सी एस आई आर - केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान
CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
(सी.एस.आई.आर. का एक संघटक संस्थापन, भारत सरकार) (A Constituent Establishment of CSIR, Govt. Of India)
महात्मा गांधी एवेन्यू,
दुर्गापुर - 713209, भारत
Mahatma Gandhi Avenue
Durgapur - 713209, India
CSIR-CMERI

TENDER DOCUMENT

No. PUR/54/R&A/PK/P/2022-23

Dated: 12.08.2022

To
M/s. DS India Pvt. Ltd.
ONYX, 8th floor, North main road,
Next to Westin Hotel, Koregaon Park,
Pune- 411001, India

Sub.	Supply of 3D experience solidworks prof. & Draftsight enterprise 2D cad solution

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 fourteen days (14 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 item/equipment including detailed specifications and summary of its functions	Quantity Required
1.	3D Experience Solidworks Professional Yearly License (Combo Offer)	02
2.	Draftsight Enterprise 2D Cad Solution (Perpetual License)	02

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. 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:

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 08 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 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. INSTALLATION/COMMISSIONING

6.1 Not required.

7. WARRANTY/AMC

7.1 Not Required.

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. LIST OF PURCHASERS

10.1. 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.

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 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.

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. BID SECURI NG DECLARATION

12.1 Not Required.

13. PRICE REASONABILITY

Certificate for reasonability of price must be provided by the Supplier mentioning that **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

12/8/22

Stores & Purchase Officer
For & On Behalf of CSIR, New Delhi
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. No.	Item Description	Country of origin	Unit	Quantity	Ex-Works. Ex-warehouse, Ex-show room off the shelf price (inclusive of all ta0xes already paid)	Total price Ex-Works. Ex -ware house, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges for inland transportation, insurance up to Lab./Instt.	Installation, Commissioning 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***

Signature of Bidder/Name/Business Address

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 *[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 _____

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

BID FORM

(to be submitted on the official Letterhead of the Bidder)

Tender Reference _____

The Director,
CSIR-Central Mechanical Engineering Research Institute
Mahatma Gandhi Avenue, Durgapur – 713 209, West Bengal

Sir,

Having examined the Tender Document, the receipt of which is hereby duly acknowledged. I/We agree to furnish required supplies/services in conformity with the terms and conditions and other requirements detailed in the said Tender Document at the prices given in the Price Bid on receipt of order for the same.

I/We agree to hold this offer open until _____ and to supply, [install and commission the equipment, wherever applicable] and complete the whole of the work and hand over to the Purchaser within the period of _____ weeks, from the date of receipt of intimation from you regarding acceptance of our e-Bid/receipt of your Purchase Order.

I/We agree to submit the Bank Guarantee [wherever applicable] as specified in the form prescribed by your goodself for the due performance of the contract, if our e-Bid is accepted.

I/we understand that you are not bound to accept the lowest or any bid you may receipt

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. In the event of any false declaration in this regard, I understand it would be aground for immediate termination and further legal action in accordance with law.

Signature of Bidder
With office stamp
Name & Address

Telephone No.:

Fax No.:

E-mail ID:

Name & Designation of the Contract Person:

FORM-14

Format for Affidavit of Self Certification regarding local Content in line with the Government of India Make in India Program

I _____ S/o/D/o,/W/o _____ Resident of _____ hereby solemnly affirm and declare as under :

1. That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No : P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 28/05/2018 and 16/09/2020 and any subsequent modifications/amendments, if any and

2. That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity (CSIR-CMERI, Durgapur) or any other Government authority for the purpose of assessing local content of goods/services/works supplied by me for _____(***Enter the name of the Equipment / Item for which CSIR-CMERI has issued the Tender***)

3. That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

4. That the goods/services/works supplied by me for _____(***Enter the name of the Equipment/Item which CSIR-CMERI has issued the Tender***)meets the 'Minimum Local Content' as defined in the PPP-MII order.

5. That the value addition for the purpose of meeting the Minimum Local Content' has been made by me at _____(***Enter the details of the location(s) at which value addition is made***)

6. That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment procuring agency(ies) /Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/Bidding Documents.

7. I agree to maintain the following information in the Company's record for a period of 5 years and shall make this available for verification to any statutory authority.

1	Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit Location, nature of legal entity)	
2	Date on which this certificate is issued	
3	Equipment / Item (together with the Related Services, wherever applicable) for which the certificate is produced	
4	Procuring entity to whom the certificate is furnished	CSIR-CMERI Durgapur
5	Percentage of local content claimed	

6	Name and contact details of the unit of the manufacturer			
7	Ex-Factory Price of the Product			
8	Freight, Insurance and Handling and any other charges incidental to supply of the ordered goods and related services			
9	Sale Price of the product			
10	Total Bill of Material			
11	List and total cost value of inputs used for manufacture of the R&D Equipment			
12	List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached			
13	List and total cost value of inputs which are imported, directly or indirectly			

For and on behalf of _____(Name of the Original Equipment Manufacturer)

Authorised signatory (To be duly authorized by the Board of Director)