CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

(CSIR, Ministry of Science & Technology, Govt. of India)
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CIMFR's GSTIN No.: 20AAATC2716R1ZT, PAN: AAATC2716R, Service Tax Reg.No.:AAATC2716RSD035

Global Tender Enquiry

निरीक्षण सं० / Enquiry No. CIMFR/PUR/5(8)2021/ **दिनॉक / Date: 05 .08.2021**

सेवा में / To,

M/s Rocscience Inc.
54 Saint Patrick St., Toronto
ON, CANADA M5T 1V1
e-mail: software@rocscience.com

Dear Sirs,

Sub.: Request for Quotation/offer through e-mail/hard copy (offline) for CPillar-Flexible Perpetual.

You are requested to quote for the following software, sealed in double cover superscribing the outer cover with quotation for **"CPillar-Flexible Perpetual"** against **Enquiry No. CIMFR/PUR/5(8)2021 dated: 05.08.2021"**. Offer with complete details on the following should reach this office through E-mail/Postal Service IMMEDIATELY for further process.

Item	Quantity
Detailed Specification CPillar-Flexible Perpetual CPillar-Hardlock (Flexible Perpetual) Software/ Tools Features • Evaluation of stability of crown pillars and laminated roof beds through 1. Rigid plate analysis 2. Elastic plate analysis, and 3. Voussoir (no tension) plate analysis • Analysing different modes of failure utilizing Mohr-Coulomb and Hoek- Brown criterion • Small scale probabilistic analysis and sensitivity analysis	01 No. 01 No.
Warranty period required: 01 year The software/moulde/parts whose country of origin is outside India and which has to be imported, may be quoted in foreign currency. The software/moulde/parts whose module/modules of main software/moulde/parts is/are of more than 20% value excluding services & taxes is/are manufactured by Indian Supplier, can be quoted in INR.	
For Details Please contact: Mr. Anand G. Sangode, Sr. Technical officer (1) Contact no. +91 9421536329 (M), E-mail: agsangode@gmail.com / agsangode@cimfr.nic.in	

You are requested to kindly go through the detailed terms & conditions / instructions mentioned below and Please see the following terms and conditions of this NIT-

Terms & Conditions:

1. Location/ Site: CSIR-CIMFR, Nagpur Research Centre, 17/C, Telenkhedi Area, Civil Line, Nagpur – 440 001 (Maharashtra)
2. Recent Past Purchase Orders of same/similar software/module/parts, client list with contact details & Performance Certificate.
3. The period of validity of each bid must be 180 days / more than 180 days from the date of opening.
4. This lab/Institute is registered with Dept. of Scientific & Industrial Research, Govt. of India and eligible for concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017 and similar State Tax (Rate) notifications.
5. CSIR-CIMFR will issue Custom Duty Exemption Certificate for the value of the imported software/module/parts only and Concessional GST certificate will be issued only for the value of that software/module/parts only which is/are indigenous make or not imported.
6. CSIR-CIMFR will not issue both the Custom Duty Exemption Certificate and Concessional GST Certificate for the same software/module/parts and value. Since, the software/module/parts is imported against Concessional Custom Duty and is booked/registered in Custom Department against the IEC of our Organisation, then the same can't be resold to us. Therefore, quotation/bill of imported software/module/parts/value should not be quoted/raised in INR.
7. The software/module/parts whose country of origin is/are outside India and which has/have to be imported may be quoted in foreign currency for direct purchase from OEM. In INR quotation for the same attracts additional concessional GST, that is financial loss to the institute and is not acceptable.
8. **Specification and Make:** Quotation should be given for the exact specification and make as shown in the enquiry against the software/module/parts mentioned in description of the software. The client list along with the unpriced past order with techno-commercial bid for potential evaluation & Priced past order copy of similar equipment supplied to any CSIR Lab / any Govt. Organization including detail of price & all charges must be attached with price bid.
9. Make and Model, Series, All specific codes, Leaflet, Catalogue & Authorization of Principal/ Manufacturer. Pre-requisite, requirement for site preparation and utility materials must be listed. Warranty should be as specified in specifications.
10. Complete specification with manufacturer's name and address should be given while quoting. Supporting scanned copies of Literature/Pamphlets etc. should also be submitted.
11. Packing, Forwarding, Transporting, Postage/Courier, Octroi, Freight, Insurance, Any Certificate(s), duties & levy, any other charge must be mentioned clearly.
12. Delivery Mode:- The firm has to clearly mention the mode of delivery of software/module/parts either it will be downloaded digitally or supplied in hard copy as in dongle/CD/any mode, if any. All the charge will be quoted accordingly in quotation. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
13. **Terms of Delivery:** Delivery of the goods to be made at destination CSIR-CIMFR, Nagpur Research Centre, 17/C, Telenkhedi Area, Civil Line, Nagpur – 440 001 (Maharashtra) on DDP (Delivery Duty Paid) as per Incoterms.
14. Bidder has to enclosed proper certificates for uninterrupted transmission/transport/Custom clearance of Dangerous/explosive/restricted goods, if applicable, in your bid/quotation.
15. As per notification No. F.No./6/18/2019-PPD dated 23/07/2020 of Ministry of Finance, Department of Expenditure Public Procurement Division, Government Of India, any bidder from a country which shares a land border with India will be eligible to bid any procurement whether of goods, services only if the bidder is registered with the Competent Authority specified in notification No. F.No./6/18/2019-PPD dated 23/07/2020 of Ministry of Finance, Department of Expenditure Public Procurement Division, Government Of India
16. Purchase Preference: Purchase Preference shall be given to Class-I Local Supplier in procurement, as per Para No.: 3A of order No.: P-45021/2/2017-PP (BE-II) Government of India, Ministry of Commerce and Industry, DPIIT dated 04/06/2020.

    'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the software procured (excluding net domestic indirect taxes) minus the value of imported content in the software (including all customs duties) as a proportion of the total value, in percent.

    Therefore, bidders shall be required to indicate percentage of Local Content and provide declaration as per Local Content Certificate as per format placed in Annexure-II on their Letter Head.

Bidder has to confirm the Local Content of the software/module/parts procured:-

For software/module/parts: The module/parts of software which are manufactured in India, their name and percentage value out of total value of the finished goods.

It may be noted that the services and taxes will be not accounted as the part of Local Content for the software/module/parts and any goods will not be accounted for the part of service.

The Custom duty will not be the part of Local Content.

Local Content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the software/module/parts procured (excluding net domestic indirect taxes) minus the value of imported content in the software/module/parts (excluding Services such as transportation, insurance, installation, commissioning, training and after sales services, all customs duties) as a proportion of the total value, in percent.

The concerned policies, rules, terms & conditions and amendments issued by government of India/ nodal ministry will be applicable.

The software/module/parts whose country of origin is outside India and which has to be imported, may be quoted in foreign currency.

The software whose module/parts of main equipment/software is/are of more than 20% value excluding services & taxes is/are manufactured by Indian Supplier, can be quoted in INR.

17. Price Schedule: Supplier needs to quote price as per Price Scheduled form placed at Annexure- I
18. Price Schedule must be duly filled on letter head and no column will be left blank, otherwise will be treated as incomplete and can be rejected.
19. The Gross Dimension and Net Dimension must be quoted, which required for assessment of freight for final evaluation.
20. Bidder needs to mention the payment terms in their quotation.
    a. **Payment Terms:** 100% net contract price to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturer's test certificate, warranty certificate, installation & Commissioning, PBG verification.
    b. **Advance Payment:** Advance payment can be made on acceptance of the following criteria:
    Advance payment of Thirty per cent of the contract value can be made against adequate safeguard in the form of Bank Guarantee of equivalent amount should be provided. The format of Advance Bank Guarantee is placed at Annexure-
    c. FTT/WTT/FDD- 100% payment through FTT/WTT/FDD against satisfactory installation and commissioning.
    d. **Letter of Credit (LC) will be opened for** 100% of the foreign currency software and the payment will be released:- (a) 100% payment against satisfactory installation and commissioning (b) The payment will be released 80% against the shipment documents and balance 20% of the after receipt of goods in good conditions, satisfactory installation and Commissioning and final acceptance.
21. The exact figure in %age for discount, if any.
22. Proof of Manufacturer's Authorization for this offer, Agreement of Service Provider and Warranty Support Service, Local Service Centre Details with contact Nos. wherever applicable may be given.
23. The quotations should be addressed : **The Director, Kind attention SPO, Central Institute of Mining & Fuel Research, H.Q.: Barwa Road Campus, Dhanbad – 826001 (Jharkhand), India with GST no. of CSIR-CIMFR and Bidders/ Supplier.**
24. **Packing & Forwarding :** To be suitably packed in Special Export Packing to withstand Air Transmissions enroute to Nagpur, Maharastra, India.
25. **Provisional retention/acceptance of material after scheduled/extended delivery period:** Whenever material delivered to CSIR-CIMFR Stores after the expiry its scheduled/extended delivery period it will be considered as subject to acceptance of the user and its provision retention does not acquiesce or condone the late delivery/penalty and does not intend or amount to an extension of the delivery period or keeping the contract alive.
26. **Extension of Delivery/installation period:** The time schedule can be extended by Competent Authority on receipt of request from the supplier before expiry of the scheduled delivery/installation period of the ordered material.
27. **Insurance:** The goods supplied under the contract, shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. Insurance up to destination i.e CSIR-CIMFR, Nagpur Research Centre, 17/C, Telenkhedi Area, Civil Line, Nagpur – 440 001 (Maharashtra) should be covered by bidder. The goods should be insured in your favour against all risks from ware house to ware house basis. The insurance charges, if any, should be shown separately in the rates quoted.

28. **Late Penalty:** The time is essence of this order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% per week subject to a maximum of 10% of the total value of supply order. Beyond 10% subject to approval of Director CIMFR on the merit of cases. In case of delay in installation the same rate of penalty shall be leviable.

29. **Liquidated Damages:** Liquidated Damages @ 0.5% per week subject to maximum 10% or as decided by the competent authority will be imposed due to any loss/damage occurred on non-compliance/violation of Purchase Order terms & conditions. Beyond 10% subject to approval of Director CIMFR on the merit of cases.
30. **Waiver of Penalty/ Liquidated Damages:** The waiver of LD/Late penalty can be decided on request of the supplier, recommendation by user and after approval of the competent authority on the merit of cases.
31. Supplier has to be submit a declaration of not blacklisting from any CSIR Lab./Govt. /PSU/Pvt. organization within minimum last 3 years and also submit a certificate.
32. The supplier needs to certify that the rates quoted by them are the same and not higher than those quoted with other CSIR Labs/Instt, Government, public sector or private organizations.
33. **Acceptance / Rejection :** The Director, CSIR-CIMFR, reserves the right to accept/reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.
34. Option Clause: The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).
35. Unsolicited offers are liable to be ignored. It may be noted that Conditional/Unsigned tenders shall not be considered.
36. **FORCE MEJEURE:** "Force Majeure" means an even beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

    If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and cause thereof. 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.
    The supplier shall not be liable for forfeiture of its performance security, late penalty or liquidated damages or termination for default, 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 for purposes of this clause.

37. **GOVERNING LAW:**
    (i) Jurisdiction: This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Dhanbad, India to competent jurisdiction.
    (ii) Arbitration: Any Difference/ dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

Yours Faithfully

Store & Purchase Officer
CSIR-CIMFR, Dhanbad

05.08.21

Allied Technical Details

S.N.	Allied technical details	Bidder's response
1.	software/module/parts of catalogues/user manual/other informative material/sketches/drawings etc.	Enclosed (Yes/No) (Ensure that it should be up to date and page numbered)
2.	Country of origin,	
3.	Port of shipment	
4.	Banker's details	
5.	Standard Warranty/Guarantee for a period of	
6.	Details of service provider for after sales/complaints etc	
7.	Details of accessories (if any)	
8.	List of non-consumables (if any)	
9.	List of consumables (if any)	
10	Ex-Works At	
11.	FOB /FCA (Name of port)	
12.	Spares availability	
13.	Demonstration charges	
14.	Any other relevant detail	

DEVIATION STATEMENT FORM

1) The following are the particulars of deviations from the requirements of the Tender specifications:

Tender Clause/specifications	Deviation	Remarks (including justification)

Place:
Date:

Signature and seal of the Manufacturer/Bidder

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating **"No Deviations".**

SUPPORT DETAIL FORM*

Sl. No.	Nature of training imparted	List of similar type equipments serviced in past three years	Details if the Contact person fax, phone, email etc.

*Documentary evidence should be enclosed.

Signature and Seal of the manufacturer/Bidder.....
Place :
Date :

STATEMENT OF FINANCIAL DEVIATIONS

Following are the financial deviations and variation(s) from the exceptions to the specifications and documents for the Bid document. These deviation(s) and variation(s) are exhaustive.

Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

Sl No.	Section No.	Clause No.	Statement of Deviations / Variations

S. No. Section No. Clause No. Statement of deviation(s) and variation(s)

Signature of the bidder

Name:

Place:

Date:

Address:

Company Seal

Annexure: I

Price Schedule Form

DDP (Delivery Duty Paid)

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder_____
NIT Reference No._____
File Reference No._____

Sl.No.	Description/ Part No./ Make Model	Quantity	Unit Price(in currency)	Total Amount (in currency)
1.				
2.				
3.....				
			Ex-Works Price-	
			Packing, loading and inland freight	
			*FCA (at port)	
			Terminal charges, loading on vassal	
			*FOB (name of port)	
			Carrier charges & insurance up to CSIR-CIMFR, Nagpur Research Centre, 17/C, Telenkhedi Area, Civil Line, Nagpur – 440 001 (Maharashtra)	
			CIP	
			Destination Terminal Charges/Custom Clearance Charges	
			Custom Duty against DSIR Registration Certificate	
			Transportation from CIP to Destination/Place of Delivery i.e. CSIR-CIMFR, Nagpur Research Centre, 17/C, Telenkhedi Area, Civil Line, Nagpur – 440 001 (Maharashtra)	
			Unloading at Destination	
			Installation & Commissioning charges	
			Demonstration charges	
			*Net Dimension	
			*Gross Dimension	

* Mandatory requirement, failing which offer will be rejected.

Total Bid price in words_____

Note:.

(a) Total Bid price in foreign currency _____
(b) Total bid price in Indian Currency_____.
(c) C&F agent (Overseas & Indian) name and address_____.
(d) Installation, commissioning & training charges, Demonstration charges if any _____
(e) Cost of Spares _____
(f) Banker's details such as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.
(g) The Price schedule of optional software shall be indicated in a separate sheet in the same Performa.
(h) Seller is responsible to deliver the quoted software at the destination/Place of delivery. Seller has to submit the price break-up of all charges up to delivery of the quoted software.

Signature of Bidder

Name
Business Address_____

Annexure-II

Local Content Certificate

----------Letter head of Bidder----------

No: date

Sub:- Local Content Certificate

Ref:- (i) Order. P-45021/2/2017 PP(BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India.

(ii) CSIR-CIMFR NIT Ref No.....Date.....

(iii) Bid Ref No. .....date.....

Sir,

This is to certify that the bidder M/s.....as supplier/Service Provider is declaring here by the percent of local content in our quoted software/module/parts as per CSIR-CIMFR NIT requirement as under:- 'Local content' means the amount of value added in India which shall be as, It has been prescribed by the Nodal Ministry/ has not been prescribed by the Nodal Ministry'* for our quoted products the total value of the software/module/parts has to be procured as per this NIT (excluding net domestic indirect taxes) minus the value of imported content in the software (including all customs duties) as a proportion of the total value, in percent.

Local Content Declaration for Goods:

I/ we M/s.....as 'Class-I local supplier/ Class-II local supplier/ Non- local suppler' ** hereby declare that our offered quoted software/module/parts i.e., ...(Name of software/module/parts (s)) as per referred CSIR-CIMFR NIT No.....date..... having local content 'equal to or more than 50% (or percent as prescribed by respective nodal ministry for Class-I local supplier)/ more than 20% but less than 50% (or percent as prescribed by respective nodal ministry for Class-II local supplier)/ less than 20% (or percent as prescribed by respective nodal ministry for Non- local suppler)' *** of the total value of the software/module/parts to be procured as per aforesaid NIT & prescribed in Order. P-45021/2/2017 PP(BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India. The percentage of local content value of module in main software/equipment excluding service and taxes.

Detail of Description of module/parts of main equipment/software/goods added in India Location(s) where the local value is/are made are:- .....

Name of main equipment/software :-					Total value :-	
S. No.	Module/parts of main software / equipment developed by OEM in outside India	Value of imported module/parts in main equipment / software	Module/parts of main software / equipment developed by Indian Supplier within India	Location In India	Value of indigenous module/part in main equipment / software	Percentage of indigenous module/part against total vale

I hereby Undertake that the content of the certificate is true in all respect.

(Signature)

Name & Designation.....

For M/s.....

(Seal)

'*' , '**' & '***' strike off which is not applicable.

Annexure- III

Bidder's Checklist Performa
(Mandatorily to be filled by the bidder)

SL. No.	Description of information/documents	Bidder's Response	Remarks
01	Bidder's offer/quotation on their letter head.		
02	Acceptance of NIT Terms and Conditions		
03	Catalogue of the quoted software/module/parts		
04	Description of quoted software/module/parts		
05	Make & Model of the quoted software/module/parts		
06	Net Dimension		
07	Gross Dimension		
08	Local Content Certificate as per Annexure-II		
09	Warranty provided		
10	Validity of the quotation		
11	Payment terms		
12	Land border registration, if applicable.		
13	OEM declaration on firm's letter head		
14	Delivery period required		
15	Certificates for uninterrupted transmission/transport/Custom clearance of Dangerous/explosive/restricted goods, if applicable,		
16	Authorized Local Service provider/Indian Agent after sales service		
17	Blacklisting Certificate as per NIT		
18	Rate Quoted certificate as per NIT		
19	Allied Technical details		
20	Deviation Statement Form		
21	Support Detail Form		
22	Statement of Financial Deviations		
23	Price Schedule form (Annexure-I)		