



**GOVERNMENT OF KARNATAKA**



**PES UNIVERSITY**

**100 Feet Ring Road, BSK 3<sup>rd</sup> Stage, Bengaluru - 560085**

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**E-PROCUREMENT TENDER FOR SUPPLY OF  
COMSOL MULTIPHYSICS SOFTWARE UNDER R&D SCHEME-2018**

**(Through e-procurement portal only)**

**<https://eproc.karnataka.gov.in>**

**BID DOCUMENT-TWO COVER SYSTEM**

**REF: TENDER NOTIFICATION NO.: PESU/MECH-PG/KCTU-18/EPROC/2019-20/2**

**DATED: 04/05/2019**

**LAST DATE FOR SUBMISSION OF TENDER: 20/05/2019**



GOVERNMENT OF KARNATAKA



**PES**  
UNIVERSITY

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100 Feet Ring Road, BSK 3rd Stage, Bengaluru - 560085

Telephones: 080-26721983

Mobile No: 8050049569

**E-PROCUREMENT TENDER FOR SUPPLY OF  
COMSOL MULTIPHYSICS SOFTWARE UNDER R&D SCHEME-2018**

**Tender No.: PESU/MECH-PG/KCTU-18/EPROC/2019-20/2**

Commencement of download of e-Tender Form from website- <a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a>	<b>04/05/2019 from 11.00 am.</b>
Pre-bid meeting.	<b>08/05/2019 @ 02:00 pm.</b>
Last Date for Uploading of Tender in e-procurement platform on or before	<b>20/05/2019 Up to 5.00 pm.</b>
Opening of Pre-qualification / Technical Bid.	<b>22/05/2019 @ 11:00 am.</b>
Opening of Price Bid	<b>22/05/2019 @ 11:00 am</b>

PLACE OF OPENING OF TENDERS : **Office of the Registrar, PES University, 100 Feet Ring Road, BSK 3rd Stage, Bengaluru - 560085**

ADDRESS FOR COMMUNICATION : **Chairperson, Department of Post Graduate Studies, Mechanical Engineering, B703A, 7<sup>th</sup> Floor, B Block, PES University, 100 Feet Ring Road, BSK 3rd Stage, Bengaluru - 560085**

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## SECTION – I

### INVITATION FOR TENDER (IFT)

1. The Registrar, PES University, Bangalore, hereby invites tenders under e-Tendering system from eligible tenderers for supply of **COMSOL MULTIPHYSICS SOFTWARE**. Detailed in **Section VII** of this Tender.

**Note:**

- a) The term ‘Authorized Signatory’, means a Proprietor / Proprietaries, or a Managing partner or a whole-time employee, in executive cadre, in a Proprietorship Concern / Partnership Firm or a person who is working as Managing Director / Director Finance / Director Marketing / General Manager / Assistant General Manager / Manager / Company Secretary in the Tenderer Company, who has authority to take decision on the spot with regard to all the aspects of the Tender.
- b) The term “**PURCHASER**” for the purpose of placing the order, accepting / rejecting the goods, payments and demanding the Tenderer for demonstration of the items by the **PES UNIVERSITY, Bengaluru**, who are bound by the Contract in pursuance of this Tender, while purchasing items.
- c) The term “**TENDERER**” means the Manufacturers / Contractor who are eligible to apply for the tender
- d) The term “**CONTRACTOR**” refers to the successful Tenderer who has entered into an agreement with PES University, Bengaluru for the purpose of supplying COMSOL MULTIPHYSICS SOFTWARE as mentioned in this tender.
- e) SSI units of Karnataka State shall be given price preference in accordance with New Industrial Policy provided that they fulfil all the other prescribed criteria and become responsive and if the policy is in operation as on the date of Tender Notification.
- f) Domestic Small-Scale Industrial Unit’ means an industrial unit in which the investment in fixed assets in plant and machinery, whether held on ownership or on lease or by hire purchase, does not exceed rupees one crore, and which manufactures the goods within the state and registered with the Director of Industries and Commerce, Government of Karnataka and their registration is valid as on the last date of submission of tender.
- g) The PES University, Bengaluru shall be the Tendering Authority for the purpose of this tender.

2. Tenderers are free to quote for items listed in **Section VII**.

3. Tenders of only those Tenderers who fulfill the Terms and Conditions of this tender will be considered for evaluation. The tenders will undergo evaluation at every stage of processing and any tender found at any stage, not in conformity with the stipulated tender conditions including specifications / found to have uploaded defective and incomplete documents / demonstrated items found not in conformity with the specifications or found defective either physically or analytically, will be rejected.
4. Interested eligible Tenderers may obtain further information from the “**Office of the Department of Post Graduate Studies, Mechanical Engineering, PES University, Bengaluru-560085.**  
**Ph: 080-26721983 Mobile No: 8050049569**

5. (a) **Schedule of Events:**

Commencement of download of e-Tender Form from website- <a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a>	<b>04/05/2019 from 11.00 am.</b>
Pre-bid meeting.	<b>08/05/2019 @ 02:00 pm.</b>
Last Date for Uploading of Tender in e-procurement platform on or before	<b>20/05/2019 Up to 5.00 pm.</b>
Opening of Prequalification / Technical Bid.	<b>22/05/2019 @ 11:00 am.</b>
Opening of Price Bid	<b>22/05/2019 @ 11:00 am</b>

(b) **Venue:** Office of the Registrar, PES University, 100 Feet Ring Road, BSK III Stage, Bengaluru-560085. **Ph: 080-26721983; Mobile No: 8050049569**

(c) **Opening of Financial Bid/Commercial Bid:**

Price Bid of only those Techno-Commercially responsive Tenderers will be opened on a date notified or on any further date to be notified/ informed to the Techno-Commercially responsive Tenderers.

(d) Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the purchaser; a Tender valid for shorter period shall be rejected by the purchaser, as Non-Responsive.

6. Completed Tender document shall be uploaded through e-tendering system using their user ID and to be addressed to The Registrar, PES University, Bengaluru-560085, in the manner described under instructions in **Section– II**, on or before the last date and time stipulated.

**SECTION-II**  
**TERMS AND CONDITIONS**

- 1.1 The Tender shall be uploaded only if the Tenderer is agreeable to all the Terms and Conditions of this Tender, which includes the Description and Specifications of the Items mentioned therein.
- a. The Tenderer shall upload the tenders through e-tendering system using User's ID and Digital Signature Certificate for Techno-Commercial and Price Bids.
  - b. Items required are listed in **Section VII**.
- 1.2 Irrespective of the terms and conditions the Tenderer may have specified, only the terms and conditions specified in this tender shall be binding on the Tenderer and the tendering authority.

2. The Tenderer shall upload the tender in the manner described here under: -

**A. TECHNO-COMMERCIAL BID SHALL CONTAIN DOCUMENTS LISTED UNDER TECHNICAL QUALIFICATION CRITERIA.**

**A.1 Earnest Money Deposit/ Bid Security**

The Tenderer can pay the Earnest Money Deposit (EMD) as mentioned below (Exclusive of Tax, Duties and other charges) in the e-Procurement portal using any of the following payment modes:

ITEM	EMD
SUPPLY OF COMSOL MULTIPHYSICS SOFTWARE. detailed in <b><u>Section VII</u></b>	10,000/-

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC Designated Bank Branches listed in e-portal web site can be obtained through website <http://eproc.karnataka.gov.in> in contractors' section where a Contractor can make a payment.

The Tenderers Bid will be evaluated only on confirmation of receipt of the payment Earnest Money Deposit (EMD) in the GOK's central pooling A/c held at ICICI Bank.

EMD amount will have to be submitted by the Contractor taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash in any of the designated ICICI Bank Branches located across the Country (and not through Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction
- c. The EMD money received for all the tenders floated through the e-Procurement platform will be collected and maintained in a central pooling account.

**A.2 REFUND of EMD**

The EMD money will be kept in the central pooling account until the tender is awarded to the successful Tenderers. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Tenderers will be refunded to the respective Bank a/c's of the Contractor registered in the e-Procurement system.

**A.3 GST CERTIFICATION**

Notarized Copy of GST Registration Certificate along with Professional tax Commodity Description of the Tenderer shall be uploaded otherwise will be considered as “**Non-Responsive**”.

#### **A.4 PAN CARD**

Notarized Copy of PAN Card of the Tenderer shall be uploaded otherwise will be considered as “**Non-Responsive**”.

#### **A.5 MANUFACTURING LICENSE**

- a) Notarized copy of the **Manufacturing license**, duly renewed up to date along with list of products permitted (Items to be quoted) is to be uploaded. The Manufacturing license should be valid for the quoted items, without break for at least last three years, otherwise will be considered as “Non-Responsive”.
- b) In case of Manufacturing License applied for renewal, it is insisted to upload the validity certificate from the licensing authority in respect of their license that it continues to be valid during the period of tender process i.e. after submission for the renewal, till the time the license is actually been renewed, otherwise will be considered as “Non-Responsive”.
- c) If the Tenderer is registered under SSI unit original copy of **valid SSI certificate** issued by Director of Industries Commerce, Government of Karnataka is to be uploaded, otherwise they will not be treated as SSI units of Karnataka.

#### **A.6 TENDER OFFER FORM**

Tender Offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per **Section-IX Part-I**, of the Tenderer is to be uploaded otherwise will be considered as “**Non-Responsive**”.

#### **A.7 DECLARATION FORM**

Declaration form of the tender in the format as per **Section-IX Part II** of the Tenderer is to be uploaded otherwise will be considered as “**Non-Responsive**”.

#### **A.8 NAME AND MODEL OF EQUIPMENT QUOTED**

Name and model of Equipment along with manufacturer name, country of origin and Model quoted by the tenderer should be clearly furnished separately and should be uploaded otherwise will be considered as “**Non-Responsive**”.

#### **A.9 SUBMISSION OF ORIGINAL DOCUMENTS**

All documents uploaded under Technical Bid should be produced before the Tender Committee members for verification on the day of opening of Technical Bid failing which the bidder will be treated as “**Non-Responsive**” and his tender will be rejected without notice. (Tenderer should upload conformation letter in his letter head regarding submission of original / Notarized document as per tender)

#### **A.10 Technical specifications information Literature & Brochure of the Equipment**

The Original Technical specifications information complete Literature & Brochure of the Equipment & Instrument quoted by the Tenderer is to be uploaded, otherwise will be considered as “**Non-Responsive**”.

**A.11 Compliance for the Tender specifications and clarifications for deviations**

Compliance for the Tender specifications and clarifications for deviations of the Equipment & Instrument quoted by the Tenderer is to be uploaded, otherwise will be considered as “**Non-Responsive**”.

**A.12 Service Centres in Karnataka & Technical Staff available**

Service Centres in Karnataka & Technical Staff should available for the Equipment & Instrument quoted by the Tenderer and details should be uploaded, otherwise will be considered as “**Non-Responsive**”.

**A.13 The Documents / Certificates should be:-**

The documents / certificates should be under the name and address of the premises where items quoted are actually manufactured, otherwise will be considered as “Non-Responsive”.

- a) The Documents uploaded should be clearly visible failing which such documents shall not be considered.
- b) The documents uploaded in general documents should be named individually.

**B. PRICE BID SHALL CONTAIN THE DOCUMENTS LISTED HEREUNDER:**

**B.1 PRICE SCHEDULE**

- a) **Price Schedule** format shall be furnished as per **Section X**.
- b) The rate quoted in the e-procurement platform format should be for the unit. The Tenderers are strictly prohibited to change / alter specification or unit size given in the e-procurement platform format, otherwise the rates offered will not be considered.

**B.2** Both the Technical Bid & Commercial Bid for supply of COMSOL MULTIPHYSICS SOFTWARE shall have to be uploaded under appropriate headings.

- a) In the event of any discrepancy with respect to the rates quoted the purchaser reserves the right to accept the lowest rate.
- b) All pages of the Tender except for printed literature if any enclosed shall carry the full signature of the person signing the Tender.



### **SECTION-III**

**Tender No: PESU/MECH-PG/KCTU-18/EPROC/2019-20/2**

**Date: 04/05/2019**

#### **SHORT TERM TENDER NOTIFICATION FOR SUPPLY OF COMSOL MULTIPHYSICS SOFTWARE**

Short term E-Tender is invited from eligible Bidders for supply of **COMSOL MULTIPHYSICS SOFTWARE REQUIRED FOR DEPARTMENT OF PG STUDIES, MECHANICAL ENGINEERING, PES UNIVERSITY, BENGALURU UNDER R&D SCHEME - 2018** under Two Cover Bid System; the details of Instruments & Equipment's will be viewed from e-procurement portal of Government of Karnataka.

[www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)

- (1). Tender Documents may be downloaded from the e-procurement portal from 04.05.2019.
- (2). Tender must be submitted online through e- portal on or before 20.05.2019 up to 05.00 PM.
- (3). Technical Bids will be opened on 22.05.2019@ 11.00 A.M. Further information may be obtained from the above office during office hours & also from this office and our web site <https://www.pes.edu>

Registrar  
PES University, Bengaluru

**SECTION-IV**

**INSTRUCTIONS TO TENDERERS (ITT)**

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**SECTION-IV**  
**INSTRUCTION TO TENDERERS (ITT)**

**A. Introduction**

**1. Eligible Tenderers**

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

**2. Cost of Tendering:**

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and “**PES University, Bengaluru**” hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

**B. The Tender Documents**

**3. Contents of Tender Documents**

- 3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
- a) Instruction to Tenderers (ITT);
  - b) General Conditions of Contract (GCC);
  - c) Special Conditions of Contract (SCC);
  - d) Schedule of Requirements;
  - e) Technical Specifications;
  - f) Tender Form and Price Schedules;
  - g) Contract Form;
  - h) Performance Security Form;
  - i) Performance Statement Form;
  - j) Equipment and Quality Control Form
  - k) User Certificate Form
- 3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer’s risk and may result in rejection of its tender.

**4. Clarification of Tender Documents**

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing by e-mail at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives within stipulated period prescribed by the Purchaser.
- 4.2 To clarify and discuss issues with respect to the tender, the department may hold pre-bid

meeting.

- 4.3 Prior to the Pre-bidding meeting, the bidders may submit queries. Bidders must formulate their and forward the same to the department as per time schedule set out the TENDER Document (“Bidding Schedule”). The department may, in its sole discretion or based on inputs provided by bidders that it considers acceptance, amend the TENDER DOCUMENT.
- 4.4 Bidders may note that the department will not entertain any deviation to the TENDER at the time of submission of the bid or thereafter. The bid to be submitted by the bidders would have to be unconditional and the bidders would be deemed to have accepted the terms and conditions of the TENDER. Any conditional bid shall be regarded as no –responsive and would be liable for rejection.
- 4.5 The department will endeavour to hold the pre-bid meeting a per bidding schedule.
- 4.6 Attendance of the bidders at the pre-bid meeting is not mandatory.

## **5. Amendment of Tender Documents**

- 5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
- 5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in e-portal and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

## **C. Preparation of Tenders**

### **6. Language of Tender**

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

### **7. Documents Constituting the Tender**

- 7.1 The tender prepared by the Tenderer shall comprise the following components:
  - a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10.
  - b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
  - d) Earnest money deposit furnished in accordance with ITT Clause 13.

## **8. Tender Form**

8.1 The Tenderer shall complete the Techno-Commercial Bid and the Price Schedule furnished in the tender document & e-portal, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

## **9. Tender Prices**

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract in Price Bid. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner as per Section-X.

(i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable

a. On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory. Or

b. On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the- shelf.

(ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as Non-Responsive and rejected, pursuant to ITT Clause 22.

## **10. Tender Currency**

10.1 Prices shall be quoted in **Indian Rupees (INR)**:

## **11. Documents Establishing Tenderer's Eligibility and Qualifications**

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender

is accepted, shall establish to the Purchaser's satisfaction:

- a) That, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per Authorization Form in Section-XII) by the goods' Manufacturer or producer to supply the goods in India. (The item/s for which Manufacturer's Authorization is required should be specified) *[Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturers for the same item of the schedule in the tender will be treated as non-responsive.]*
- b) That the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section-VIII. To this end, all tenders submitted shall include the following information:
  - i. The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
  - ii. Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (Suggested proforma given in Section-XIII);

## **12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents**

- 12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.
- 12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:
  - (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
  - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **13. Earnest Money Deposit**

- 13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

- 13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
- (a) At the tenderer's option, be in the form of either a certified check, pay order, letter of credit, a Demand draft, or a bank guarantee from a Nationalized/ Scheduled Bank located in India
  - (b) The bank guarantee be substantially in accordance with the form of earnest money deposit included In Section VIII or other form approved by the Purchaser prior to tender submission;
  - (c) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked; be submitted in its original form; copies will not be accepted; and Remain valid for a period of 45 days **beyond** the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.
- 13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.
- 13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.
- 13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.
- 13.7 The tender security may be forfeited:
- (a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2;
  - or
  - (b) in case of a successful Tenderer, if the Tenderer fails:
    - (i) to sign the Contract in accordance with ITT Clause 30; or
    - (ii) to furnish performance security in accordance with ITT Clause 31.

#### **14. Period of Validity of Tenders**

- 14.1 Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITI Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as “**Non-Responsive**”.
- 14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.



## **15. Format and Signing of Tender**

- 15.1 The tenderer shall prepare two copies of tender clearly making each “original tender” and “Copy tender” as appropriate in the event of any discrepancy between them the original shall govern.
- 15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialled by the person or persons signing the tender.
- 15.3 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.
- 15.4 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the tender.

### **D. Submission of Tenders**

#### **16. Deadline for Submission of Tenders**

- 16.1 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **17. Modification and Withdrawal of Tenders**

- 17.1 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

### **E. Tender Opening and Evaluation of Tenders**

#### **18. Opening of Tenders by the Purchaser**

- 18.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, at 11.00 am on **22.05.2019** whichever applicable and in the chamber of The Registrar, PES University Bengaluru-560085.

The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

#### **19. Clarification of Tenders**

- 19.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

## **20. Preliminary Examination**

- 20.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 20.1.1 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.
- 20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Manufacturer's does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- 20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 20.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 20.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

## **21. Evaluation and Comparison of Tenders**

- 21.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.
- 21.2 The Purchaser's evaluation of a tender will exclude and not take into account:
- (a) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.
- 21.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price

(Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

- a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- b) Delivery schedule offered in the tender;
- c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- d) The cost of components, mandatory spare parts and service;
- e) The availability in India of spare parts and after-sales services for the goods/ equipment offered in the Tender;
- f) The projected operating and maintenance costs during the life of the equipment; and
- g) The performance and productivity of the equipment offered.

21.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

- (a) *Inland Transportation, Insurance and Incidentals:*
  - (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii). The above costs will be added to the tender price.
- (b) *Delivery Schedule:*
  - (i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond **60 days for imported goods and 30 days for indigenous goods** of stipulated delivery period will be treated as unresponsive.
- (c) *Deviation in Payment Schedule:*

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviate from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 12 % percent per annum.
- (d) *Cost of Spare Parts:*
  - (i) Appendix to the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required

during the initial **two years (One year Warranty period + 1 year under AMC/CMC)** period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

OR

- (ii) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial **two years** period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the tender price.

OR

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial **two years** period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

- (e) *Spare Parts and After Sales Service Facilities in India:*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.

- (f) *Operating and Maintenance Costs:*

Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows:

- (i) Equipment /Material Testing Instruments shall be based on per year for **two years** after warranty at Reagents/Chemicals/Disposables price of Rupees.....
- (ii) Spare parts costs shall be based on each case of operation based on the guaranteed figures provided by the Tenderer in the response to AMC, of the Technical Specifications or based on past actual figures for similar equipment already in use with the Purchaser; and provided by the Tenderer in response to .....
- (iii) All future costs will be discounted to present value at a discount factor **of 10%**.

- (g) *Performance and Productivity of the Equipment:*

- (i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop-in performance or efficiency below the norm of 100, an adjustment of Rs. (Proportionate Value) will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications;

OR

- (ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the

## **22. Contacting the Purchaser**

- 22.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 22.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

## **F. Award of Contract**

### **23. Post qualification**

- 23.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.
- 23.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 23.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

### **24. Award Criteria**

- 24.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

### **25. Purchaser's right to vary Quantities at Time of Award**

- 25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **26. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**

- 26.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

### **27. Notification of Award**

- 27.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 27.4 If, after notification of award, a Tenderer wish to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

## **28. Signing of Contract**

- 28.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 28.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

## **29. Corrupt or Fraudulent Practices**

- 29.1 The Government requires that Tenderers/ Manufacturer's/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:
- (a) Defines, for the purposes of this provision, the terms set forth as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
- 29.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

**SECTION-V**  
**GENERAL CONDITIONS OF CONTRACT**  
**TABLE OF CLAUSES**

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## SECTION-V

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Purchaser and the Manufacturer's, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Manufacturer's under the Contract for the full and proper performance of its contractual obligations;
- c) "The Goods" means all the equipment, machinery, and/or other Civil engineering materials which the Manufacturer's is required to supply to the Purchaser under the Contract;
- d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Manufacturer's covered under the Contract;
- e) "GCC" means the General Conditions of Contract contained in this section.
- f) "SCC" means the Special Conditions of Contract.
- g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- h) "The Purchaser's country" is the country named in SCC.
- i) "The Manufacturer's" means the individual or firm supplying the Goods and Services under this Contract.
- j) "The Government" means the Government of Karnataka State.
- k) "The Project Site", where applicable, means the place or places named in SCC.
- l) "Day" means calendar day.

#### **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### **3. Standards**

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

#### **4. Use of Contract Documents and Information; Inspection and Audit by the Government**

4.1 The Manufacturer's shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Manufacturer's in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.



4.2 The Manufacturer's shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Manufacturer's performance under the Contract, if so, required by the Purchaser.

4.4 The Manufacturer's shall permit the Government to inspect the Manufacturer's accounts and records relating to the performance of the Manufacturer's and to have them audited by auditors appointed by the Government, if so, required by the Government.

## **5. Patent Rights**

5.1 The Manufacturer's shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **6. Inspections and Tests**

6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Manufacturer's in writing in a timely manner of the identity of any representatives retained for these purposes.

6.2 The inspections and tests may be conducted on the premises of the Manufacturer's or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Manufacturer's or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

6.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Manufacturer's shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

6.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

6.5 Nothing in GCC Clause 7 shall in any way release the Manufacturer's from any warranty or other obligations under this Contract.

## **6.6 Manuals and Drawings**

6.6.1 Before the goods and equipment are taken over by the Purchaser, the Manufacturer's shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

6.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

6.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

## **7. Packing**

7.1 The Manufacturer's shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

7.3 Packing Instructions: The Manufacturer's will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No iii) Manufacturer's Name, and iv) Packing List Reference number

## **8. Delivery and Documents**

8.1 Delivery of the Goods shall be made by the Manufacturer's in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the Manufacturer's are specified in SCC.

## **9. Insurance**

9.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Manufacturer's in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including Natural Disasters, War risks and Strikes.

## **10. Transportation**

10.1 Where the Manufacturer's is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Manufacturer's, and the related cost shall be included in the Contract Price.

## **11. Incidental Services**

- 11.1 The Manufacturer's may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Manufacturer's of any warranty obligations under this Contract; and
  - (e) Training of the Purchaser's personnel, at the Manufacturer's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 11.2 Prices charged by the Manufacturer's for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Manufacturer's for similar services.

## **12. Spare Parts**

- 12.1 As specified in the SCC, the Manufacturer's may be required to provide any or all of the following Civil engineering materials, notifications, and information pertaining to spare parts manufactured or distributed by the Manufacturer's:
- (a) such spare parts as the Purchaser may elect to purchase from the Manufacturer's, providing that this election shall not relieve the Manufacturer's of any warranty obligations under the Contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- 12.2 The Manufacturer's shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within 3 months of placement of order.

## **13. Warranty**

- 13.1 The Manufacturer's warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and Civil engineering materials unless provided otherwise in the Contract. The

Manufacturer's further warrants that all Goods supplied under this Contract shall have no defect arising from design, Civil engineering materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Manufacturer's, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 13.2 This warranty shall remain valid for 24 **months** of operation or 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 24 **months** after the date of shipment from the place of loading whichever period concludes earlier. The Manufacturer's shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If specify appropriate figure depending on type of equipment. For reasons attributable to the Manufacturer's, these guarantees are not attained in whole or in part, the Manufacturer's shall at its discretion either:
- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR
  - (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications. **(The rate shall be higher than the adjustment rate used in the bid evaluation under ITT Clause 23.4(f) or (g).**
- 13.3 The Purchaser shall promptly notify the Manufacturer's in writing of any claims arising under this warranty.
- 13.4 Upon receipt of such notice, the Manufacturer's shall, within the period of **FOUR** days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Manufacturer's shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.
- 13.5 If the Manufacturer's, having been notified, fails to remedy the defect(s) within **SEVEN** days, the Purchaser may proceed to take such remedial action as may be necessary, at the Manufacturer's risk and expense and without prejudice to any other rights which the Purchaser may have against the Manufacturer's under the Contract.

#### **14. Payment**

- 14.1 The method and conditions of payment to be made to the Manufacturer's under this Contract shall be specified in the SCC.
- 14.2 The Manufacturer's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 8, and upon fulfilment of other obligations stipulated in the contract.

14.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice with satisfactory installation / commissioning report from the concerned.

14.4 Payment shall be made in Indian Rupees.

## **15. Prices**

15.1 Prices payable to the Manufacturer's as stated in the contract shall be firm during the performance of the contract.

## **16. Change Orders**

16.1 The Purchaser may at any time, by written order given to the Manufacturer's pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Manufacturer's.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Manufacturer's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Manufacturer's for adjustment under this clause must be asserted within thirty (30) days from the date of the Manufacturer's receipt of the Purchaser's change order.

## **17. Contract Amendments**

17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **18. Assignment**

18.1 The Manufacturer's shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **19. Subcontracts**

19.1 The Manufacturer's shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Manufacturer's from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

19.2 Subcontracts must comply with the provisions of GCC Clause 2.

## **20. Delays in the Manufacturer's Performance**

20.1 Delivery of the Goods and performance of the Services shall be made by the Manufacturer's in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

- 20.2 If at any time during performance of the Contract, the Manufacturer's or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Manufacturer's 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 Manufacturer's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Manufacturer's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 20.3 Except as provided under GCC Clause 23, a delay by the Manufacturer's in the performance of its delivery obligations shall render the Manufacturer's liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

## **21. Liquidated Damages**

- 21.1 Subject to GCC Clause 23, if the Manufacturer's 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 liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

## **22. Termination for Default**

- 22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Manufacturer's, terminate the Contract in whole or part:
- (a) If the Manufacturer's fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
  - (b) If the Manufacturer's fails to perform any other obligation(s) under the Contract.
  - (c) If the Manufacturer's, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause:
    - “**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
    - “**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Manufacturer's shall be liable to the

Purchaser for any excess costs for such similar Goods or Services. However, the Manufacturer's shall continue the performance of the Contract to the extent not terminated.

### **23. Force Majeure**

- 23.1 Notwithstanding the provisions of GCC Clauses 20, 21, 22, the Manufacturer's shall not be liable for forfeiture of its performance security, 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.
- 23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Manufacturer's and not involving the Manufacturer'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.
- 23.3 If a Force Majeure situation arises, the Manufacturer's shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Manufacturer's 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.

### **24. Termination for Insolvency**

- 24.1 The Purchaser may at any time terminate the Contract by giving written notice to the Manufacturer's, if the Manufacturer's becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Manufacturer's, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### **25. Termination for Convenience**

- 25.1 The Purchaser, by written notice sent to the Manufacturer's, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Manufacturer's under the Contract is terminated, and the date upon which such termination becomes effective.
- 25.2 The Goods that are complete and ready for shipment immediately after the Manufacturer's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) To cancel the remainder and pay to the Manufacturer's an agreed amount for partially completed Goods and for Civil engineering materials and parts previously procured by the Manufacturer's.

### **26. Settlement of Disputes**

- 26.1 The Purchaser and the Manufacturer's 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.

- 26.2 If after thirty(30) days the parties have failed to resolve immediately their dispute or difference by such mutual consultation, then either the Purchaser or the Manufacturer's 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.
- 26.2.1 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.
- 26.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 26.3 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 Manufacturer's any monies due the Manufacturer's.

## **27. Limitation of Liability**

- 27.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 5,
- (a) The Manufacturer's shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Manufacturer's to pay liquidated damages to the Purchaser; and
  - (b) The aggregate liability of the Manufacturer's to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **28. Governing Language**

- 28.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **29. Applicable Law**

- 29.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

## **30. Notices**

- 30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.



30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**31. Taxes and Duties**

31.2 Manufacturer's shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchase

**SECTION-VI**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**TABLE OF CLAUSES**

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## SECTION-VI

### SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

#### 1. **Definitions (GCC Clause 1)**

- (a) The Purchaser is **THE REGISTRAR, PES UNIVERSITY, BENGALURU-560085.**
- (b) The Manufacturer is **the firm or individual who have been awarded the contract.**

#### 2. **Inspection and Tests (GCC Clause 7)**

The following inspection procedures and tests are required by the Purchaser:

- i. The Purchaser reserves the right to depute its officer / official / experts for pre-shipment inspection to confirm whether the equipment confirms with the technical specification.**
- ii. The Purchaser is at liberty to entrust any third party for inspection.**
- iii. During inspection the TA/DA, accommodation facilities to be borne by the Manufacturer's only.**
- iv. Calibration and tests certificates are to be produced at the time installation with a demo to Department staff.**

#### 3. **Delivery and Documents (GCC Clause 9)**

Upon delivery of the Goods, the Manufacturer shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The Manufacturer shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) **Four** Copies of the Manufacturer invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) **Four** Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Manufacturer's factory inspection report; and the above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Manufacturer's will be responsible for any consequent expenses.

#### 4. **Incidental Services (GCC Clause 12)**

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

**Specify the cost for any clauses excluding those specified in Clause 12 of GCC.**

#### 5. **Payment (GCC Clause 15)**

**a). For indigenous equipment** - 100% of the bill after duly certified by the concerned persons for working satisfactory, stock taken and countersign by the head of the institution.

**b). For Imported equipment** - *On Delivery and Final Acceptance*: 100% hundred percent of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 3 above.

*Note: (i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;*

*(ii) The LC will be confirmed at Manufacturer's cost if requested specifically by the Manufacturer's;*

*(iii) If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Manufacturer's account.*

#### 6. **Settlement of Disputes (Clause 27)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

(a) In case of Dispute or difference arising between the Purchaser and a domestic Manufacturer's relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

(b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. **Notices (Clause 31)**

For the purpose of all notices, the following shall be the address of the Purchaser and Manufacturer's.

Purchaser: **Registrar,  
PES UNIVERSITY,  
100 Feet Ring Road, BSK 3<sup>rd</sup> Stage, Bengaluru - 560085  
Mobile No: 8050049569.**

Manufacturer's: (To be filled in at the time of Contract signature)

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8. **Progress of Supply:**

Manufacturer's shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract  
(in case of stage-wise inspection, details required may also be specified).

9. **Right to use defective equipment:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. **Manufacturer's Integrity:**

The Manufacturer is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

**11. Manufacturer’s Obligations:**

The Manufacturer is obliged to work closely with the Purchaser’s staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Manufacturer will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Manufacturer’s negligence. The Manufacturer will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Manufacturer is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.

The Manufacturer will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

**12. Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser’s country, the Manufacturer shall act expeditiously to extinguish such claim. If the Manufacturer fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the Manufacturer shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Manufacturer of such claim, if it is made, without delay.

**13. Additional qualification criteria (Clause ITT 25.2)**

<b>Sl No.</b>	<b>Name of the Documents</b>
1.	Name of the Equipment and Country of Origin & Model quoted
2.	PAN Certificate.
3.	GST Certificate
4.	Notarized copy of Manufacture License for the Equipment
5.	Authorized Agency Certificate/s from the Principal Manufacturer in original, If Tenderer is an Authorized Agent/Distributor. (As per the Section XII)
6.	Signed Tender Form (As per the Section-IX-Part I)
7.	Self-declaration as per Section IX-Part II
8.	Technical specifications information & Brochure of the Equipment in original.
9.	Compliance for the Tender specifications and clarifications for deviations.
10.	Service Centre/s in Karnataka & Technical Staff available.
11.	Quality control Certificate, if the Tenderer is a Manufacturer (As per the Section-XIII)

**14. Refurbished Equipment**

If it is found that the refurbished equipment is supplied the entire cost along with E.M.D and Security Deposit is forfeited. The company shall be black listed.

**15. Alternate models**

Tenderers shall quote only one model equivalent to the Tender specifications. Alternate models should not be quoted. If quoted liable to be rejected.

**16. Delivery period:**

The successful tenderer should supply the Indigenous Equipment within 30 Days and imported Equipment within 60 days after opening of L.C.

If F.L.C has to be opened, amount of Indian currency quoted in the tender will be final. The currency rates will be calculated on the date of Techno-Commercial bid opening & Fluctuation in the respected currency rates will not be entertained.

Foreign Letter of Credit will be opened in the name of Principle Manufacture & Inland letter of credit will be opened in the name of Authorized agent only

**SECTION VII**  
**SCHEDULE OF REQUIREMENTS**

SI NO.	FEATURES	QUANTITY	UNIT
1	<p><b>COMSOL Multiphysics, Single User CPU-locked perpetual Academic Licence, for one (1) computer with following modules</b></p> <ul style="list-style-type: none"> <li>i. Batteries &amp; Fuel Cells Module for use with COMSOL Multiphysics, Single User CPU-locked</li> <li>ii. CFD Module for use with COMSOL Multiphysics, Single User CPU-locked</li> <li>iii. Heat Transfer Module for use with COMSOL Multiphysics, Single User CPU-locked</li> <li>iv. Structural Mechanics Module for use with COMSOL Multiphysics, Single User CPU-locked</li> <li>v. Nonlinear Structural Materials Module for use with COMSOL Multiphysics, Single User CPU-locked</li> <li>vi. Acoustics Module for use with COMSOL Multiphysics, Single User CPU-locked</li> <li>vii. Optimization Module for use with COMSOL Multiphysics, Single User CPU-locked</li> <li>viii. LiveLink™ for Excel for use with COMSOL Multiphysics, Single User CPU-locked</li> <li>ix. LiveLink™ for MATLAB for use with COMSOL Multiphysics, Single User CPU-locked</li> <li>x. Material Library for use with COMSOL Multiphysics, Single User CPU-locked</li> </ul>	1	No
2	<b>COMSOL Multiphysics, Class Kit Licence (CKL) for 30 concurrent students. (only base package)</b>	1	Nos
3	Annual Maintenance Contract for a period of total 2 years for all the modules mentioned in item (1) and (2)	1	Nos
4	Technical Training Courses	1	Nos



SECTION VIII  
**QUALIFICATION CRITERIA**  
(Referred to in Clause 11.2(b) of ITT)

1. (a) The Tenderer if a Manufacturer who must have manufactured, tested and supplied the Equipment/Instrument (s) similar to the type specified in the 'Schedule of Requirements' up to at least 100% where Tender quantity is one No. and 80% where Tendered quantity is more than one No. for the Equipment/Instrument/s, the quantity in any one of the last 3 years. The equipment offered for supply must be of the most recent series models incorporating the latest improvements in design. The models should have been released last two years back and be in satisfactory operation for **18 months** as on date of tender opening.
- (b) Tenders of Tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
  - (i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and
  - (ii) The tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily **100%** of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least **18 months** on the date of tender opening.
2. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in Performa under Section XII.

**DOCUMENTS TO BE KEPT ALONG WITH  
“TECHNO-COMMERCIAL BID” (1<sup>ST</sup> COVER) &  
“PRICE BID” (2<sup>ND</sup> COVER)**

**I. “TECHNO-COMMERCIAL BID” (FIRST COVER):**

#	Name of the Documents
01	Name of the Equipment and Country of Origin & Model quoted
02	PAN Certificate.
03	GST Certificate
04	Notarized copy of Manufacture License for the Equipment
05	Authorized Agency Certificate/s from the Principal Manufacturer in original, If Tenderer is an Authorized Agent/Distributor. (As per the Section XIII)
06	Signed Tender Form (As per the Section-IX-Part I)
07	Self-declaration as per Section IX-Part II
08	Technical specifications information & Brochure of the Equipment in original.
09	Compliance for the Tender specifications and clarifications for deviations.
10	Service Centre/s in Karnataka & Technical Staff available.
11	Quality control Certificate, if the Tenderer is a Manufacturer (As per the Section-XII)

**Note: All the uploaded documents should be either notarized or in an original & same document should be submitted during verification**

**II. “PRICE BID” (SECOND COVER):**

#	Name of the Documents
01	Price of the Equipment/Instrument quoted including all charges (As per the Section-X).

The Price Bid will be opened after the Technical Evaluation and offers received by the tenderers who fulfil the tender conditions as per Committee and only their price bid will be opened.

**SECTION IX-PART I**  
**TENDER OFFER FORM**

**Tender No.: PESU/MECH-PG/KCTU-18/EPROC/2019-20/2**

**Dated: 04/05/2019**

To,  
The Registrar  
PES University,  
100 Feet Ring Road, BSK 3<sup>rd</sup> Stage,  
Bengaluru-560085

Affix the photograph of the person signing the document attested by a Gazetted Officer/Notary
--

Dear Sir:

Having examined the Tender Documents including Addenda Nos. \_\_\_\_\_ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (*Description of Goods and Services*) \_\_\_\_\_ in conformity with the said tender documents for the sum of \_\_\_\_\_ (Total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices mentioned in price Schedule is made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% ten percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

<b>Date:</b> <b>Place:</b> <b>Phone No:</b> <b>Fax No:</b>	<b>Signature:</b> <b>Name in Capital</b> <b>Capacity *:</b> <b>Seal of the firm:</b>	
<b>Name and Address &amp; Phone No. of the person signing the tender form:</b>	<b>Official:</b> <b>Ph:</b>	<b>Residential:</b> <b>Ph:</b>

**SECTION IX-PART II**

**TENDER DECLARATION FORM**

TENDER NOTIFICATION NO: **PESU/MECH-PG/KCTU-18/EPROC/2019-20/2** dated: **04/05/2019**

**TENDER FOR SUPPLY OF COMSOL MULTIPHYSICS SOFTWARE**

**FORMAT OF UNDERTAKING TO BE FURNISHED BY THE TENDERER FOR HAVING  
ACCEPTED THE TERMS & CONDITIONS OF THE TENDER DOCUMENT.**

To  
**The Registrar**  
**PES University**  
**Bengaluru-560085.**

Sir,

In accordance with the terms and conditions of tender document for supply of **COMSOL MULTIPHYSICS SOFTWARE**, I / We have gone through all the terms & conditions and hereby agree to accept and undertake to abide the same.

Further stating that firm is not Black Listed with any Government/Quasi Government Organizations & the documents submitted in the Tender are not false/erroneous, we will not supply the refurbished equipment's.

Date	Signature
Place	[] Name in capital Seal of the Firm/Company.

**SECTION – X**

**Tender Notification No.: PESU/MECH-PG/KCTU-18/EPROC/2019-20/2**

**Dated: 04/05/2019**

**PRICE FORMAT**

**BIDDER HAS TO QUOTE IN E-PROCUREMENT PORTAL ONLY OR ELSE LIABLE FOR REJECTION**

Price for each unit in INR										
1	2	3	4	5	6	7	8	9	10	11
Item No.	Item description & specifications	Quantity and unit	Ex-factory Ex-warehouse/ Ex-showroom off the shelf	Excise duty if any	Packing & forwarding	Inland transportation Insurance and other local cost incidental to delivery	Other incidental charges	Sales and other taxes payable if contract is awarded	Unit price (a+b+c+d+e+f)	Total Price per schedule for delivery at final destinations (3x10)
			(a)	(b)	(c)	(d)	(e)	(f)		
TOTAL PRICE : INR _____ (In words: _____)										

Note: In case of discrepancy between unit price and total price the unit price shall prevail. And in case of words and figures, the lowest shall be considered.

1. The bidder shall give list of spares for two years operation separately indicating description. Quantity, Unit Price and total price in the above format for those items whose scope of Supplies include spare parts as per technical Specifications. (Given in Section – VI)
2. **The quoted unit price must include Instrument cost, installation and commissioning at above mentioned address.**

\_\_\_\_\_  
\_\_\_\_\_  
Signature of Tenderer with Seal

**SECTION XI**

**Tender Notification No: PESU/MECH-PG/KCTU-18/EPROC/2019-20/2**

**Dated: 04/05/2019**

**CONTRACT FORM**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between \_\_\_\_\_ (*Name of Purchaser*) of \_\_\_\_\_ (*Country of Purchaser*) (Hereinafter called "the Purchaser") of the one part and *Name of Manufacturer's* of \_\_\_\_\_ (*City and Country of Manufacturer's*) (Hereinafter called "the Manufacturer's") of the other part :

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz., (*Brief Description of Goods and Services*) and has accepted a tender by the Manufacturer's for the supply of those goods and services in the sum of .....(*Contract Price in Words and Figures*) (Hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Manufacturer's as hereinafter mentioned, the Manufacturer's hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Manufacturer's in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Manufacturer's are as under:

<b>SL NO</b>	<b>BRIEF DESCRIPTION OF GOODS &amp; SERVICES</b>	<b>QUANTITY TO BE SUPPLIED</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>DELIVERY TERMS</b>

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**Tender No: PESU/MECH-PG/KCTU-18/EPROC/2019-20/2**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their **respective** laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the Purchaser)  
in the presence of:.....

Signed, Sealed and Delivered by the  
said.....(For the Manufacturer's)  
in the presence of:.....

**SECTION XII**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL  
EMPLOYED BY THE MANUFACTURER**

**Tender Notification Tender No: PESU/MECH-PG/KCTU-18/EPROC/2019-20/2**

**Dated: 04.05.2019**

IFT No. \_\_\_\_\_  
\_\_\_\_\_

Date of Opening

NAME OF THE TENDERER:  
\_\_\_\_\_

(Note: All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2. (a) Telephone & Fax No Office/Factory/Works  
(b) Telex No. Office/Factory/Works  
(c) Telegraphic address:
3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw Civil engineering materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
  - 8.1 Normal
  - 8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:
  - 10.1 Details of technical supervisory staff in charge of production & quality control.
  - 10.2 Skilled labour employed.
  - 10.3 Unskilled labour employed.
  - 10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Is the Manufacturer registered with the Principal are General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....  
Signature and seal of the Manufacturer



**SECTION-XIII**

**USER CERTIFICATE FORMAT**

**Tender Notification No.: PESU/MECH-PG/KCTU-18/EPROC/2019-20/2**

**Dated: 04.05.2019**

01	Name of the Equipment	
02	Supply Order No & Date	
03	Supplied by	
04	Model	
05	Quantity	
06	Date of Installation	
07	Comment about performance of the Equipment.	
08	Whether major break down occurred or not.	
09	Any remarks about equipment/Manufacturer's	

Date: -

End users Signature with Seal.