



# CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

(CSIR, Ministry of Science & Technology, Govt. of India)

HQ: Barwa Road, Dhanbad – 826001 (Jharkhand), India

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CIMFR's GSTIN No.: 20AAATC2716R1ZT, PAN: AAATC2716R, Service Tax Reg.No.:AAATC2716RSD035

## निविदा आमंत्रित सूचना / NIT

निरीक्षण सं० / Enquiry No. CIMFR/PUR-3(03,04,06)2020

दिनांक / Date: 09.09.2020

सेवा में / To,

M/s Elementar India Pvt. Ltd.

18<sup>th</sup> Floor, Building No-5, Tower A

DLF Cyber City, Phase III

Gurgaon – 122002

Haryana State Code-06

प्रिय महोदय / Dear Sirs,

**विषय / Sub.: Request for ONLY ONLINE quotation for Battery for AMC of CHN/CHNSO & CHNS Analyzer.**

You are requested to quote **ONLINE ONLY** for the following items in **Single Bid System (Techno-commercial Bid)** quotations for “AMC of CHN/CHNSO & CHNS Analyzer against Enquiry No. CIMFR/PUR-3(03,04,06)2020 dated: 09.09.2020”. Offer with complete details on the following should be uploaded well in advance in **etenders.gov.in** portal of e-procurement on or before last date & time and will be opened on opening date stipulated as in e-tender.

Sl. No.	Item	Qty.
1	Non comprehensive AMC of Model & Serial No. – CHNSO Analyzer (Vario Macro Cube) & SI. No. - 20127078 Model & Serial No. – CHN Analyzer (Vario Macro) & SI No. - 11083056 Model & Serial No. – CHNS Analyzer SI No.- 201210077 No. of Years :- 3 years of Non- Comprehensive AMC 2 Preventive visits & break-down visit (as & when required) per year	03 No.
<b>For details please contact: Dr Vallu Ramakrishna , Scientist (Digwadih) Contact No. 9725858066 For CHNSO &amp; CHN please contact :- Dr Manoj Kumar, Sr T.O. (Ranchi) Contact No. :- 9431169432 e-mail: <a href="mailto:vcramakrishna06@gmail.com">vcramakrishna06@gmail.com</a> &amp; <a href="mailto:drmanojkr@cimfr.nic.in">drmanojkr@cimfr.nic.in</a></b>  Interested Bidders are requested to submit the bid for the quoted item in Indian Rupee (INR) only.		

You are requested to kindly go through the detailed terms & conditions / instructions mentioned below and overleaf and submit only online your most competitive Bid/offer through **etenders.gov.in** for e-procurement by the last date and time of submission cited above. Tender after due date & time cannot be uploaded. Any financial offer/ escalation after opening of the bid are not acceptable. Offline submissions are unacceptable.

**Complete specification with manufacturer's name and address should be given while quoting. Supporting scanned copies of Literature/Pamphlets etc. should also be uploaded.**

### **Terms & Conditions:**

1. Location/ Site: For Model & Serial no. CHNS Analyzer SI No.- 201210077 Digwadih Campus 828108, for Model & Serial No. CHNSO Analyzer (Vario Macro Cube) & SI. No. – 20127078 & CHN Analyzer ( Vario Macro) & SI No. – 11083056 Ranchi Unit 834010.
2. Recent Past Purchase Orders of similar products, client list with contact details & Performance Certificate.
3. The period of validity of each bid must be 180 days / more than 180 days from the date of opening.
4. The price with complete price break up of the goods/ accessories/ incidental service, quoted Ex-works including taxes/ duties/ levies/ cess etc.

1. The firm must be quote the final rate of CMC or Non-Comprehensive AMC with reasonable discount, if any. The basic CMC/AMC rate must not be higher than that of the principal. In case CMC expected Spares/

consumables/Accessories required during this period must be quoted separately. Authorization and Rate list issued by manufacturer/principal must be submitted.

2. Your offer must be comprised with Nos. of preventive visits, no. of breakdown visits, spares / consumables list, rate list of manufacturer for spares, consumable, AMC and related any goods/ service, Address/ contact detail of local service provider & their concerned service engineers with alternate arrangement ,if any. In case of any changes, in service provider detail must be provided immediately to avoid any adverse effect on running AMC.
3. The %age of taxes must be either inclusive/extra in exact figure (should not be mentioned as applicable/ not against Concessional Sales Tax Certificate), CSIR CIMFR is not eligible to issue any 'C/D' form. Your most competitive Bid/ offer with CSIR-CIMFR GST No as well as Bidder/ service provider GST No., HSN code & Banker detail to be submitted.
4. The period of CMC/AMC will be for as stipulated, The price/rate break-up within the quoted service period for the service & expected consumable/spares for CMC/AMC of the machine must be mentioned separately.

1. **Visit :-**

- i) Visit:-Service Provider has to clearly mention the numbers of visit & breakdown/ emergency visit per year must clearly. AMC/CMC/FASMA will be commenced from the date of issue of the Purchase order/ expiry of the last contact/ agreement , whichever later.
  - ii) Duration of visits : Each service visit shall be extended without any additional charges, if a job is not completed and the additional day/s spent will be treated as the same service visit of the contract. In case your engineer has located a fault but could not put the instrument in working condition due to non-availability of spare parts. The days spent by him will be adjusted as mentioned above. After the required spare part/s is/are made available, your engineer will visit against to replace the spare part/s. This visit will also be treated as same contract visit.
2. Scope of the Job:-
- i) Objectives: Service, Spares & consumables must be offered as per NIT/ enquiry requirement. Total overhauling and preventive maintenance of equipment during AMC period's to avoid malfunctioning by minimizing system downtime, smooth and uninterrupted function of the instrument must be ensured during AMC period.
  - ii) Spares: Spares must be supplied to CIMFR by the firm and same will be replaced for the system as and when required during the AMC period. The firm needs to submit entire list of spares including consumables with price . No extra charge will be paid for spares. Consumables will be replaced with precepted bills for payment. Just replacement of consumables will not treated as routine visit.
  - iii) Breakdown time : The breakdown period must not exceed 48 hours after register of complaints over telephone.
  - iv) Service Provider/ Bidder has to clearly mention in case Comprehensive Annual Maintenance (CMC)/ Full annual Service & Maintenance Agreement (FASMA) submit the list of spares & consumable, which are inclusive. No extra payment will made for of spares & consumable in this duration.
  - v) Service Provider is requested to keep in stock to ensure availability of Spares & consumable without any delay to avoid any adverse impact on R&D activities.
3. Payment Terms :-
- i) The payment will be admitted after completion of AMC on satisfactory completion certificate by the concerned P.L./ HOD/Co-coordinator along with the service report on yearly basis.
  - ii) The bill should be submitted to CIMFR, Barwa Road Campus, Dhanbad with proper certificate from the user for payment.
  - iii) In case of advance payment ,if required, the equivalent amount will be made against advance Bank Guarantee valid till the contract Period

**5. Taxes :** Applicable rates of all taxes/levies should mentioned clearly against DSIR Registration certificate. This office is eligible for concessional GST/IGST @5% and concessional custom duty.

**6.** This lab/Institute is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14<sup>th</sup> November, 2017 and similar State Tax (Rate) notifications.

**7.** TDS deduction on Income Tax, GST etc. from Payments to suppliers: This will be done as per the existing law in force during the currency of the contract.

**8. Specification and Make:** Quotation should be given for the exact specification and make as shown in the enquiry against Sl. No. of the item, if in the view of the supplier there is any other alternative item which can serve out purpose, quotation may also be given for the same separately. The client list along with the unpriced past order with techno-commercial bid for potential evaluation & Priced past order copy of similar equipment supplied to any CSIR Lab / any Govt. Organization including detail of price & all charges must be attached with price bid.

**9.** Make and Model, Series, All specific codes, Leaflet, Catalogue & Authorization of Principal/ Manufacturer. Pre-requisite, requirement for site preparation and utility materials must be listed. Warranty should be as specified in specifications.

**10.** Complete specification with manufacturer's name and address should be given while quoting

Supporting scanned copies of Literature/Pamphlets etc. should also be uploaded .

**11.** Packing, Forwarding, Transporting, Postage/Courier, Octroi, Freight, Insurance, Any Certificate(s), Extra Warranty, Installation, Commissioning any, any levy, any other charge must be mentioned clearly.

**12.** Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall

have to be strictly adhered to in case an order is placed.

13. Bidder has to enclosed proper certificates for uninterrupted transmission/transport/Custom clearance of Dangerous/explosive/restricted goods, if applicable, in your bid/quotation.

14. As per Govt. of India procurement policies,

**(i) Procurement from countries sharing border with india (w.e.f. 05.08.2020 the date indorsed by CSIR to MoF letter no. 6/18/2019 dated 23.07.2020)**

Restrictions are implied on the bids received from the registered OEMs/ bidders/tenderers/consultants/vendors/service provider/ person/ any member of a consortium/joint venture/association of firms or companies/Limited liability partnership/turnkey contractors/natural person/citizen/artificial judicial person/or any other type not mentioned herein stationed in the countries sharing boards with India or their agents/subsidiaries. Even, if such bids are received the same will be treated as no-compliant and will not be considered.

**(ii) Make in India procurement Preference** (Ministry of Commerce and Industry, GoI, letter no. P-45021/2/2017 PP(BE-II) dated 04.06.2020)

\*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28<sup>th</sup> May, 2018 or by the competent Ministries/Departments in pursuance of this order.

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

The supplier has to declare the percent of local content in his product or services as per NIT requirement.

'**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined under this order.

'**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50% as defined under this order.

'**Non- local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than 20% as defined under this order.

**Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only **Class-I local supplier**, as defined under the order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-Para (a) above, and with estimated value of purchase less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined above, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquires, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

\*False declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Finance Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

\*A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

**Local Content Certificate, name of nodal ministry and copy of annexures for the quoted item may be submitted with the Bid.**

The purchaser intends to give purchase preference to local suppliers\* in the cost

**Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from Make in India procurement preference. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of the order.

The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises (MSME).

15. This tender invites the participation from the MSE (Micro Small Enterprises), Make in India Firms and Start Up firms. They will be governed under the relevant provisions of Govt. of India guidelines. However, they have to fulfill the technical parameters. They are exempted from the EMD, if any; past experience and turn over criteria.

- 16. Payment Terms:** 100% payment will be released after successful installation, testing, onsite training of the equipment, handling over of all the certificates, drawings, documents, manuals etc. . Please inform your Bank details for RTGS payment, in hard copy.
- 17.** The exact figure in %age for discount, if any.
- 18.** Copy of last audited balance sheet, Income tax registration/ PAN Card, Latest Income Tax clearance certificate, Proof of Manufacturer's Authorization for this offer, Agreement of Service Provider and Warranty Support Service, Local Service Centre Details with contact Nos.
- 19.** The quotations must submitted through only online be neatly typed or computer printed. Hand written offer will be rejected. Quotations must carry the numbers of GST/ sales tax / VAT / TIN invariably on the top. Incomplete/conditional will be summarily rejected.
- 20.** All online tenders/quotations should be addressed : **The Director / SPO, Central Institute of Mining & Fuel Research, H.Q.: Barwa Road Campus, Dhanbad – 826001 (Jharkhand), India with GST no. of CSIR-CIMFR and Bidders/ Supplier.**
- 21.** Tenders/Quotations must be uploaded sufficiently in advance so that any inconvenience at time on last date can be avoided. Any request of extension regarding last date and opening date will not be entertained.
- 22. Packing & Forwarding :** To be suitably packed in Special Export Packing to withstand Air Transmissions enroute to Dhanbad, Jharkhand, India.
- 23. Mode of dispatch:** RATE SHOULD BE QUOTED FOR (i) FOR Destination (Dhanbad) by Passenger/Goods Train/Transport.(ii) Free delivery at CIMFR Stores (iii) By Registered Post, However, we prefer (i) & (ii).
- 24. Insurance:** In case of FOR destination, insurance should also be covered by you. The goods should be insured in your favour against all risks from ware house to ware house basis. The insurance charges, if any, should be shown separately in the rates quoted.
- 25. Opening of Quotations:** The quotations will be opened by the committee of CSIR CIMFR as per online NIT norms .
- 26. Miscellaneous :**  
The tenderer is required to furnish : (a) GST No. of Buyer CSIR-CIMFR & Supplier (b) Permanent Account Number as allotted by the Income Tax Department (c) the registration number of DGS&D / National Small Industries Corporation, if so registered as also the period of their validity.  
Warranty/Guarantee: Terms with name and address of the manufacture should invariably be given.  
Sample & Literature: Wherever possible and particularly i.r.o. item no. \_\_\_\_\_ should necessarily be given.  
Installation, Commissioning & Training: Charges, if extra must be specified wherever applicable.  
AMC: Incase of Plant & Machinery /Sophisticated laboratory equipments the charges of AMC valid at least for 3-3 years must also be quoted. This will be an important criterion for selection of quotation.  
Spares: We should also like the supplier to suggest the essential spares needed for the equipment/ machines in the next three years and quote for the same positively.  
Drawings, Diagram and Manual: Incase of machines/equipments the supplier has to provide full drawings/circuit diagrams and blue print-three sets each along with user's manual at the time of supply
- 27. Liquidated Damages:** LD/Penalty @ 0.5% per week subject to maximum 10% or as decided by the competent authority will be imposed on non-compliance/violation of Purchase Order terms & conditions.
- 28. Performance Bank Guarantee Clause:** 10% of the order value needs to be submitted within twenty one days after signing contract agreement which will be valid for two months beyond warranty period, for any order value more than 2.5 Lakhs.
- 29.** Integrity Pact to be submitted on CSIR format for value more than Rs. 3 crore.
- 30.** Supplier has to be submit a declaration of not blacklisting from any CSIR Lab./Govt. /PSU/Pvt. organization within minimum last 3 years and also submit a certificate.
- 31.** The supplier needs to certify that the rates quoted by them are the same and not higher than those quoted with other CSIR Labs/Instt, Government, public sector or private organizations.
- 32. Acceptance / Rejection :** The Director, CSIR-CIMFR, reserves the right to accept/reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.
- 33. GOVERNING LAW:**  
**Jurisdiction:** This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Dhanbad, India to competent jurisdiction.  
**Arbitration:** Any Difference/ dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

Yours faithfully,  
sd  
**Section Officer (S&P)**  
CSIR-CIMFR

### Allied Technical Details

S.N.	Allied technical details	Bidder's response
1.	Product catalogues/user manual/other informative material/sketches/drawings etc.	Enclosed (Yes/No) ( Ensure that it should be up to date and page numbered)
2.	Country of origin,	
3.	Port of shipment	
4.	Banker's details	
5.	Free Warranty/Guarantee for a period of	
6.	Extended Warranty/Guarantee for a period of	
7.	Installation , commissioning & training,	
8.	Details of service provider for after sales/complaints etc.	
9.	AMC charge with no. of visits (routine & breakdown)	
10.	Comprehensive AMC including spares	
11.	Details of accessories (if any)	
12.	List of non-consumables (if any)	
13.	List of consumables (if any)	
14.	Ex-Works At	
15.	FOB /FCA (Name of port)	
16.	CIP/CIF Kolkata	
17.	Insurance	
18.	Agency Commission	
19.	Transportation from Kolkata to CIMFR Stores	
20.	Packing & Forwarding Charges	
21.	Spares availability	
22.	Training charges	
23.	Any other relevant detail	

### DEVIATION STATEMENT FORM

1) The following are the particulars of deviations from the requirements of the Tender specifications:

Tender Clause/specifications	Deviation	Remarks (including justification)

Place:

Date:

**Signature and seal of the Manufacturer/Bidder**

**NOTE:** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating **“No Deviations”**.

**SERVICE SUPPORT DETAIL FORM\***

Sl. No.	Nature of training imparted	List of similar type equipments serviced in past three years	Details if the Contact person fax, phone, email etc.

\*Documentary evidence should be enclosed.

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

**STATEMENT OF FINANCIAL DEVIATIONS**

Following are the financial deviations and variation(s) from the exceptions to the specifications and documents for the Bid document. These deviation(s) and variation(s) are exhaustive.

Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

Sl No.	Section No.	Clause No.	Statement of Deviations / Variations

S. No. Section No. Clause No. Statement of deviation(s) and variation(s)

Signature of the bidder

Name:

Place:

Date:

Address:

Company Seal

**PRICE SCHEDULE FOR GOODS BEING OFFERED IN INR**

Name of the Bidder \_\_\_\_\_

NIT Reference No. \_\_\_\_\_

File Reference No. \_\_\_\_\_

Sl.No.	Description/ Part No./ Make Mode*	Quantity	Unit Price (in INR)	Total Amount (in INR)
1.				
2.				
3.....				
Ex-Works Price-				
Packing & forwarding				
FOR ( CIMFR Stores)				
Taxes				
Transportation				
Insurance up to Destination /handover (in case of fabrication)				
Installation & Commissioning charges				
Training charges				
Additional Warranty Charges				
Annual Maintenance Charges				

\*(On the basis of the technical specifications submitted)

Total Bid price \_\_\_\_\_  
in words \_\_\_\_\_

Note :

**(a) The Price schedule of optional items shall be indicated in a separate sheet in the same Performa.**

**(b) Cost spare parts may be indicated separately**

Signature of Bidder

Name \_\_\_\_\_

Business

Address \_\_\_\_\_

-----Letter head of Bidder-----

No: \_\_\_\_\_ date \_\_\_\_\_

Sub:- Local Content Certificate

Ref:- (i) Order. P-45021/2/2017 PP(BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India.

(ii) CSIR-CIMFR NIT Ref No.....Date.....

(iii) Bid Ref No. ....date.....

Sir,

This is to certify that the bidder M/s.....as supplier/Service Provider is declaring here by the percent of local content in our quoted product or services as per CSIR-CIMFR NIT requirement as under:-

‘Local content’ means the amount of value added in India which shall be as, It has been prescribed by the Nodal Ministry/ has not been prescribed by the Nodal Ministry’\* for our quoted products/ Services/ products & Services both, be the total value of the items has to be procured as per this NIT (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

I/ we M/s.....as ‘Class-I local supplier/ Class-II local supplier/ Non- local supplier’ \*\* hereby declare that our offered quoted products/ Incidental Services/ products & Incidental Services both i.e., .....(Name of item(s)) as per referred CSIR-CIMFR NIT No.....date..... having local content ‘equal to or more than 50% (or percent as prescribed by respective nodal ministry for Class-I local supplier )/ more than 20% but less than 50% (or percent as prescribed by respective nodal ministry for Class-II local supplier)/ less than 20% (or percent as prescribed by respective nodal ministry for Non- local supplier )’ \*\*\* of the total value of the items to be procured as per aforesaid NIT & prescribed in Order. P-45021/2/2017 PP(BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India.

I hereby Undertake that the content of the certificate is true in all respect.

(Signature)

Name & Designation.....

For M/s.....

(Seal)

\* , \*\* & \*\*\* strike off which is not applicable.