



# HARISH-CHANDRA RESEARCH INSTITUTE

(Department of Atomic Energy, Government of India)  
Chhatnag Road, Jhunsi, Prayagraj (Allahabad)-211 019  
Phone: 0532-2274382  
Fax: 0532-2569576, 2567444

## PROPRIETARY ARTICLE CERTIFICATE (PAC)

### NOTICE INVITING TENDER

#### FOR

### SUPPLY OF MATLAB R2018B 10 USERS PERPETUAL-CONCURRENT LICENSE OR LATEST VERSION WITH TWO YEARS ADDITIONAL WARRANTY

#### SINGLE BID SYSTEM

Ref NIT No HRI/28/2495

Date: 24 Jan 2020

Sealed Tenders are invited on behalf of the Director, Harish-Chandra Research Institute, Prayagraj (Allahabad) from the authorised sale agent/dealer/reseller for Supply of Matlab R2018b 10 users Perpetual-Concurrent license or latest version with Two Years Additional Warranty at Harish-Chandra Research Institute, Prayagraj (Allahabad). The tender document consists of the following two parts:-

Part-1(A to B)	"TERMS & CONDITIONS" & "TECHNICAL BID" of the tender
Part-2	"FINANCIAL BID" of the tender

The main information is as follows:-

TITLE	Supply of Matlab R2018b 10 users Perpetual-Concurrent license or latest version with Two Years Additional Warranty.
BID REFERENCE No	HRI/28/2495 dated 24 Jan 2020
LAST DATE AND TIME FOR SUBMISSION OF BIDS	14 Feb 2020 UPTO 15:00HRS
DATE AND TIME OF OPENING OF BIDS	14 Feb 2020 At 15:15HRS
PLACE OF OPENING OF BIDS	Harish-Chandra Research Institute Chhatnag Road, Jhunsi, Prayagraj (Allahabad) - 211019
ADDRESS FOR COMMUNICATION	Stores & Purchase Officer Harish-Chandra Research Institute, Chhatnag Road, Jhunsi, Prayagraj (Allahabad)-211019 For any communication regarding this tender, kindly mention Bid Reference No (HRI/28/2495 dated 24 Jan 2020) on the main envelop of the correspondence

It will be the responsibility of the bidders to check website <http://www.hri.res.in> for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bid accordingly.

Please superscribe the Title **(Supply of Matlab R2018b 10 users Perpetual-Concurrent license or latest version with Two Years Additional Warranty)**, NIT number (HRI/28/2495 dated 24 Jan 2020) and date of opening of the Bids (14 Feb 2020) on the sealed cover to avoid the Bid being declared invalid. **The Tender, complete in all respects should be submitted up to 15:00HRS on 14 Feb 2020 which shall be opened on the same day at 15:15HRS in presence of parties present at the time of opening of Tender.**

The sealed envelope containing “Terms & Conditions” and “Financial Bid” on prescribed tender document should reach the Registrar, Harish-Chandra Research Institute, Jhansi, Prayagraj (Allahabad) on or before 14 Feb 2020 upto 15:00HRS otherwise the tender will not be accepted. The bidders may depute their representative, duly authorized in writing, to attend the opening of bids on the due date and time. Rate and important commercial / technical clauses quoted by the all the Bidders will read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

.....sd.....  
(Ravindra Singh)  
Registrar



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## PART – 1(A)

### TERMS & CONDITIONS

#### SUPPLY OF MATLAB R2018B 10 USERS PERPETUAL-CONCURRENT LICENSE OR LATEST VERSION WITH TWO YEARS ADDITIONAL WARRANTY

1. **Last date and time for depositing the Bids:-** 15:00HRS 14 Feb 2020

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:-** Sealed Bids should be either dropped in the Tender Box marked as **Registrar Harish Chandra Research Institute** or sent by registered post at the address given below so as to reach by the due date and time. Late / Delayed tenders will not be considered. Printed conditions of the vendor submitted with the tender will not be binding on Harish Chandra Research Institute. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. Please superscribe the above mentioned Title, NIT number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

Address: Registrar,  
Harish Chandra Research Institute  
Deptt of Atomic Energy, Government of India  
Chhatnag Road, Jhunsi,  
Prayagraj (Allahabad)-211019

3. **Time and date for opening of Bids:-** 15:00HRS 14 Feb 2020

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer). The tender opening date may be extended in case adequate no of bids are not received to have fair competition and equal level playing field to all the bidders.

4. **Location of the Tender Box:-** Harish Chandra Research Institute Room No 106, Chhatnag Road Jhunsi, Prayagraj (Allahabad) (UP) Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:-** Conference Hall or any other place of Harish Chandra Research Institute. Place will be intimated by the Reception staff of the institute. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Single Bid System:-** Technical and Financial Bid (both) would be opened on 14 Feb 2020 at 15:15HRS.

7. **Forwarding of Bids:-** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST No, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the NIT:-** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 10 (Ten) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Clarification of doubts:-** For further information/clarification in this respect, please contact Stores & Purchase Officer, HRI during working hours (Email: [yashpal@hri.res.in](mailto:yashpal@hri.res.in) Telephone No 0532-2274382). It will be the responsibility of the bidders to check website <http://www.hri.res.in> for any amendment through corrigendum in the NIT (Limited). In case of any amendment, bidders will have to incorporate the amendments in their bid accordingly.
10. **Modification and Withdrawal of Bids:-** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.
11. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of Bid. Conditional tenders will be rejected.
13. **Validity of Bids:** The Bids should remain valid till 90 days from the last date of submission of the Bids. However the Institute may in consent with the bidders increase the validity of bids.
14. **Delivery Period:-**
- 8.1 Delivery & installation period of items would be 30 days from the issuance of Purchase Order. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
- 8.2 Since the project will conclude on 31/3/2020, delivery of all the items mentioned in the contract/purchase order for Supply of Matlab R2018b 10 users Perpetual-Concurrent license or latest version with Two Years Additional Warranty, should be supplied at HRI premises on or before 20/03/2020, failing which the purchase order shall be treated as cancelled and no items will be received after 20/03/2020 and no charges will be paid against this purchase order. HRI will not be responsible for any financial loss to the supplier due to the cancellation of the purchase order due to non-supply of the complete items on or before 20/03/2020. Installation/updating of Matlab Software should be completed by 31/03/2020.
- 8.3 Non –delivery of Supply of Matlab R2018b 10 users Perpetual-Concurrent license or latest version with Two Years Additional Warranty by March 20th, 2020 at HRI Campus Jhansi Prayagraj will automatically lead to instant termination of issued Purchase order. This Termination of

Purchase Order will be without prejudice to remedies the Supplier may be entitled to under the Agreement or at Law. It will not affect any accrued rights or liabilities of either party or any provision which is expressly or by implication intended to come into force on, or continue in force after termination.

15. **TERMS OF DELIVERY**  
Local Delivery at Site

**DATE OF DELIVERY**

The date on which the delivery is made at the consignee's site mentioned in the Purchase Order.

16. **Consignee details** -

Harish Chandra Research Institute  
(Stores & Purchase Department)  
Department of Atomic Energy  
Chhatnag Road, Jhunsi  
Prayagraj (Allahabad)-211019 (UP)

17. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration subject to Allahabad jurisdiction and Institute regulations.

18. **Penalty for use of Undue influence:-** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

19. **Liquidated Damages:** In the event of the Seller's failure to supply the stores/goods as mentioned in the Purchase Order the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **0.5%** of the Purchase Order price of the delayed/undelivered stores for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **5%** of the value of delayed stores.

20. **Fall clause:** The following fall clause will form part of the contract placed on successful Bidder: -

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all Purchase Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to this Institute and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

21. **Risk & Expense clause: –**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall be maximum 20% of the value of the contract.”

22. **Quality:** - (a) All the items to be supplied should be new, of good quality and standard and as per the technical specifications / make & model mentioned in tender document. No deviation in the make/specification will be allowed.

(b) **HARISH-CHANDRA RESEARCH INSTITUTE** reserves the right to reject any items supplied against the purchase order, if found not satisfactory at the time of supply. The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the supplier. No payment will be made for the rejected item(s).

23. **Price variation:-**

(a) No increase in rates will be allowed during the Contract Period due to any reason, after opening the bids.

(b) In case, excise duty and/or trade tax/sales tax are reduced or increased subsequently by the Government at the time of placement of the purchase order or delivery, then the same will be adjusted by either party on production of requisite proof.

24. **Taxes and Duties: -**

(a) The prices quoted should be inclusive of all taxes, packing, forwarding and freight up to HRI Campus. Harish-Chandra Research Institute will not provide any facility to send the material from Prayagraj City to Harish-Chandra Research Institute Campus. **If quotes received with hidden cost, quotes will be rejected. The total amount should be clearly mentioned.**

(b) ***We are a public funded Research Institute under the Administrative control of Department of Atomic Energy Govt. of India. In Terms of Gazette Notification No. 45/2017 Central Tax (Rate) issued by Ministry of Finance, Govt. of India dated 14 Nov 2017 (as amended from time to time) the GST applicable on us will be @5% (SGST@2.5%+CGST@2.5%). Bidders are requested to quote their GST rates clearly, despite this, if Bidders quote different GST rates, the selection will be as per the Financial Bid Format.***

25. **Payment Terms:** - Payment for the items to be supplied by the vendor against the purchase order shall be made by HARISH-CHANDRA RESEARCH INSTITUTE as follows:-

(a) 100% after supply and installed as per Purchase Order and physically verified by the competent authority.

(b) Payment shall be released within 20 days on receipt of the original bill completed in all respect.

26. **Evaluation Criteria:** - The Lowest Bid will be decided upon the lowest price quoted by technically qualified L1 firm / bidder. **Purchase Order may be placed to technically suitable qualified L1 firm / bidder on the basis of evaluation done at this institute.**

27. This NIT will be binding to the successful vendor as contract documents. Purchase Order will be issued to successful vendor with applicability of all terms & conditions of this NIT.

28. The Institute reserves the right to reject any or all quotations without assigning any reason therefore.

29. Decision of the Director of the Institute will be final and binding for all concerned.

.....sd.....  
(Ravindra Singh)  
Registrar

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**DECLARATION BY THE VENDOR**

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the NIT document for which I/We have signed and submitted the bid under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions from serial no. 1 to 29. This is also certified that I/We/our principal manufacturing firm have no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:.....

Signature: .....

(Company Seal)

Address: .....

Name: .....

Designation:.....

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**PART – 1(B)**

**BIDDER ARE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION  
AND ATTACH PROOF OF THE SAME FOR ASSESSMENT OF THEIR CREDENTIALS**

1.	Name of the Company	
2.	Full address of company alongwith  Telephone no. Fax no. E-mail address :	
3.	Local address of company for communication, if any	
4.	Are you a manufacturer or dealer / reseller ( please attach relevant document)	
5.(a)	Goods and Service Tax (GST) Registration No. (Certificate to be enclosed)	
5.(b)	PAN No	



**PART – 2**  
**FINANCIAL BID**

**SUPPLY OF MATLAB R2018B 10 USERS PERPETUAL-CONCURRENT LICENSE OR  
LATEST VERSION WITH TWO YEARS ADDITIONAL WARRANTY**

**AT**  
**HARISH-CHANDRA RESEARCH INSTITUTE,**  
**JHUNSI, PRAYAGRAJ (ALLAHABAD)**

**FINANCIAL BID FORMAT**

**(Bidders are requested to offer their price bid in the following format only)**

SI No	Description	DOQ	Qty	Unit Price (in Rs)	Total Cost (in Rs)
1	2	3	4	5	Column 4 X Column 5 = Column 6
(a)	<b>Supply of Matlab R2018b 10 users Perpetual-Concurrent License or latest version with Two Years Additional Warranty</b>	Package	01		
(b)	<b>Net Bid Price :</b>				

	Percentage (%)	Included	Excluded	Not applicable
Goods and Service Tax (GST) (Con				
Any other cost if applicable				

Delivery Terms: Door delivery freight paid up to HRI, Allahabad

**Signature and seal of the bidder: .....**