



सी0एस0आइ0आर0- भारतीय पेट्रोलियम संस्थान  
(वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद )  
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ISO-9001-2015 Regd. Institute

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

निरीक्षण सं० / Enquiry No: PUR/5/23-24/229/AMC-AnalyserTraceGC/RB/LSPD/PO

Dt. 19.07.2023

सेवा में/ To,

प्रिय महोदय/Dear Sirs,

### **विषय/Sub: Annual Maintenance Contract of Basic Plan for Trace GC-Analyser**

Director, CSIR-IIP, Dehradun is interested to award Annual Maintenance Contract (AMC) of Basic Plan for Trace GC-Analyser 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:

Sl No	Description	Qty
1	<b>Comprehensive Annual Maintenance Contract (AMC) of Basic Plan for Trace GC-Analyser Trace GC 1110 Model No.and Sl.No.:1666/1218 ; HSN/SAC Code:998719</b>	01
2	<b>Comprehensive Annual Maintenance Contract (AMC) of Basic Plan for Trace GC-Analyser Trace GC 1110 Model No. and Sl. No. :1420/0916; HSN/SAC Code:998719</b>	01
Number of Proactive Maintenance visit without kit : 01 scheduled PM visit for each instrument Number of Break Down call: 03 for each instrument		

### **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	<b>Discount:</b> 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	<b>Reasonability of Price :</b> 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	<b>Fall Clause</b> : 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.
19	The bidders who have been suspended/ blacklisted/banned by Central Government Institution, State Government Institution, PSU etc shall be ineligible for participation in the bidding process.
20	A guaranteed price list of all spares and consumable that may be required during the contract period should also be provided along with the bid.
21	The bidder must certify that the prices quoted by firm in its bid are not higher than the prevailing rates charged by him for others for similar services. The contractor is also to give a certificate to this effect in his bill while claiming payment
22	The liquidity damage shall be imposed @0.5% per week in case of unacceptable delay in responses and degradation of performance output of machine under contract
23	The purchaser reserve its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to him as per the contract terms.
	<p><b>DISPUTE SETTLEMENT:</b> 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.</p> <p>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.</p> <p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>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 &amp; 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.</p>

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 supplier, 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, Uttarakhand . jurisdiction only.

**Sd/--**

**Store & Purchase Officer  
For and On behalf of CSIR**

**CRITICAL DATE SHEET**

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

**Sd/--**

**Store & Purchase Officer  
For and On behalf of CSIR**

**PRICE REASONABILITY CERTIFICATE**

(to be submitted on firm's letterhead)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. \_\_\_\_\_ dated \_\_\_\_\_ for (Currency) \_\_\_\_\_.

We would like to certify that the quoted AMC price are the minimum and we have not quoted the same AMC on lesser rates than those being offered to CSIR- IIP, Dehradun to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer

**Annexure II**

To

Date :

\_\_\_\_\_  
\_\_\_\_\_

**Sub.: Acceptance of Terms & Conditions of Tender**

Tender Reference No. \_\_\_\_\_

Name of Tender: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website (s) namely: \_\_\_\_\_
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to page No. \_\_\_\_\_ (including all documents like annexure(s), schedule(s) etc, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public Sector Undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposited, absolutely

Yours faithfully,

(Signature of the Bidder with official seal)