

	<p style="text-align: center;">भारत सरकार / GOVERNMENT OF INDIA खान मंत्रालय / MINISTRY OF MINES भारतीय खान ब्यूरो / INDIAN BUREAU OF MINES भंडार अनुभाग / STORES</p> <p style="text-align: center;">MODERN MINERAL PROCESSING LABORATORY & PILOT PLANT ADDRESS : L- 8, M.I.D.C. HINGNA ROAD, NAGPUR-16</p> <p>FAX No. : (07104) 235542 PH No. : (07104) 235541, 235543, 235544 & 235545 E-mail : indian75@bsnl.in, / ibmstorehngn@rediffmail.com www.ibm.gov.in</p>	
No. D 19016(2)/OD/STO/IBM/2019-20		Date : 15/ 09 /2022

From : The Controller General **SINGLE-TENDER**
Indian Bureau of Mines

To : M/s. Malvern Panalytical Spectris Technologies Pvt. Ltd.
Unit No. 560m 560A, 562,
5th Floor, JMD Megapolies,
Sector 48, Sohana Road,
Gurgaon – 122001 (Haryana)

Sub : **Tender for the Annual Maintenance Contract (AMC) of X-Ray Diffractometer instrument.**

Dear Sir,

The Controller General, IBM, on behalf of the President of India, invites sealed Tender for annual Maintenance Contract of X-Ray Diffractometer instrument at Modern Mineral Processing Laboratory & Pilot Plant, Indian Bureau of Mines, MIDC, Hingna Road, Nagpur.

01. Tender should be sent in sealed cover super scribed “Tender for annual Maintenance Contract of Malvern Panalytical make, X-Ray Diffractometer instrument” before due date on **30/09/2022** and addressed to the Asstt. Stores Officer (MPD), Indian Bureau of Mines, Plot No. L-8 MIDC. Hingna Road, Nagpur- 440016.

Tender should reach this office on or before **30/09/2022** at 1.30 p.m. and will be opened on the same date at 3.00 p.m. on the opening day will not be accepted.

(Note :- In the event of office being closed due to any reason whosoever on the proposed date of opening of tender/quotation, the tender will be opened on the next working day at the scheduled time without giving any prior further notice)

02. The tender should be signed with date by the bidder or his authorized representative on each page recording his full name (in capital letters) & designation, if any below the signature.

03. The AMC charges/price should be indicate both in figures as well as in words. The other charges such as G.S.T./Service Tax/etc. indicate separately. Please indicate GST/Service Tax/Pan number in your tender without which you tender will be rejected summarily without any intimate.

GENEAL TERMS & CONDITIONS AND JOB DETAILS : As per Annexure- A

SERVICE LEVEL AGREEMENT (“SLA” OR “AGREEMENT”)

Instrument/Equipment profile

Instrument : X-Ray Diffractometer
Co,. : PANalytical
Serial No : DY 2066
PW : 3040/60
12 Nc : 943003040601
Volt : 230 V
KVA : 8.6 KVA
Hz : 50 Hz

Scope of Work:

Preventive maintenance shall be as per the following details:

1. The Servicing includes viz. **a)** complete cleaning of the main instrument/equipment **b)** making all essential adjustments that are required for analytical calibrations viz. calibration of the standards, and all other parameters inclusive of repairs.

General Terms and Conditions:

- i. The bid of AMC offer should be valid for a period of **180** days.
- ii. The one year period (2022-23) of servicing (AMC) will commence from the date of acceptance of contract by the Department.
- iii. There shall be two servicing for the instrument i.e. one preventive servicing and one breakdown visits in a year. The date of servicing of the instrument/equipment would be at the discretion of this Department. The servicing shall be at the satisfaction of the Department. The instrument/equipment has to be attended forthwith in the event of any breakdown/or failure during the servicing.

Special Terms and Conditions:

- i. Authorization from the parent company/or Original Equipment Manufacturer (OEM) for the servicing of XRD (Sr. No. DY 2066) should be obtained. The Authorization letter should be latest i.e. it should not be more than six months old.
- ii. The breakdown of the instrument need to be attended within a period of 72 hours on receipt of communication from this Department failing which the Department reserves the right to the work done from other agency and recover the cost thereof from the charges admissible on account of AMC to the instrument/equipment.
- iii. After servicing the instrument with all the above required parameters the instrument should be handed over to the user in working condition.
- iv. Service report has to be submitted to the Department at the time of each servicing.
- v. Payment will be released on satisfactorily completion of the servicing in two equal half yearly installments. The Annual Maintenance Contract should be billed in local currency.
- vi. The Department, in addition to its right to determine the contract upon fault of the successful bidder, reserves the right to cancel the contract any time in whole or in part without assigning any reason. The Department also reserves the right either to pay or not to pay the successful bidder for either part of the contract or whole of the contract work executed, if they are not according to the Department’s specifications and/or complete satisfaction.

- vii. The bidder is not permitted to alter or modify the bid after expiry of the deadline meant for receipt of bids.
- viii. During the course of servicing or repairing, the Department shall not be liable for any loss or damage either direct, indirect consequential to any person or property as a result of the instrument/equipment breakdown or accident or any other circumstances that are beyond the control of the Department.
- ix. The contract is liable for termination during the month in which the instrument/ equipment if becomes obsolete/unserviceable and payment towards AMC will be made on monthly prorata basis for completed monthly periods under service.
- x. The Department reserves the right to cancel the contract in whole or in parts without assigning any reasons at any time, if the successful bidder does not honour one or any of the terms & conditions of the Tender.
- xi. Should any statutory levy or tax of any nature, including service tax become applicable to this agreement at any time, it is understood and agreed that such incidents will be borne by the servicing agency.
- xii. The Department can be contracted for any clarification and in the event of any dispute the decision of the Controller General, Indian Bureau of Mines shall be final and binding on the servicing agency.
- xiii. The Department reserves the right to reject Tenders or conditions of the Tender including the date of opening of the Tender, etc., without assigning any reason thereof and without any further notice whatsoever may be.
- xiv. This Tender is subject to the rules and/or instructions of the Government of India issued from time to time.
- xv. The agreement remains valid till the completion of scope of service or end of contractual duration.
- xvi. All questions, disputes or differences arising out of the contract shall have exclusive jurisdiction of the Courts at Nagpur.

Telephone & E-Mail Assistance:

The firm's customer support dept. should be at the customer's disposal to answer technical questions, provide assistance in trouble shooting or maintaining the instrument. Telephone and e-mail assistance should be provided between the hours of 9:00 a.m. to 6:00 p.m. local time Monday through Friday, excluding legal or national holidays.

Corrective Maintenance (Breakdown Calls):

Service shall be provided by the firm whenever the instrument requires repairs of a nature outside of the customer responsibility. On-site service will be provided between the hours of 9 a.m. and 6:00 p.m. local time, Monday through Friday, excluding legal or national holidays.

For:

Indian Bureau of Mines

For:

Yours faithfully,

Assistant Stores Officer (MPD)
Indian Bureau of Mines