



*TENDER DOCUMENT*

No. PUR/189/ASL/SB/E/2019-20

Dated: 09.08.2019

To  
M/s. Vertiv Energy Pvt. Ltd.

Sub.	Supply, installation, testing & commissioning of Vertiv (Previously known as Emerson) high performance split type cooling units suitable for HPC room.
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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
1.	<b>Supply, installation, testing &amp; commissioning of Vertiv (Previously known as Emerson) high performance split type cooling units suitable for HPC room.</b>  <b>(Details as per Annexure – I)</b>	01 lot

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.

Sl. No.	Document Required	Document type
1	Scanned Quotation with complete technical details duly signed by Bidder.	.pdf
2	Price Schedule Form (MS-EXEL BOQ file)	.xls

Documents:

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

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 list 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 4-6 weeks 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 Authorisation 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 (01) year 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**

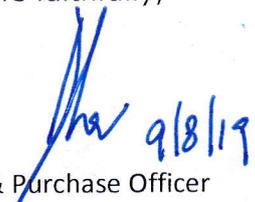


- 11.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Purchase Order / Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute 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 DIRECTOR  
E-mail: [pur@cmeri.res.in](mailto:pur@cmeri.res.in)

ANNEXURE - I

*Supply, Installation, testing & commissioning of Vertiv (previously known as Emerson) high performance split type cooling units suitable for HPC room*

Sl. No.	Part Description	Quantity
1	VERTIV SRC11ET (3 TR, Scroll Compressor, 407C refrigerant, 3-phase supply)	6
2	All required materials for installation of the above units including refrigerants	1 lot

**Note:**

- 1 Four units to be installed in first floor and two units in ground floor
- 2 All the outdoor units is to be placed above the first floor roof. The height of each floor is 3.2m approx.
- 3 The complete system should have a warranty of 12 months from the date of installation and commissioning
- 4 Beyond warranty, approximate AMC (non-comprehensive) charges on quarterly PM basis is to be mentioned. The payment will be made after each PM against submission of invoice and report

*Tapas Gangopadhyay*

*[Signature]*