



# सी०एस०आइ०आर०- 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/5/24-25/200562/AMC-TOC Analyzer

Date: 24.06.2024

सेवा में/ To,

M/s.Swan Enviro- Analytical Pvt. Ltd.,  
Chandigarh

प्रिय महोदय/Dear Sirs,

### **विषय/Sub: Annual Maintenance Contract for TOC Analyzer**

Director, CSIR-IIP, Dehradun is interested to award Annual Maintenance Contract (AMC) for TOC Analyzer 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	<b>Annual Maintenance Contract (AMC) for TOC Analyzer</b> <b>Total Organic Carbon Analyser</b> <b>Make: M/s. Shimadzu Corp., Japan; HSN Code: 998729; Model No.:TOC Lcph;</b> <b>Serial No.:H54205000495AE</b> <b>Solid Sample Module (SSM)</b> <b>Total Nitrogen Module (TNM)</b>	01
	Number of Preventive visit :02 PM visit Number of Break Down call: 03 visit	

### **TERMS & CONDITIONS for Annual Maintenance Contract**

1. AMC Period : 1 year from the date of award of AMC/CAMC order and attendance of first preventive maintenance service.
2. Payment term : Quarterly payment after rendering satisfactory services and submission of service reports duly signed by end user and related invoice in our purchase section, completed in all respect. Effort will be made to make payment within 30 days of receipt of related invoice completed in all respect as mentioned above.
3. GST will be extra as applicable. The details of Taxes/GST and other levies legally leviable and intended to be claimed should be clearly indicated in the quotation/invoice. Where this is not done, no claim on these amounts would be admissible later. Vendors are required to charge tax as per applicable rules.
4. TDS: Applicable TDS will be deducted from the invoice. Bidders/contractor have to provide copy of PAN card.
5. LD clause: The contractor should pay penalty @ ½% (half percent) of the total contract/order value for the delay of each week beyond 2 weeks from the date of service/breakdown request from end user (wherever applicable). The penalty can be maximum upto 10% of the contract value.
6. The contractor may provide the order copy of the same or similar AMC/CAMC/Repair contract in any of the CSIR Laboratory/Institute or any Govt. or Govt. funded Institute/Organization in last 3 years.
7. **The contractor must provide a price reasonability certificate that the prices offered under this bid/contract are not higher than for the same/similar services/contracts as has been provided to any of the CSIR Laboratory/Institute or any Govt. or Govt. funded Institute/Organization in last 1 year.**
8. Termination of Contract: If the performance of the Contractor is not found satisfactory during the validity/extended validity of the Contract, CSIR-Indian Institute of Petroleum, Dehradun (hereinafter called the institute) reserves the right to terminate the contract in full by issuing one month's notice to the Contractor without any financial obligation on the part of the institute. In the event of cancellation of the contract for any reason, the payment for the work carried out will be paid on pro-rata basis.

9. Contractor's Responsibility: Contractor should take all precaution and utmost care to avoid breakage, damage, loss etc. while carrying out the work at CSIR IIP premises. If any damage, loss is occurred to CSIR IIP property while doing the work, contractor will be responsible for making compensation to CSIR IIP.
10. Third Party Liability: It will be entire responsibility of the contractor to insure his employees against all risks. It will be the liability of the contractor to meet claims over the lives of any of his worker (working under contract) including himself who insures/dies due to accident caused while on duty at CSIR IIP site or while not on duty but came to meet the employees of contractor/supervisor/any person of contractor.
11. Safety Requirement: There may be instances that the work is to be executed in a restricted area, the contractor shall strictly observe all safety, security and labour regulations prevailing in the campus. The contractor shall be responsible for the proper behaviour of the staff deployed by him and for any breach of security regulations, thefts, sabotage etc. The Contractor shall withdraw any person so desired by institute, if in the opinion of the representative of CSIR IIP it is not desirable to permit that particular person to work inside the campus.
12. Jurisdiction: The contract shall be governed by the Laws of India for the time being in force. The Courts of Dehradun, Uttarakhand only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Contract/Work Order.
13. Arbitration: In the event of any dispute or difference arising out of or in connection with any of the terms and conditions of the Work order/ Contract, the matter shall be referred to the Director, CSIR IIP for settlement. In case the parties to the work order are not in position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed by DG, CSIR, New Delhi in accordance with the Arbitration and Reconciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015 as amended time to time.
14. Force Majeure: During the period of Force Majeure, Maintenance servicing of equipment may be delayed and can be taken after conditions normalize if required. CSIR IIP is not liable to pay for Force Majeure duration if service is not rendered by successful bidder, Payment for force Majeure duration will be subjected to terms and conditions decided by CSIR IIP authorities.
15. Delivery of Spares: In case of CAMC, if Scope of Work includes supply of Spares/Material then Spares/ Material should be delivered as FOR CSIR IIP Dehradun basis. In CAMC (Comprehensive Annual Maintenance Contract), contractor should provide supply and Installation service for spares which is required to keep equipment in working condition without any extra charges. Genuineness of Spares: If Scope of Work includes supply of Spares/Material then Spares should be original OEM make and genuine.
16. In case of AMC where any spares etc is required on chargeable basis, then the bidder must obtain the approval of the CSIR IIP in the first instance.
17. Offer Validity: Offer/ quotation submitted by bidder should be valid up to 90 days from the date of enquiry due date. Please note that above Terms and Conditions are general in nature. If there is any deviation in above conditions or any specific conditions added then conditions mentioned in Enquiry/contract document is to be considered Final.
18. Warranty: If there is any need arises for replacement of spare parts during Maintenance activity of Equipment, then there should be twelve months warrantee for intended performance of replaced spares from the date of acceptance of particular service.
19. Authorization letter: If demanded by the institute, the contractor must submit valid Authorization letter from OEM at the time of submission of offer.
20. Transportation, Loading, Unloading: If equipment/material needs to send to contractor's location during AMC or repair work, To or Fro Transportation, Loading and Unloading of equipment/material will be in the scope of Contractor.
21. The Quotation and any order resulting from this enquiry shall be governed by our Conditions of Contract/Work Order and vendor quoting this enquiry shall be deemed to have read and understood the same. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by CSIR IIP unless our specific written acceptance thereof is obtained.
22. Quotation should be submitted in the prescribed PRICE BID FORMAT as per the respective procurement portal. Enquiry documents should be submitted with duly signed and stamped on each and every page of Enquiry, Scope of Work and General Terms and Conditions along with Price Bid. If there is any deviation in the Terms and Conditions, bidder can attach separate sheet for the same. Late/delayed/incomplete/unsigned quotations will not be considered.
23. This institute is not bound to accept lowest rate/s and reserves the right to place order on one or more parties for parallel contracts
24. Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail. If there is a discrepancy between the unit price and total price, unit price shall prevail.
25. Unsigned quotations will summarily be rejected.
26. No correspondence will be entertained within 30 days from the date of acceptance of material/Services and bills, whichever is later.
27. The Contractor/Supplier/Service Provider shall at all the times indemnify the purchase against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade Mark

- and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.
28. The Director, CSIR IIP reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reason.
  29. Bidder/contractor may refer the CSIR IIP website for other terms and conditions as available at url <https://www.iip.res.in/wp-content/uploads/2023/09/CSIR-IIP-RFQ-General-TC-Copy.pdf> (wherever applicable).
  30. Any bidder having debarment in force as on the date of tender due date, from any of the CSIR Laboratory/Institute or any Govt of India or Govt. funded organization/institutes/organization etc will not be considered and rejected accordingly. The bidder should disclosed about this at the time of bidding.

(Dinesh Kumar)  
Stores & Purchase Officer

**CRITICAL DATE SHEET**

<b>Sl. No.</b>	<b>Stage</b>	<b>Date &amp; Time</b>
1.	Publish Date & Time	As per CPP Portal
<del>2.</del>	Clarification Start Date	
<del>3.</del>	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: \_\_\_\_\_

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)