



# सी एस आई आर-केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान CSIR - CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE

(सी०एस०आई०आर० का एक संघटक संस्थापन, भारत सरकार) (A Constituent Establishment of CSIR, Govt. of India)  
महात्मा गांधी एवेन्यू,  
दुर्गापुर - 713209, भारत

TENDER DOCUMENT

Mahatma Gandhi Avenue  
Durgapur - 713209, India



CSIR-CMERI

No. PUR/477/SET/AP/AMC/2019-20

Dated: 07.01.2020

To

GST No. 19AAATC2716R2ZB

Sub. Non-comprehensive AMC of Field-Emission Scanning Electron Microscope

Dear Sir,

E- Bids for AMC of the items(s) detailed below are invited through the electronic tendering process of Government of India, <https://etenders.gov.in>. Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-CMERI.

Sl. No	Detailed specification of the item	Qty.
1	Non-comprehensive AMC of Field-Emission Scanning Electron Microscope  Sl. No. SIGMA HD 0112, Make: Carl Zeiss India, Bangalore  AMC Required: Comprehensive  No. of Preventive and Break-down calls required: 1. Preventive Maintenance visit: 02 Nos. 2. Break down Maintenance visit: 02 Nos.	01 Job

The e-Bid shall be digitally signed by the bidder at the e-tendering portal by person/persons duly authorized to bind the Bidder to the contract. The person or persons signing the e-bid shall also physically sign each document of the Bid, except for printed literature. The e-Bid submitted shall be in readable form and encrypted as per e-tendering portal requirements. Standard Printed terms and conditions of the Bidder other than the NIT conditions shall not be considered. The following documents shall be submitted by the bidder on the e-portal:

Sl. No.	Document Required	Document type
1	Scanned Quotation with complete service details (scope of Service, Number of Visits, Commercial terms, past experiences etc) duly signed by Bidder.	.pdf
2	Prices quoted in the Price schedule Form	.xls

The e-Bid shall be submitted in a single cover and shall consist of the following Documents:

INTERNET : <http://www.cmeri.res.in>, CMERI Telephone Directory : <http://www.cmeri.res.in/directory>  
Help Desk : +91-343-6510 702, Fax : +91-343-254 8204, Administration : +91-343-6510 301 / 254 4282, Fax : +91-343-254 5491  
Business Development Group : +91-343-6510 327, E-mail : [pme@cmeri.res.in](mailto:pme@cmeri.res.in)  
Stores & Purchase : +91-343-6510 333 / 332, Fax : +91-343-254 6586, E-mail : [pur@cmeri.res.in](mailto:pur@cmeri.res.in)  
Working Days : Monday – Friday, Working Hours : 09:30 - 18:00

The bidders shall digitally sign and encrypt their bid and upload the bid on-line at the e-Tendering portal.

Purchaser shall receive the bids online through CPP E-portal only. The e-Tender portal shall automatically stop accepting bids at the scheduled date and time specified in the said portal. Partially submitted bids shall be treated as invalid and shall not be processed. Bidders are advised to upload and submit their bids timely in view of the electronic process so as to avoid list minute issues.

Purchaser may, at its discretion extend the deadline for submission of the e-Bids by amending the Tender Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

The bidder may correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

## **TERMS AND CONDITIONS**

### **1 PRICES :**

- 1.1 The price quoted shall remain fixed during the contract period and shall not vary on any account. Applicable taxes shall be shown separately.
- 1.2 Prices quoted / charged by the Bidder / Vendor should not exceed the prevailing rates charged by it from others for similar services. The Vendor shall be required to give a certificate to this effect in its bill, at the time of claiming payment.

### **2 PAYMENT**

- 2.1 Payment shall be made on Quarter/Half – yearly basis after completion of job against submission of pre-receipted bills duly supported by a Certificate issued by the user Group, CSIR-CMERI stating that the services have been performed satisfactorily along with service reports.

### **3 PERIOD OF CONTRACT**

- 3.1 The Maintenance Contract shall be valid for a period of one year from the date of issue of work order.

### **3.2 VALIDITY OF BID**

- 3.3 The offer should be valid for at least 90 days from the date of opening of Bids/Quotation.

### **4 SETTLEMENT OF DISPUTES AND ARBITRATION**

- 4.1 CSIR-CMERI and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Work Order / Contract. If, after twenty-one (21) days, the

parties have failed to resolve their dispute or difference by such mutual consultation, then either CSIR-CMERI or the Vendor 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.

- 4.2 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. Any difference/dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC). Delhi High Court, New Delhi.
- 4.3 The venue of the arbitration shall be the place from where the Work Order or contract is issued.

## 5 APPLICABLE LAW

- 5.1 The Contract/ work order shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to a court of competent jurisdiction in Durgapur, West Bengal, India.
- 6.0 Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.
- 7.0 The AMC prices charged by the maintenance contractor/Service Provider should not exceed the prevailing rates charged by it from others for similar services. While claiming payment, the Service Provider is also to give a certificate to this effect in its bill/invoice.
- 8.0 The purchaser reserves 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 it/him as per the contract terms.
- 9.0 The AMC/work order will be awarded to the lowest evaluated responsive bidder.

Yours faithfully,

  
Bodhisattwa Dhar  
Stores & Purchase Officer

बोधिसत्व धर / Bodhisattwa Dhar  
भंडार एवं क्रय अधिकारी / Store & Purchase Officer  
सी.एस.आई.आर. केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान  
C.S.I.R.-Central Mechanical Engineering Research Institute  
दुर्गापुर-७१३२०९ / Durgapur-713209