



सी एस आई आर - केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान
CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
(सी.एस.आई.आर. का एक संघटक संस्थापन, भारत सरकार) (A Constituent Establishment of CSIR, Govt. Of India)
महात्मा गांधी एवेन्यू,
दुर्गापुर - 713209, भारत



Mahatma Gandhi Avenue
Durgapur - 713209, India

CSIR-CMERI

TENDER DOCUMENT

GST No. 19AAATC2716R2ZB

No. PUR/68/MPML/AP/AMC/2022-23

Dated: 01.09.2022

To
M/s. I.R. Technology Services Pvt. Ltd.
Eco Space Business Park, Block No. 4B,
9th Floor, Unit No- ESNT 4B 0903 New Town,
Rajarhat, Kolkata- 700 160, West Bengal
Email: service_cal@irtech.in
Mob No: +91 760508848

Sub.	Non-Comprehensive Annual Maintenance Contract of Regaku Bench Top XRD System (Make: Regaku)
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Dear Sirs,

Director, CSIR-CMERI, Durgapur-701 209, invites E-Bids for Non-Comprehensive Annual Maintenance Contract of Regaku Bench Top XRD System (Make: Regaku) for 01 year described in detail as below.

Kindly, submit your E-Bid / Quotation within 07 days from receipt of tender document confirming to our terms and conditions mentioned hereunder.

Sl.No	Description of Services	Qty
1.	Rigaku Bench Top XRD System Model: MINIFLEX 600, Serial No. BD69080602-01 Note: 02 (Two) Nos. of Preventive/Break down Maintenance visits will be provided by the firm during the AMC period.	01 No.

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 Quarterly/Half yearly basis within 30 days after completion of Preventive Maintenance/Breakdown visit during Quarterly/Half yearly period against submission of pre-receipted invoice duly supported by a Certificate issued by the user Group, CSIR-CMERI stating that the services have been performed satisfactorily along with service reports must be submitted to the Purchase Section at the time of P.M./Breakdown visit at CSIR-CMERI else the same provided letter on will not be accepted for payment.

3 PERIOD OF CONTRACT

- 3.1 The Maintenance Contract shall be valid for a period of one (01) 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 PERFORMANCE SECURITY

The Service Contractor shall furnish a Performance Security for 3% of equipment value (i.e. Rs. 49,70,753/-). In case Performance Security is submitted in shape of BG within 21 days of the receipt of the contract, the BG is required to be issued by any Nationalized/Schedule Bank of India and shall remain valid till 60 days beyond the AMC Period.

5 SETTLEMENT OF DISPUTES AND ARBITRATION

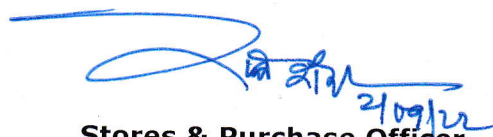
- 5.1 CSIR-CMERI and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Work Order / Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference 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.
- 5.2 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.

- 5.3 The venue of the arbitration shall be the place from where the Work Order or contract is issued.

6 APPLICABLE LAW

- 6.1 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,



Stores & Purchase Officer
E-mail: pur@cmeri.res.in

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No. dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter.

FORM-01

BIDDER INFORMATION FORM

(Refer para 5.1.2 (ix)(a) of the CSIR Manual)

The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

Page 1 of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

BID FORM

(to be submitted on the official Letterhead of the Bidder)

Tender Reference _____

The Director,
CSIR-Central Mechanical Engineering Research Institute
Mahatma Gandhi Avenue, Durgapur – 713 209, West Bengal

Sir,

Having examined the Tender Document, the receipt of which is hereby duly acknowledged. I/We agree to furnish required supplies/services in conformity with the terms and conditions and other requirements detailed in the said Tender Document at the prices given in the Price Bid on receipt of order for the same.

I/We agree to hold this offer open until _____ and to supply, [install and commission the equipment, wherever applicable] and complete the whole of the work and hand over to the Purchaser within the period of _____ weeks, from the date of receipt of intimation from you regarding acceptance of our e-Bid/receipt of your Purchase Order.

I/We agree to submit the Bank Guarantee [wherever applicable] as specified in the form prescribed by your goodself for the due performance of the contract, if our e-Bid is accepted.

I/we understand that you are not bound to accept the lowest or any bid you may receipt

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. In the event of any false declaration in this regard, I understand it would be aground for immediate termination and further legal action in accordance with law.

Signature of Bidder
With office stamp
Name & Address

Telephone No.:

Fax No.:

E-mail ID:

Name & Designation of the Contract Person:

FORM-04

BID-SECURING DECLARATION FORM

(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)

Date: _____

Bid No. _____

To (insert complete name and address of the Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**FORMAT FOR DECLARATION BY THE BIDDER FOR CODE OF INTEGRITY & CONFLICT OF INTEREST
(ON THE LETTER HEAD OF THE BIDDER)**

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal