

# सी0एस0आइ0आर0- भारतीय पैट्रोलियम संस्थान

(वैज्ञानिक एवं औद्योगिक अनुसंधान परिशद ) पो. ऑ. आई. आई. पी., मोहकमपुर, देहरादून, भारत दूरभाश Ph.2525945, 2525754, फैक्स 0135-2660072, 26600202-203 ईमेल - spant@iip.res.in, bharat.spo@iip.res.in



## निविदा आमंत्रित सूचना/NOTICE INVITING TENDER Through e-Procurement

निरीक्षण सं0	/ Enguiry No: PU!	R/5/22-23/9530/AN	IC- LiquidN2Plant/	'R/ESD/PO	Dt. 06.10.2022

सेवा	में/	To,
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f	गिज	ਸਵੀਟਸ/Door Sire

### विषय/Sub: Annual Maintenance Contract of Liquid Nitrogen Plant

Director, CSIR-IIP, Dehradun is interested to award Annual Maintenance Contract (AMC) of Shimadzu Gas Chromatograph for a period of one year from the date of issue of award letter. Please send your Online bid/quotation through Central Public Procurement (CPP) Portal (https://www.etenders.gov.in) with complete terms and conditions within the stipulated time period as has been mentioned in the e-tender notice. Only online quotations will be entertained from the registered bidders of CPP Portal. While submitting quotation, please note the terms & conditions mentioned below:

SI No	Description	Qty
1	Annual Maintenance Contract (AMC) of Liquid Nitrogen Plant, Model-Stirlite (Stirling	01
	Cryogenics) –Spec 1- J0681; Spec2- Serial No.1-1859-3	
	Number of Preventive maintenance visit: 02	
	Number of Break Down visit: 01	

#### TERMS & CONDITIONS for Annual Maintenance Contract

1	The Annual Maintenance Contract (AMC) will be valid for one year or for a period mentioned in Award letter from the date of work award order.
2	The schedule of requirement must be followed and required documents must be uploaded by bidder otherwise the bid will not be considered.
3	Your offer shall be valid for Ninety days from the date of opening of the quotation. No revision in price will be allowed after opening the bid(s).
4	Price bid should be given as per format in PDF and BOQ. All statutory taxes like TDS, TDS on GST etc. will be deducted from the quoted price. No claim is be entertained as these taxes are extra. Therefore Prices are required to be quoted clearly mentioning of basic cost, taxes etc. in your quotation.
5	<u>Discount</u> : Institutional discount if any should be mentioned clearly
6	GST/other Govt. Levies will be paid at actual and the prevailing rates of GST and other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid
7	Manual/Offline bids shall not be accepted under any circumstances. No fax/E-mail quote would be accepted.
8	Reasonability of Price: The bidders are requested to furnish the user list of same instruments / equipments with contact details. Further also submit at least 02-03 AMC copies of similar items(s) with other Govt. R & D Institute /Department / University / Organization during the past 1-2 Years OR any last purchases/contracts
9	Fall Clause: The fall clause will be applicable: "In case your firm supplies or quotes a lower rate for the tendered item to other Governments, public sector or private organizations, your firm will have to reimburse the excess payment
10	Conditional bid(s) shall not be considered and will be summarily rejected.

11	The AMC firm shall employ staff above 18 years of age after verifying their antecedents and loyalty. It is your responsibility to comply with the statutory requirements of safety precaution and payment on compensation.
12	CSIR-IIP, Dehradun is not responsible for any disability or casualty caused to workers/ service engineer while performing the services and no claim for any payment on compensation on such ground will be entertained.
13	If any fire/ damage or any type of mishappening occurs while maintenance/servicing of equipment(s) in CSIR-IIP premises, the successful bidder will indemnify all the expenses occurred on this account.
14	If the work is found unsatisfactory or if the firm dishonours the contract, the job will be entrusted to any other firm/party at the risk and expense of the contractor.  Suitable action as deemed fit will be initiated against the successful bidder.
15	You will be responsible for adhering to all the tender conditions.
16	The bill should accompany the Original Service report and the Payment Term is - 50% after completion of first six months subject to satisfactory service certificate given by the concerned user and remaining 50% after completion of contract period subject to satisfactory service certificate given by the concerned user. No other payment terms will be accepted.
17	The Bidder should not have been declared Bankrupt by any statutory body.
18	The Bidder will assume total responsibility for the fault-free operation of equipment, application
	software if any, and maintenance during the service period and provide necessary maintenance services after end of service period, if required.
	DISPUTE SETTLEMENT:  The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.  If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.  The dispute settlement mechanism/arbitration proceedings shall be concluded as under:  a. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re- enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the DIAC shall be final, conclusive and binding on all parties to this order.  (b) In the case of a dispute between the Purchase and a Foreign suppler, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
	Notwithstanding any reference to arbitration herein,  The parties shall continue to perform their respective obligations under the contract unless they otherwise agree.  All disputes will be subject to Dehradun, Uttrakhand . jurisdiction only.

Sd/--Stores & Purchase Officer For and On behalf of CSIR

## **CRITICAL DATE SHEET**

SI. No.	Stage	Date & Time
1.	Publish Date & Time	
<del>2.</del>	Clarification Start Date	
3	Clarification End Date	As per CPP Portal
4.	Pre-bid Conference, if any	
5.	Bid Submission Start Date & time	
6	Bid Submission End Date & Time	
7.	Bid Opening Date & Time	

Sd/--Stores & Purchase Officer For and On behalf of CSIR

# PRICE REASONABILITY CERTIFICATE

(to be submitted on firm's letterhead)

•		maximum possible discount to you in our for (Currency)
quoted the same AMC on	lesser rates than those be	MC price are the minimum and we have not eing offered to CSIR- IIP, Dehradun to any y of offer or execution of purchase order,
		Seal and Signature of the tenderer

### **Annexure II**

То	Date:	
Sub	b.: Acceptance of Terms & Conditions of Tender	
	nder Reference No Name of Tender:	
1.	I/We have downloaded/obtained the tender document(s) for the above mentione tender from the website (s) namely:	ed_
2.	<b>5</b>	all act
3.	The corrigendum(s) issued from time to time by your department/organisati too has also been taken into consideration, while submitting this acceptance lett	
4.	I/We hereby unconditionally accept the tender conditions of above mention tender document(s)/corrigendum(s) in its totality/entirety.	ıed
5.	I/We do hereby declare that our firm has not been blacklisted/debarred by a Govt. department/Public Sector Undertaking.	ıny
6.	I/We certify that all information furnished by our firm is true & correct and in t event that the information is found to be incorrect/untrue or found violated, th your department/organisation shall without giving any notice or reason therefor summarily reject the bid or terminate the contract, without prejudice to a other rights or remedy including the forfeiture of the full said earnest mon deposited, absolutely	nen ore iny
	Yours faithful	lly,
	(Signature of the Bidder with official se	al)