



**CSIR – UNIT FOR RESEARCH AND DEVELOPMENT OF INFORMATION PRODUCTS  
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)**

File No: 41/URDIP/P19/16/A

Dated: 12/03/2020

**TENDER DOCUMENT**

The Head, CSIR-Unit for Research and Development of Information Products, 'Tapovan', Survey No. 113 & 114, NCL Campus, Pashan, Pune-411008 (Maharashtra)- India invites e-tender through Central Public Procurement Portal (URL:<https://eprocure.gov.in/epublish/app>) from manufacturers, their distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below.

**SUB: AMC FOR EMPLOYEE SELF SERVICE PORTAL (TimelabsPro).**

Sl. No.	Detailed Specification of the stores	Qty.
1	Annual maintenance Contract For Employee Self Service Portal (TimeLabsPro) for a period of one year.	01

- Only M/s Cynosure Technologies Pvt. Ltd. is allowed to participate in this tendering process. Quotation of M/s Cynosure Technologies Pvt. Ltd. only will be accepted. Any other quote received other than M/s Cynosure Technologies Pvt. Ltd. will not be accepted and treated as invalid.**
- Bidder may obtain further information from the office of the Stores & Purchase Officer, **CSIR – UNIT FOR RESEARCH AND DEVELOPMENT OF INFORMATION PRODUCTS, Pune , Maharashtra, India.**
- The NIT is hosted on the Central Public Procurement Portal (URL:<https://eprocure.gov.in/epublish/app>). The bid must be submitted in the Central Public Procurement Portal on or before **16<sup>th</sup> March 2020 up to 1100 hours (IST)** and shall be opened on **17<sup>th</sup> March 2020 at 1200 hours (IST)** in e-tender mode only.
- For participation in tenders of CSIR-UNIT FOR RESEARCH AND DEVELOPMENT OF INFORMATION PRODUCTS bidder (foreign bidder) need to enroll themselves on the Central Public Procurement Portal (URL:<https://eprocure.gov.in/epublish/app>) which is free of cost. For further information kindly refer "Bidder Manual Kit" in the portal.
- In case of Indian Agents quoting on behalf of Foreign Principal, the following documents are required:
  - A certified copy of the agency agreement between the Principal and the Agent.
  - Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign Principal or Associates. Accordingly, all prospective bidders are hereby requested to comply with the aforesaid guidelines.

**NOTICE**

The Bids must be submitted in the Central Public Procurement Portal (URL:<https://eprocure.gov.in/epublish/app>) only. Manual/Offline/Bid received by post/fax/email shall not be accepted under any circumstances.

IMPORTANT NOTE Amendment, Corrigendum if any to this tender document, WILL BE HOSTED ONLY IN <https://eprocure.gov.in/epublish/app> and no separate Notification will be issued.

Bidders are advised to visit the above website regularly to know such details. Applicable corrigendum will be available in <https://eprocure.gov.in/epublish/app>

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

- The tender form/bid documents may be downloaded from the website: <https://eprocure.gov.in/epublish/app>
- All the bidders (including foreign bidders) need to enroll themselves on the Central Public Procurement Portal.
- Bids must be mandatorily submitted Online through Central Public Procurement Portal – <https://eprocure.gov.in/epublish/app>**
- Bids are invited in SINGLE bid system comprising of technical and price bid.
- Manual/Offline/Bid received by post/fax/email shall not be accepted under any circumstances.
- Tenders / bidders are requested to regularly visit the website: <https://eprocure.gov.in/epublish/app>. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.

7. In case, the day of bid opening is declared a holiday by the Government, the tenders will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
8. The acceptance of the quotation will rest with The Head, CSIR-URDIP, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or accept, partially or all the quotations received, without assigning any reason.
9. The firms are also required to upload copies of the following documents:-
  - a. GST Certificate / Scanned copy of GST No of the Firm.
  - b. Scanned copy of PAN Card in the name of firm/Proprietor.
  - c. Scanned copy of RTGS / Bank details of the firm.
  - d. Scanned copy of undertaking duly filled in and signed by owner/proprietor of firm with legible name, mobile number & email ID etc.
  - e. Scanned copy of duly signed and stamped Manufacturer's Authorization Form

**The Tender Document shall be governed by the following terms and conditions**

Sl. No.	Item	Description
01.	<b>Price Schedule Form</b>	The bidder shall complete the Price schedule form furnished in this Tender Document. The form must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
02.	<b>Bid Prices</b>	<p>The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.</p> <p>Prices indicated on the price-schedule form shall be entered separately in the following manner:</p> <p>(a) For Goods manufactured within India:-</p> <ol style="list-style-type: none"> <li>i. The price of the goods quoted Ex -works including taxes already paid.</li> <li>ii. GST and other taxes will be payable on the goods if the contract is awarded.</li> <li>iii. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination (URDIP, Pune) as specified in the price schedule form.</li> <li>iv. The installation, commissioning and training charges including any incidental services, if any.</li> </ol> <p>(b) For Goods manufactured abroad:- <b>NA</b></p> <p><b>Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete. This will be an Eligibility Criteria.</b></p> <p>The price quoted shall remain fixed during the contract period and shall not vary on any account.</p> <p>All lots and items must be listed and priced separately in the Price Schedules.</p> <p>If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.</p> <p>The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty at a concessional rate is leviable.</p> <p>For the purchase made by the Purchaser for scientific purpose, Customs Duty is leviable at a concessional rate as per Government of India Notification No. 51/96-Customs dated 22/07/1996.</p> <p>The Purchaser shall not issue Customs Duty Exemption Certificate for any raw materials / intermediary products that go into the manufacture of the Goods offered by Bidder.</p>
03.	<b>Validity of Bid</b>	Bids shall remain valid for minimum of 180 days from the date of receipt of bid. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
04.	<b>Clarifications</b>	To assist in the examination and evaluation of the bid, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
05.	<b>Award of Purchase/Purchase Order</b>	Once it is determined to purchaser's satisfaction that the Bid is acceptable in all respects, the Purchase Order/Contract will be placed on the successful Bidder.

06.	Order Confirmation	The successful bidder should submit the Order Acknowledgement immediately from the date of issue of the Purchase Order, failing which it shall be presumed that the vendor is not interested and the order shall stand cancelled.
07.	Payment	<p><b>Within 30 days.</b></p> <p><b>On Shipment:</b> Ninety (90%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in Clause 09 of this Tender Document.- <b>NA</b></p> <p><b>On Acceptance:</b> Ten (10%) percent of the Contract Price of Goods received shall be remitted to the Supplier via Wire Transfer within thirty (30) days of successful installation &amp; commissioning of goods / equipment upon submission of claim supported by the Acceptance Certificate issued by the Purchaser along with the Performance Security.-<b>NA</b></p> <p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account- <b>NA</b></p>
08.	Performance Security(PS)	<b>NA</b>
09.	Documents	<b>NA</b>
10.	Warranty	<p>The warranty shall remain valid for twelve ( 12 ) months after the Goods, have been delivered to and accepted at the final destination (Unit for research and Development of Information Products).-<b>NA</b></p> <p>The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.-<b>NA</b></p> <p>Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.-<b>NA</b></p> <p>If having been notified, the Supplier fails to remedy the defect within the reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract-<b>NA</b></p> <p>Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser. <b>NA</b></p>
11.	Country Of Origin	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. In case of payment through Letter of Credit, a Certificate of Origin (COO) issued by the Local Chamber of Commerce shall have to be submitted along with other negotiating documents.- <b>NA</b>
12.	List Of Purchasers/User List	<b>Not Applicable</b>
13.	Submission And Opening Of Bids	The bid / quotation duly signed by the bidder or any authorized person / persons is to be mandatorily submitted online through Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) within the deadline stipulated as above in the the tender document. Bidders shall not be permitted to withdraw / modify / alter their bids after expiry of the deadline. The bid/quotation should clearly indicate the tender reference number. The bids shall be opened in presence of bidder's representatives who choose to be present on the date and time indicated in this Tender Document. In case the date for opening of bids, happens to be a

		closed day on account of any unforeseen event, the same shall be opened on the next working day at the appointed time.
14.	<b>Delivery Period</b>	<p>Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.-  <b>Immediately</b></p> <p>If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause (Clause 13 of this Tender Document) unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.</p>
15.	<b>Penalty/Liquidated damages</b>	<p>Subject to Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1(one) percent of the delivered price of the delayed Goods or unperformed Services for each week or part thereof until actual delivery or performance, up to a maximum deduction of 10(ten) Percent. Once the maximum is reached, the Purchaser may consider termination of the Contract.</p>
16.	<b>Force Majeure</b>	<p>Notwithstanding the provisions relating to extension of time and penalty the Supplier shall not be liable for forfeiture of its performance security or liquidated damages, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.</p>
17.	<b>Settlement of Disputes</b>	<p>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 Contract.</p> <p>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.</p>

		<p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration &amp; 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 &amp; 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.</p> <p>b) 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 sub-clause (a) 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 Law) Arbitration Rules.</p> <p>The venue of the arbitration shall be the place from where the purchase order or contract is issued.</p> <p>Notwithstanding any reference to arbitration herein,</p> <p>a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
18.	<b>Applicable Laws</b>	<p>The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to the jurisdiction of Pune, India.</p>
19.	<b>Installation</b>	<p>The Supplier shall depute its experts / engineers at Purchaser's site for carrying out the installation and commissioning of the equipment to the entire satisfaction of the Purchaser.</p> <p>The Inspection and Acceptance Tests at Buyer's site (Final Destination) are as follows :</p> <p>The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser. On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.</p>

<b>20.</b>	<b>General</b>	The quotation should be complete in all respects and duly signed. Conditional bids, incomplete and unsigned bids will not be considered at all. Manual/Offline/Bid received by post/fax/email will not be accepted under any circumstances.
<b>21.</b>	<b>Acceptance of Bids</b>	The acceptance of the quotation will rest with The Head, CSIR-URDIP, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or accept, partially or all the quotations received, without assigning any reason.

### Explanations

The following words and expressions used in this Tender Document shall have the meanings hereby assigned to them:

<b>Purchaser</b>	means CSIR-Unit for Research and Development of Information Products,'Tapovan', Survey No. 113 & 114, NCL Campus, Pashan, Pune, Maharashtra, India
<b>Supplier</b>	means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
<b>Contract</b>	means the Contract Agreement / Purchase Order entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein
<b>Contract Price</b>	means the Contract Agreement / Purchase Order entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein

Yours faithfully,

(Sardari Lal)  
Stores & Purchase Officer