

**CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
MAHATMA GANDHI AVENUE , DURGAPUR 713209 WEST BENGAL**

TENDER DOCUMENT

No. PUR/408/COE-FM&PA/BB/P/2019-20

Dated :27.12.2019

To
M/s. Soil Optix
PO Box:1080, 5971112 Hwy 59, Tavistock,
On., Canada, NOB 2R0, (519) 902-(7645)

Sub	Soil Optix model SO-4200-B
Delivery Site	CSIR-CMERI Centre of Excellence Farm Machinery (CoEFM) Opp. GNE College, Gill Road, Ludhinana-141006 (Punjab).
Nearest Airport to Deliver Site	New Delhi Airport.
Communication to be addressed to	Director [Attention : Stores & Purchase Officer] CSIR-Central Mechanical Engineering Research Institute Mahatma Gandhi Avenue, Durgapur 713209, West Bengal e-mail : pur@cmeri.res.in

Dear Sir,

Kindly send your best competitive offer for the item/items described below within 10 days from the date of receipt of this communication.

Sl.No	<u>Detailed specification of the items</u>	Qty
1.	SOIL OPTIX MODEL SO-4200-B • TECHNICAL SPECIFICATIONS ATTACHED	01 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	
Goods & Service Tax (GST)	
Freight , Insurance and any other charges incidental to delivery of Goods at CSIR-CMERI CoEFM, Ludhiana.	
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 dispatch	
Freight And Insurance for transportation of the Goods from Port of Dispatch 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 23/07/1996.
- 1.6. Concessional GST Certificate to be issued by CSIR-CMERI under Govt. Notification No. **47/2017- Integrated Tax (Rate) Dated: 14 Nov. 2017**, Notfn. No. 10/2018- Integrated Tax (Rate) Dated 25.01.2018 And Notfn No. 45/2017- Central Tax (Rate) Dated 14.11.2017, Notfn No. 45/2017- Union Territory Tax (Rate) Dated 14.11.2017 & Notfn. No. 9/2018- Central Tax (Rate) Dated 25.01.2018, Notfn. No. 9/2018- Union Territory Tax (Rate) Dated 25.01.2018 and Govt. of W.B. Notfn. No. 45/2017- State Tax (Rate) Dated 14.11.2017.
- 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 shall be made within 30 days of completion of installation and commissioning of the goods to the complete satisfaction of the User Division of CSIR-CMERI, submission of a Performance Bank Guarantee as per Clause 3 and completion of other contractual obligations.

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 : 90% 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 that a Performance Bank Guarantee (as per Clause 3) has been submitted by Vendor and all other contractual obligations have been fulfilled by the vendor.

- 2.2.2. All bank charges within India shall be borne by CSIR-CMERI and all bank charges outside India shall be borne by vendor.
- 2.3. **Advance Payment** : In case Bidder seeks advance payment, a Bank Guarantee [BG] of an equivalent value shall have to be furnished in the prescribed format. The BG shall have to be issued by any Nationalized / Scheduled bank of India and shall remain valid till delivery / commissioning of the equipment. In case, the BG is issued by any foreign bank / overseas bank, the same will have to be counter guaranteed/confirmed by any Nationalized/Scheduled bank of India.

3. PERFORMANCE BANK GUARANTEE (PBG)

- 3.1 At the time of claiming balance 10% payment, supplier shall submit a PBG for 10% of the order value, in the prescribed format to be issued by any nationalized/scheduled bank of India. The PBG is to remain valid till 60 days after expiry of the warranty period.
- 3.2 The proceeds of the PBG shall be payable to CSIR-CMERI, for any loss caused due to failure on the part of supplier in completing its contractual obligations.
- 3.3 In case the PBG is issued by a bank located outside India, the same will have to be confirmed/counter-guaranteed by a Nationalized/Scheduled bank of India. All charges in this regard shall be borne by Supplier.

4. DELIVERY

- 4.1. The goods / equipment are required to be delivered within 210 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.

5. RISK PURCHASE

- 5.1. 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.

6. INDIAN AGENT

- 6.1. Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.
- 6.2. 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 Certificate. Both these certificates should be up-to-date and valid.
- 6.1. 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.
- 6.2. 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.

- 6.3. 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.

7. INSTALLATION, COMMISSIONING AND TRAINING

- 7.1. Not Applicable.

8. WARRANTY

- 8.1. Comprehensive warranty of one (1) year must be provided to be effective from the date of final acceptance of the equipment at the user's laboratory.

9. COUNTRY OF ORIGIN

- 9.1. 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.

10. VALIDITY OF BIDS

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

11. LIST OF PURCHASERS

- 11.1. 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.

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 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.
- 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 12.2 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).
- 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.

13. APPLICABLE LAW

- 13.1. 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.
14. Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.

All standard terms and conditions governing purchases made by CSIR Institutes / Laboratories as enshrined in the CSIR MANUAL ON PROCUREMENT OF GOODS 2019 shall apply to this Tender Document. A copy of the manual is available on www.csir.res.in and can also be made available on request.

Yours faithfully,

Bodhisattwa Dhar
Stores & Purchase Officer
CSIR-CMERI, Durgapur