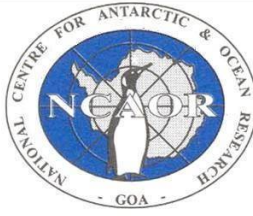


राष्ट्रीय अंटार्कटिक एवं
समुद्री अनुसंधान केन्द्र
पृथ्वी विज्ञान मंत्रालय
भारत सरकार)
हेड लैंड सडा, वास्को डा गामा
गोवा- ४०३ ८०४ भारत



**NATIONAL CENTRE FOR
ANTARCTIC & OCEAN RESEARCH**

Ministry of Earth Sciences
Government of India)
Headland Sada, Vasco da Gama
Goa - 403 804 - INDIA

Telefax NO.: +91 832 2525573
Email:warlu62@ncaor.gov.in

PROCUREMENT SECTION

INDIGENOUS ENQUIRY

M/s.

Ref. No.:

KOYNA-057

Date:

06.07.2016

Due Date:

21.07.2016

Dear Sir,

You are requested to send your offer for the following items as per the terms and conditions mentioned below, Annexure I & II.

SL. NO.	DESCRIPTION	Quantity
1.	<p>“ABAQUS” 3D Finite Element software for modelling of poroelastic mechanism and lithospheric stress with the following specifications</p> <p>(i) Capability to solve problems related to (i) fully coupled poro-elastic mechanism, (ii) drained and undrained responses, (iii) elastic stress/loading effect on subsurface, (iv) co-seismic change in rock permeability, (v) lithospheric stress variation, (vi) earthquake rupture dynamics, (vii) rock failure and role of friction in fault movement, (viii) stress concentration around borehole, (ix) 3D geo-mechanical modelling of subsurface.</p> <p>(ii) Efficient simulations at various scales. Comprehensive element library for 2D and 3D with cohesive and infinite elements of different shape and size.</p> <p>(iii) Scope for user subroutines.</p> <p>(iv) Capable of user controlled mesh generation and parameter definitions.</p> <p>(v) Installation, training and technical and software support for one year at BGRL, Karad.</p> <p>(vi) Yearly post-warranty annual maintenance charges for a period of five years (to be quoted separately).</p>	01

Your offer should contain the following information:

1. Please submit quote for academic license
2. Validity Period:
3. Quantity/Trade discounts, if any. :
4. Delivery to be delivered/Installed at Karad, Maharashtra Office.
5. Terms of Price:
6. Mode of Despatch:
7. Software Upgrades:
8. Guarantee/Warranty:
9. Installation:
10. Training: BGRL, Karad, Maharashtra Office.
11. Taxes/VAT applicable with Full Rate/Percentage ('C' / 'D' form not available).
12. Indicate if Excise Duty included or extra and Rate/Not Applicable.
13. Enclose brochure/leaflet, Specifications/Sample.
14. Please enclose authorization letter from your principals.
15. Please specify infrastructure facilities required for installation and commissioning of software.

Also confirm that "the rates quoted by you are reasonable and lowest charged and are not exceeding the lowest rates charged to any other clients".

Yours faithfully,

**Executive (Procurement)
For and on behalf of Director, NCAOR**

TECHNICAL COMPLIANCE STATEMENT FOR SUPPLY OF ABAQUS" 3D Finite Element software for modelling of poroelastic mechanism and lithospheric stress

Sr. No.	Description	COMPLIED/ NOT COMPLIED	EXTRA FEATURES
	TECHNICAL COMPLIANCE FOR "SUPPLY OF ABAQUS" 3D Finite Element software for modelling of poroelastic mechanism and lithospheric stress"		
1	Capability to solve problems related to:		
	(i) fully coupled poro-elastic mechanism,		
	(ii) drained and undrained responses,		
	(iii) elastic stress/loading effect on subsurface,		
	(iv) co-seismic change in rock permeability,		
	(v) lithospheric stress variation,		
	(vi) earthquake rupture dynamics,		
	(vii) rock failure and role of friction in fault movement,		
	(viii) stress concentration around borehole,		
	(ix) 3D geo-mechanical modelling of subsurface.		
2	Efficient simulations at various scales. Comprehensive element library for 2D and 3D with cohesive and infinite elements of different shape and size.		
3	Scope for user subroutines.		
4	Capable of user controlled mesh generation and parameter definitions.		
5	Installation, training and technical and software support for one year at BGRL, Karad.		
6	Yearly post-warranty annual maintenance charges for a period of five years (to be quoted separately).		

PURCHASE ENQUIRY – GENERAL TERMS AND CONDITIONS

1. This quotation and any order resulting from this Enquiry shall be governed by Terms and Conditions mentioned in this enquiry.
2. Where counter terms and conditions of business have been offered by this supplier, we shall not be deemed to be governed by these unless our specific written/ acceptance there of has been given.
3. No conditions and terms notice of which has not been given by the Supplier while submitting quotation will be considered by us if put forward in subsequent correspondence.
4. **Quotation:** Quotation should be submitted in a sealed envelope super scribed with Enquiry Number and Due Date and the same must reach our office on or before the Due Date. Quotations should preferably be typed and without any corrections and over writings.
5. **Specifications:** Materials should be offered strictly conforming to our specification. The deviation in specification if any should be clearly indicated by the supplier in his quotation. The supplier should also indicate make/type No. of the materials offered. Vague terms such as Best Indian, Best Indigenous. Imported Make should not be used.
6. The rate quoted against each should be in units stated in the Enquiry. Where quotations are in terms of units other than those specified, relationship between the two sets of units must be furnished.
7. **Samples:** Samples where asked for shall be submitted, free of all charges and should reach us before the Due Date of the Enquiry. Sample must be carefully packed and labeled clearly with enquiry No. & due date. We shall not be responsible in any way for the loss or damage of samples due to any reasons whatsoever. In the event of the non-acceptance of offer, supplier will have to remove the samples at his own expenses.
8. **Terms of prices:** Quotation should be submitted on F.O.R. Karad, Maharashtra or F.O.R. Destination price including transit Insurance. Preference will be given to such quotations. For quotations Ex-Works, Ex-godown/F.O.R. Dispatching Station, the approximate packing, forwarding & freight should be indicated by the supplier. Quotations from Local Suppliers should be delivered at our stores.
9. **Validity:** The quotation should remain valid for a minimum period of 90 days from the Due Date of the Enquiry.
10. **Sales Tax: NCAOR is not entitled to issued Form C or D.** No Sales Tax or any other tax shall be payable by us unless payment of the same is specifically mentioned by the suppliers in their quotation and same is legally leviable.
11. **NCAOR is exempted from payment of Excise duty / Custom duty as per Government notification hence the rate should be split into Basic Cost and Excise Duty, if any.**
12. **Duties / Taxes:** Approximate percentage to be charged should be clearly mentioned in the quotation.
13. **Insurance:** The supplier will be responsible for and should cover the insurance for all transit risks if the terms of prices are F.O.R. Karad, Maharashtra or F.O.R. Destination unless otherwise stated specifically by the supplier in his quotation.
14. **Delivery:** Preference will be given to Ex-Stock offers Suppliers submitting quotation on forward delivery basis must indicate earliest firm delivery date by which the materials will be dispatched by them from the date of receipt of order. Offer such as "Ex-stock Subject to prior Sale" or "Delivery at the earliest" may not be entertained.
15. **Inspection:** Material on its arrival at our site will be inspected by our Inspection Department and their decision in the matter will be considered final and binding on the Supplier.
16. **Payment:** Payment for accepted quantity will be made as agreed to while placing order. Discount, Rebate, if any, for early Payment should be clearly stated.
17. Director NCAOR reserves the right to reject any or all the offers received or to accept any offer wholly or in a part of order of a lesser quantity without assigning any reason. The tenders shall be bounded to execute such an order.
18. In case the supplier does not deliver the goods according to the delivery schedule, he will be liable to pay 0.5% of the value of the goods not delivered according to schedule, as liquidated damages for delay of week or party thereof subject to maximum 5% of the value of goods not delivered, without prejudice to the right of NCAOR
19. In case an order placed by the NCAOR based on the quotation submitted by the supplier is not executed by him, the NCAOR may buy the ordered goods from elsewhere and recover, the additional amount if may have to spend in procuring the stores plus 10% to cover the incidental expenses.
20. All disputes arising in connection with executing the purchase order will be subject to the Jurisdiction of the Courts in Goa only.

**Executive Procurement
For and on behalf of Director, NCAOR**

TERMS AND CONDITIONS FOR SUBMISSION OF QUOTATION

- 1) The National Centre for Antarctic and Ocean Research (NCAOR) invites sealed quotations for the Supply, Installation & Training of **“ABAQUS” 3D Finite Element Software for Modelling of Poroelastic Mechanism and Lithospheric Stress**” as per the specifications at Karad, Maharashtra.
- 2) The quotation should be submitted in sealed covers, super scribing, tender no. due date sealed and addressed to the Director, National Centre for Antarctic and Ocean Research, Headland-Sada, Vasco-da-Gama, Goa-403 804.
- 3) Overwriting and corrections should be attested properly. The bid should be complete in all respects and should be duly signed. **Incomplete and unsigned bids will not be considered at all.**
- 4) All relevant technical literature pertain to items quoted with full specifications (Drawing, if any), information about the products quoted, including brochures if any should accompany the quotation.
- 5) A list of **reputed clients** to whom the firm has supplied similar items to be furnished along-with the quotation.
- 6) Quotation should be **valid for a period of 90 days** from the date of tender opening and the period of delivery required should also be clearly indicated. If the supplier fails to deliver the goods within the time to be agreed upon, for delayed deliveries and for delays in installation (wherever applicable) NCAOR reserves the right to **levy liquidated damages** at the rate of 0.5% per week or part their of up to maximum of 5%.
- 7) Please specify the country of origin and currency in which rates are quoted.
- 8) The **warranty period** and the kind of **post-warranty** support should be indicated. Warranty shall commence from the date of installation and acceptance of the complete software supplied under the Purchase Order / Contract.
- 9) The Purchaser requires that the bidders suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution:

“fradulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of contract;

“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, noncompetitive levels; and

“coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract;

The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; The Decision of Director, NCAOR shall be final and binding.

10) Bidders that doesn't manufacture the goods it offers to supply shall submit Manufacturer's Authorization form on the letterhead of the Manufacturer duly signed and stamped by a person with the proper authority to sign documents that are binding on the Manufacturer as per the following format should be submitted failing which the quotation will not be considered.

To
The Director
NCAOR
GOA

Sub: Manufacturers' Authorization form against Tender No:_____

We_____ (Name of the Manufacturer) who are official manufacturers of _____ (Type of goods manufactured) having factories at _____ (full address of Manufacturer's factories) do hereby authorize _____ (Name of the Bidder) to submit a bid against your Tender No. _____ for the _____ Goods manufactured by us and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm

Manufacturer's Name:

Signature of Authorized

representative of the Manufacturer:

Duly authorized to sign this Authorization on behalf of : _____(Name of the Bidder)

Date:

In case the bidder not doing business within India, shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc., during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc., during the warranty and post- warranty period.

11) The order acknowledgement should be from the principals and if the Indian Agent is empowered to quote, and to furnish order acknowledgement, a copy of agreement entered by you with the Indian Agent to be furnished.

12) Compliance Statement: point-by-point comparison/compliance statement with **technical specification** indicated in the tender, should be enclosed along with your tender as well as any other extra features of the equipment be shown separately therein and also **compliance statement for all commercial terms** of the tender document.

13) NCAOR is not entitled to issue form "**C/D**". No sales Tax or any other Tax shall be payable by us unless payment of the same is specifically mentioned by the suppliers in their bids and same is legally leviable.

14) NCAOR is exempted from the payment of **Excise Duty / Custom Duty** as per Govt. notification. Hence, the rate should be split into basic cost and Excise Duty if any.

15) In case of imported stores both **FOB and CIF prices upto Indian port of entry** namely Mumbai should be indicated. However tender should contain item-wise prices including total ex-works price and cost of packing forwarding, approx, and cost of air-freight charges for delivery upto Mumbai, India.

16) The **quotation should contain** with all details and specifications of the software offered, delivery schedule, warranty, payment term, installation, training, post-warranty, user-list, service support and the price(s) of the item(s) quoted.

17) A Committee constituted by the Director, NCAOR for the purpose reserves the right to open the quotations.

18) The firm to the full satisfaction of the NCAOR should carry out the **installation** at the **Karad, Maharashtra** and the time-frame for the whole process should be specified in the quotation.

19) The supplier has to install the software and demonstrate the same at Karad. Training/Installation charges should be clearly indicated including the scope of training.

20) A technical Committee constituted by the Director will assess the product supplied/installed for their quality and their conformity to the specifications provided by the firm in their quotations. Any item(s) identified by the Committee to be not as per the specifications or are found to be of inferior quality will be rejected, and the bills towards the supply will not be processed for payment till proper replacements are provided.

21) No advance payment will be made. Payment for indigenous stores shall be made within 30 days from the date of receipt, acceptance and satisfactory installation of equipment and incase of imported stores by **irrevocable letter of credit**. The payment will be authorized after submission of a Bank Guarantee for 10% value of the order towards warranty guarantee. The **performance Bank Guarantee** should be furnished within 15 days from the date of placement of order from a reputed bank (scheduled bank in India **or** foreign bank operating in India) valid till 60 days after the warranty period.

22) Suppliers should clearly define the mechanisms of **post-warranty** maintenance or support. Supplier should undertake to support the product for a minimum period of 7 years (post-warranty). Post Warranty, AMC charges for a period of 5 years (annual bases) may also be quoted separately.

23) Two sets of operational, service/troubleshooting manuals and diagrams to be supplied with **"Supply of ABAQUS" 3D Finite Element software for modelling of poroelastic mechanism and lithospheric stress."**

24) The submission of tender shall be deemed to be an admission on the part of the tenderer, had fully acquainted with the specifications, drawings etc. and no claim other than what stated in the tender shall be paid in the event of award of Purchase Order.

25) Expenditure involved towards any extra materials required for labour involved for successful installation of the software, if not quoted for, would have to be borne by the tenderer.

26) Training/installation charges should be clearly indicated including the scope of training.

27) Tender should clearly define the **infrastructure facilities required** for installation of the software.

28) NCAOR will not be liable for any obligation until such time NCAOR has communicated to the successful bidder of its decision to release the purchase order.

29) Bidders shall note that NCAOR will not entertain any correspondence or queries on the status of the offers received against this enquiry.

30) Tenders from Manufacturers/Suppliers/Tenderers whose performance was not satisfactory in respect of quality of supplies and delivery schedules in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.

31) Please enclose documentary proof such as latest purchase order copies etc., to substantiate the reasonability of price.

32) The Director, NCAOR does not bind to accept the lowest quotation and reserves the right to himself, to reject or partly accept any or all the quotations received without assigning any reason

33) All disputes arising in connection with executing the purchase order will be subject to the Jurisdiction of the Courts in Goa only.

Executive Procurement

For and on behalf of Director, NCAOR

TENDER ACCEPTANCE UNDERTAKING

To

The Director,

NCAOR, Headland Sada,
Vasco – Goa.

Having examined the tender document for **SUPPLY OF ABAQUS" 3D FINITE ELEMENT SOFTWARE FOR MODELLING OF POROELASTIC MECHANISM AND LITHOSPHERIC STRESS** we the undersigned hereby offer to supply the equipment in conformity with all specifications and conditions set out in the tender document.

We enclosed all the relevant documents as per the tender.

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

Date :

(Signature of Bidder)

Name :

Designation :

Seal