Securing				
I/We accept that I/We may be disqualified from bidding for any contract with you for a period one year from the date of notification if I am /We are in a breach of any obligation under the b conditions, because I/We						
(a)	have withdrawn/modified/amended, impairs or d during the period of bid validity specified in the for	-				
(b)	having been notified of the acceptance of our Bid bid validity (i) fail or reuse to execute the contract, i the Performance Security, in accordance with the I	f required, or (ii) fail or refuse to furnish				
succes	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 he Bid Securing Declaration)						
Duly a	Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)					
Dated	d onday of(in	sert date of signing)				

Page **9** of **14**

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all

Corporate Seal (where appropriate)

partners to the Joint Venture that submits the bid)

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Tende	er Ref. No:	Date	
CSIR - Maha	Director, - Central Mechanical Engineering Researcl atma Gandhi Avenue, apur - 713209, West Bengal, INDIA	h Institute,	
Sir, declar of inte	re that we shall abide by the Code of Integ	dated I/We herekgrity for Public Procurement and have no confli	
count	· · · · · · · · · · · · · · · · · · ·	ons of the code of integrity with any entity in are barred by any other Procuring Entity are as unde	-
	a b c		
contra	We undertake that we shall be liable for avention of this code.	or any punitive action in case of transgressior	1/
	Thanking you,		
		Yours sincerely,	
		Signature (Name of the Authorized Signator Company Seal	·y)

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

	e of the er No											
1 IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	2 Item Descripti on With HSN code	3 Coun try of origi n	l l	5 Quantit y	G Unit Basic Rate Ex- Works, Ex- wareho use, Ex- show room off the shelf price (Withou t GST)	7 Total price Ex- Works, Ex- ware- house, Ex-show room off the shelf price (Withou t GST) (5x6)	Packing & forwardi ng up to station of dispatch If any (Without GST)	on, insurance up to Lab Instt.by air/road/ rail	Price (Withough GST)	GST & other taxes payable, if contract is awarded	Total Prio	
ndica	: ne cost of o ated separa ost of Spara	ately	/		II be	in words Signature Name Business	of Bidder Address _	r				
Nam	e of the Bidd	er						TENDER N	lo			
SI. No.	ltem Description	3 Country of orig		5 Qty.	Unit price Indicating currency FOB (name port of shipment of place of delivery) (retain only one)	port of shipmed FCA (replace delive	named of named of of ry)	Charges for nsurance & ransportation o port//place f destination	Total price CIF/CIP (retain one only) (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Approx. Ship- ment weight and volume	I2 India Cust Tari and No. (ICT HSN No.)
Note Curre (a) (b)	ency Indian age Installatio if any	nts name n, commi	e & addre	ss	g charges,		- - s	in words Signature of Bi	dder	rrency		_
(c) Cost of Spares, if any						Name Business Address ased on the Exchange Rate prevailing on the date of				_		

Certificate of compliance to MoF, DOE Order No. 6/18/2019-PPD dated 23rd July, 2020

(Refer to ITB Clause 1.46)

CERTIFICATE

With refere	ence to CSIR-CMERI tender Enquiry bearing no
Dated	it is certified that:
border with from such not sub-co competent hereby cer requirement	ead clause regarding restriction on procurement from a bidder of a country which shares a land in India and on sub-contraction to contractors from such countries; We certify that the bidder is not a country or if from a such a country, has been registered with the Competent authority and will intract any work to a contractor from such countries unless such contractor is registered with the Authority. A valid certificate issued by the Competent Authority has been attached with the bid. I tify that this bidder fulfil all requirements in this regard and is eligible to be considered. (As perints under P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and epartment for Promotion of Industry and Internal Trade and any amendments thereon.)
(1)	Country of Origin of the Offered item
(11)	Manufacturer of the offered Item
(III)	Complete Address of the manufacturer of the offered item
If the Coun will not be	try of Origin of the offered item pertained to such Country which shares the Land Border with India accepted.
	For and behalf of M/s
	[Seal of the firm]
Place:	
Date:	

 $\ensuremath{\mathsf{N.B}}$ –In case of partnership or consortium this form needs to be filled by each partner separately.

Quoted Rate Certificate

(On the Letter Head of the Bidder)

	Tender Ref. No:		
		Date	
	Bid ref. No		Date
	To,	_	
	(Name & address of the Purchaser	_	
Sir,			
With r	reference to your Tender Ref. No		dated
	eby declare the "the rates quoted by us (Na th other CSIR Labs/Instt, Government, pub		
Yours sind	cerely		
Signature			
Name			
Designation	on		
Name of t	he firm		
Date			
(SEAL AND	D STAMP)		

Checklist

SL. No.	Details/documents	Submitted /Accepted (Yes/No)	Remarks
1.	PIX4Dmapper, Non-commercial, Support & Upgrades, 1-year extension (after expiry)		
2.	Bidder Information Form (to be enclosed with the technical bid) (Annexure-5C)		
3.	Manufacturer Authorization Form/OEM declaration (as per Annexure-5D) for the items mentioned in description of items.		
4.	Validity of Bid (180 days)		
5.	Price Schedule (Price Bid) (as per Annexure-5Q)		
6.	Delivery period of the item from the date of issue of purchase order		
7.	Bidder Information Form (as per Annexure-5C)		
8.	Bid Securing Declaration Form (as per Annexure-5F)		
9.	Declaration for Code of Integrity & Conflict of Interest (as per Annexure-50).		
10.	Payment terms		
11.	Country of Origin of the quoted items		
12.	Year and Month of Manufacture of the quoted items		
13.	Land Border Certificate (As per Annexure-5T)		
14.	Quoted Rate Certificate (As per Annexure-5W)		

Signature
Name
Designation
Name of the firm
Date