



केन्द्रीय कांच एवं सिरामिक अनुसंधान संस्थान
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)
CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)
196, RAJA S.C. MULLICK ROAD, KOLKATA-700 032 (INDIA)



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**TENDER DOCUMENT FOR NON-COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF 'Field Emission Scanning Electron Microscope Model: SUPRA 35VP
Sl. No.SUPRA35-24-60.**

To: Carl Zeiss India (Bangalore) Pvt. Ltd. (Regd. Office), Plot No. 3, Jigani Link Road, Bommasandra Industrial Area, Bangalore-560099	All communications would be on www.etenders.gov.in	
	TENDER ENQUIRY NO. P//AMC/438/ND/TT/SQ/19-20	DATED 09/10/2020

CRITICAL DATE SHEET	DATE	TIME
Bid Published Date	09 th October, 2020	6.00 pm
Bid Document Download / Sale Start Date	9 th October, 2020	6.00 pm
Bid Submission Start Date	10 th October, 2020	3.30 pm
Bid Submission End date	17 th October, 2020	3.00 pm
Bid opening date	19 th October, 2020	3.30 pm

BIDDERS SEEKING PREFERENCE UNDER ANY POLICY/SCHEME OF THE GOVERNMENT OF INDIA LIKE PUBLIC PROCUREMENT POLICY FOR MSEs, MAKE IN INDIA ETC. MUST ENCLOSE ALL RELEVANT DOCUMENTS AND CERTIFICATES AT THE TIME OF SUBMISSION OF BIDS. BIDDER WILL NOT BE ALLOWED TO SUBMIT SUCH CERTIFICATES, DOCUMENTS AT LATER STAGES OF THE BIDDING PROCESS.

NOTICE INVITING TENDER

1. Director, CSIR-Central Glass & Ceramic Research Institute, 196, Raja S.C Mullick Road, Kolkata-700032, West Bengal, invites e-tenders from eligible Service Providers for the following job/service.

Sl. No.	Tender Ref.	Description of Goods and Services	Quantity	Single/Tw o Bid	Bid Security/ EMD
1	P//AMC/438/ND/ TT/SQ/19-20	NON-COMPREHENSIVE ANNUALMAINTENANCE CONTRACT OF Field Emission Scanning Electron Microscope Model: SUPRA 35VP. SL No: 24-60 includes. i) 000000-2024-483-Protect Advanced-SUPRA System. ii) 000000-2024-539-Protect Advanced-QBSD Detector. iii) 000000 - 2024 - 459- Protect Advanced EBSD. iv) 000000 - 2024 - 460 - Protect Advanced – EDX Detector. v) 000000-2024 - 462- Protect Advanced –VP FESEM	1 job	Single-Bid	NOT APPLICABLE

Terms and Conditions:

- a) Period of Maintenance Contract : 01 [ONE] year from 01/04/2020 to 31/03/2021.
- b) Preventative Maintenance visit: 02 nos Preventive Maintenance during the contract period.
- c) Emergency or Breakdown Calls: 02nos Breakdown Calls during the contract period.
- d) Scope of Service: Routine Maintenance, Performance Checks, re-alignment, repair and the replacement of defective components and parts.
- e) GST: Applicable as per Govt. Rules.

2. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in/eprocure/app>. A copy of the Tender Document is also available on CSIR-CGCRI website, www.cgcri.res.in . Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in/eprocure/app>. 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-CGCRI.
3. Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement [CPP] portal, NIC, Government of India, by logging on to the portal <https://etenders.gov.in/eprocure/app>. Bidders are requested to go through "**Bidder Manual Kit**", "**System Settings**" & "**FAQ**" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of Bids.
4. The Director, CSIR-CGCRI, Kolkata, reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.
5. CSIR-CGCRI reserves the right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor [service provider] 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 contract terms.


Section Officer (S&P) (Acting)
For & on behalf of Council of Scientific & Industrial Research

TERMS AND CONDITIONS

The Bidder is expected to examine all instructions, forms, terms, and specifications set forth in this Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document, in every respect, will be at the Bidder's risk and may result in rejection of its bid.

In these Terms and Conditions, the following words and expressions shall have the meaning as have been respectively assigned to them:

Bidder shall mean the entity submitting an offer in response to this Tender Document.

CSIR-CGCRI / Purchaser / Institute shall mean CSIR-Central Glass & Ceramic Research Institute, [a constituent unit of the Council of Scientific & Industrial Research] having its office at 196, Raja S.C. Mullick Road, Kolkata-700032, [West Bengal], India.

Service Provider / Vendor / Contractor shall mean the entity whose bid has been accepted by the Purchaser and a formal Work Order/ Maintenance contract has been placed on them.

1. SUBMISSION OF BIDS

1.1. E-Bids shall be submitted in a **SINGLE COVER** and shall consist of the following documents:

Sl. No.	Document Required	Document type
1.	Bidder's Information Form	.pdf
2.	Quotation	.pdf
3.	Copy of Bidder's Certificate of Incorporation, Certificate of Registration, GST Registration & PAN.	.pdf
4.	Price Schedule Form duly filled-in and signed by Bidder	.pdf
5.	Bill of Quantities (BOQ)	.xls

All the above scanned documents must be e-signed prior to being uploaded and saved in the system.

- 1.2. The bidders shall digitally sign and encrypt their bid and upload the bid on –line at the e-Tendering portal.
- 1.3. If the envelope is not digitally signed & encrypted, the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
- 1.4. 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 Tender Document. 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.
- 1.5. 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.
- 1.6. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.
- 1.7. 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.

2. PRICES

2.1 Bidders are requested to note that they should necessarily submit their financial bids in the MS-EXCEL format provided and no other format is acceptable. Bidders are required to download the

BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of the evaluation process.

2.2 CSIR-CGCRI shall not consider any changes on any account after the opening of Bid and hence the prices offered shall remain firm during the validity of the Bid and shall not be subject to variation on any account.

2.3 The Bidder shall quote as per Price Schedule Format [MS-EXCEL] given in this Tender Document. However, the Prices should be quoted only in the BOQ file to be downloaded from the e-tendering portal.

2.4 ***The Bidder shall quote the price for 01 year Maintenance Contract as a single job.***

3 PAYMENT TERMS

Half yearly basis within 30 days of bill submission in duplicate accompanied by service reports with date and signature of the in-charge of user department and satisfactory performance. Payment shall be made only by e-payment mode. No other mode of payment shall be allowed. Vendor is thus requested to provide their complete Bank particulars so that payment can be effected through RTGS/ECS/NEFT mode. In this regard, a proforma is enclosed with this Work Order. Vendor may furnish all details as per this proforma.

4 NATURE OF MAINTENANCE CONTRACT

4.1 The Maintenance Contract shall be Non comprehensive and on-site in nature. The service location shall be CSIR-Central Glass & Ceramic Research Institute, Kolkata-700032.

4.2 Preventative Maintenance visit: 02 (Two) nos. Preventive Maintenance during the contract period is to be provided.

4.3 Emergency or Breakdown Calls: 2nos Emergency or Breakdown calls during the Contract Period.

4.4 Scope of Service: Routine Maintenance, Performance Checks, re-alignment, repair and the replacement of defective components and parts.

5 PERIOD OF CONTRACT

5.1 The Maintenance Contract shall be for a period of One [01] year from 01/04/2020 to 31/03/2021 and shall be subject to periodic assessment with regard to performance of the vendor.

5.2 In case the services of the vendor are determined to be unsatisfactory during the period of contract, Director, CSIR-CGCRI shall be at liberty to cancel the Maintenance Contract.

6 VALIDITY OF BID

6.1 The offer should be valid for at least 90 days from the date of opening of the Bid.

7 SETTLEMENT OF DISPUTES AND ARBITRATION

7.1 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, and subsequent amendment of Act introduced by the Arbitration and Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration

Centre (DIAC), Delhi High Court, New Delhi. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

b) In the case of a dispute between the purchaser 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.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding any reference to arbitration herein,

- I. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- II. The Purchaser shall pay the Supplier any monies due the Supplier.

7.2 The venue of the arbitration shall be the place from where the Work Order or Maintenance Contract is issued / executed.

8 APPLICABLE LAW

8.1 The Contract 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.

9 OTHER TERMS AND CONDITIONS

9.1 Other Details pertaining to the Contract are laid down in the attached Document.

10 Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.

11 Prices charged by the contractor [service provider] shall not exceed the prevailing rates charged by him from others for similar services. While claiming payment, the contractor is also to give such a certificate in his bill.

Yours faithfully,


Arun Kumar Banerjee
Section Officer (S & P) (Acting)
For & on behalf of Council of Scientific & Industrial Research

अरुण कुमार बनेर्जी
अनुभाग अधिकारी (एस & पी) (एक्टिंग)
Section Officer (S & P) (Acting)
सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्थान
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कोलकाता / Kolkata- 700 032

BIDDER'S INFORMATION FORM

[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 Tender Document]

Page 1 of _____ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder_____

Tender No._____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forwarding up to station of dispatch, If any	Charges for inland transportation, insurance up to Lab. / Instt.by <i>air/road/rail</i> <i>(retain one only)</i>	Total Price	Installation, Commissioning and training charges, if any

Note:

(a) The cost of optional items, if any shall be indicated separately

(b) Cost of Spares, if any

Total Bid price in Indian currency _____
in words _____

Signature of Bidder _____

Name _____

Business Address _____