

(वैज्ञानिकएवं औदयो गकअन्संधानपरिषद) / (Council of Scientific & Industrial Research)

बर्मामाइन्स ,जमशेदपुर-831007 / BURMAMINES, JAMSHEDPUR - 831 007

Tel: 0657-2345129/132, Fax: 0657-2345131 Email: spo@nmlindia.org Website: www.nmlindia.org

Date: 21.02.2025

Tender No. NML/PUR-07-AMC(1165)/24-25

o.

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 - 700160

Phone No: 033 4036 1800 Email: sales cal@irtech.in,

Dear Sirs,

### Sub: Annual Maintenance Contract of LECO AF-700, S-144DR, CHN628, AND TGA 701 (DUAL).

Director, CSIR-NML, Jamshedpur is interested to award Annual Maintenance Contract (AMC) of "LECO AF-700, S-144DR, CHN628, AND TGA 701 (DUAL)" for a period of One Year from the date of issue of award letter. Please send your Online bid/quotation through Central Public Procurement (CPP) Portal (https://www.etenders.gov.in) with complete terms and conditions within the stipulated time period as has been mentioned in the e-tender notice. Only online quotations will be entertained from the registered bidders of CPP Portal. While submitting quotation, please note the terms & conditions mentioned below:

Sl.	Description	Qty.
1917-	Annual Maintenance Contract (AMC) of the following Equipment:	•
1	LECO AF-7000, S-144DR, CHN628, AND TGA 701 (DUAL).  Model No . and Sl. No.: AF-700, S-144DR, CHN628 and TGA 701	01 Unit
VISITS		
	. Number of Preventive calls required: 02 Nos. at equally spaced duration	
	. Number of Break Down calls required: <b>01 No</b> .	
The firm must be maintained/replaced/supplied spare parts during CMC period at his own cost.		

Note: (1) Bid validity should be 180 days.

(2) Bidders are instructed to submit the consolidated price in the BOQ(.xls) format and give the break up cost of the item in the respective price schedules. However, there should not be any variance between BOQ(.xls) and price Schedule form (PDF prices). The purchase order will be placed on the basis of the PDF prices.

#### **CRITICAL DATE SHEET**

Sl. No.	Stage	Date & Time	Time
1.	Publish Date & Time		
2.	Clarification Start Date	As per CPP	portal
3.	Clarification End Date		
4.	Bid Submission Start Date & time		
5.	Bid Submission End Date & Time		
6.	Bid Opening Date & Time		



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### **TERMS & CONDITIONS for Annual Maintenance Contract**

Sl No	Description		
1.	A bid securing declaration is to be submitted as per the provided format on your letter head as per		
	Annexure IV by the bidder. Bids of those tenders whose bid securing declaration are not received with the		
	bids will be summarily rejected. Hard copy of Bid Securing Declaration Form must be submitted to CSIR-		
	National Metallurgical Laboratory, Jamshedpur before opening of Technical Bid.		
2.	The Annual Maintenance Contract (AMC) will be valid for one year or for a period mentioned in Award letter		
	from the date of work award order.		
3.	The schedule of requirement must be followed and required documents must be uploaded by bidder otherwise		
	the bid will not be considered.		
4.	Your offer shall be valid for 180 days from the date of opening of the quotation. No revision in price will be		
	allowed after opening the bid(s).		
5.	Price bid should be given as per format in PDF and BOQ. There should not be any price difference between		
	PDF & BOQ version. All statutory taxes like TDS, TDS on GST etc. will be deducted from the quoted price.		
	No claim is be entertained as these taxes are extra. Therefore Prices are required to be quoted clearly		
	mentioning of basic cost, taxes etc. in your quotation.		
6.	Discount: Institutional discount if any should be mentioned clearly		
7.	GST/other Govt. Levies will be paid at actual and the prevailing rates of GST and other tax etc, if any may		
	be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid.		
8.	Manual/Offline bids shall not be accepted under any circumstances. No fax/E-mail quote would be accepted.		
9.	Reasonability of Price: The bidders are requested to furnish the user list of same instruments /		
	equipment's with contact details. Further also submit at least 02-03 AMC copies of similar items(s) with		
	other Govt. R & D Institute /Department / University / Organization during the past 1-2 Years OR any last		
4.0	purchases/contracts		
10.	Fall Clause: The fall clause will be applicable: "In case your firm supplies or quotes a lower rate for the tendered		
	item to other Governments, public sector or private organizations, your firm will have to reimburse the excess		
11	payment  Conditional hid(s) shall not be considered and will be summarily rejected.		
11.	Conditional bid(s) shall not be considered and will be summarily rejected.  The AMC firm shall employ staff above 18 years of age after verifying their antecedents and loyalty. It		
14.	is your responsibility to comply with the statutory requirements of safety precaution and payment on		
	compensation.		
13.			
13.	engineer while performing the services and no claim for any payment on compensation on such ground		
	will be entertained.		
14.	If any fire/damage or any type of miss-happening occurs while maintenance/servicing of equipment(s)		
	in CSIR-NML premises, the successful bidder will indemnify all the expenses occurred on this account.		
15.	If the work is found unsatisfactory or if the firm dishonors the contract, the job will be entrusted to		
	any other firm/party at the risk and expense of the contractor.		
	Suitable action as deemed fit will be initiated against the successful bidder.		
16.	You will be responsible for adhering to all the tender conditions.		
	Scope of Work : N/A.		
18.	The bill should accompany the Original Service report and the Payment Term is - 50% after		
	completion of first six Months subject to satisfactory service certificate given by the concerned		
	user and remaining 50% after completion of contract period subject to satisfactory service		
	certificate given by the concerned user. No other payment terms will be accepted.		
	The Bidder should not have been declared Bankrupt by any statutory body.		
20.	The Bidder will assume total responsibility for the fault-free operation of equipment, application		



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Software if any, and maintenance during the service period and provide necessary maintenance services after end of service period, if required.

- 21. The bidders who have been suspended/ blacklisted/banned by Central Government Institution, State Government Institution, PSU etc. shall be ineligible for participation in the bidding process.
- 22. DISPUTE SETTLEMENT: 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, the rules there under and any statutory modifications or re- enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the DIAC shall be final, conclusive and binding on all parties to this order.

### Notwithstanding any reference to arbitration herein,

The parties shall continue to perform their respective obligations under the contract unless they otherwise agree. All disputes will be subject to Jamshedpur, Jharkhand, jurisdiction only.

23. The Director, CSIR-NML reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

Sd/-

Stores and Purchase Officer For and On behalf of CSIR-NML, Jamshedpur



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### The bid prepared by the Bidder shall include documents as under:

### **Techno-Commercial bid**

Sl. No.	Name of Document
(a)	Bidder Information Form
(b)	Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
(c)	Bid Securing Declaration
(d)	Service support details form
(e)	Manufacturer's Authorization Form (specific to this tender)
(f)	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the
	contract if its bid is accepted
(g)	Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic
	value addition for the quoted item
(h)	Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or
	not and whether the MSE is owned by a women entrepreneur or not.
(i)	Work Order copies of identical or similar type of equipment during the last 3 years along with
	details of such supplies and prices eventually or finally paid.
(j)	Declaration of Eligibility Bidders
(k)	PAN and GST details to be attached / indicated with documentary evidence.
(l)	Bank Details.

Sd/-

Stores and Purchase Officer For and On behalf of CSIR-NML, Jamshedpur



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**Annexure-I** 

### PRICE REASONABILITY CERTIFICATE

(to be submitted on firm's letterhead)

•	This is to certify that we have offered the maximum possible discount to you in our Quotation No. dated
	for (Currency)

We would like to certify that the quoted AMC price are the minimum and we have not quoted the same AMC on lesser rates than those being offered to CSIR- NML, Jamshedpur to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer



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Annexure II To Date: Sub.: Acceptance of Terms & Conditions of Tender Tender Reference No.\_ \_\_\_\_Name of Tender: \_\_\_ I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website (s) namely: I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. to page No. \_\_\_\_\_ \_ (including documents like annexure(s), schedule(s) etc, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein. The corrigendum(s) issued from time to time by your department/organisationtoo has also been taken into consideration, while submitting this acceptance letter. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public Sector Undertaking. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposited, absolutely Yours faithfully,

(Signature of the Bidder with official seal)



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Annexure-III

#### **Bidder Information Form**

(a) 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 [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	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]
07.	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	



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Annexure-IV

#### **Bid-Securing Declaration Form**

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

- (a) 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
- (b) 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 pers	son signing he Bid Securing Declaration)
Duly authorized to sign the bid for ar	n 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)



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Annexure-V

Company Seal

# <u>Format for declaration by the Bidder for Code of Integrity & conflict of interest</u> (On the Letter Head of the Bidder)

Ref. No:	Date
To,	
(Name & add	ss of the Purchaser)
Sir,	
Wit	reference to your Tender No dated I/We hereby declare that we shall
abide by the	ode of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender
document an	have no conflict of interest.
	etails of any previous transgressions of the code of integrity with any entity in any country during
the last three	ears or of being debarred by any other Procuring Entity are as under:
a	
b	
C	denteles that we shall be light for our weiting action in one of two constants of contractions of
	dertake that we shall be liable for any punitive action in case of transgression/ contravention of
this code.	
Tha	ing you,
	Yours sincerely,
	Signature
	(Name of the Authorized Signatory)



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Annexure-VI

### **SERVICE SUPPORT FORM**

Sl. No.	Nature of training Imparted	List of similar type of equipment serviced in the past 3 years	Address, Telephone Nos. , Fax Nos. and e-mail address
Place : Date :		Signature and Seal of the m	anufacturer/Bidder



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Annexure-VII

#### **MANUFACTURERS' AUTHORIZATION FORM**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid.

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

Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser]

#### WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert	signature(s) of author	ized representative(s) of the Manufacturer]
Name: [insert c Title: [insert tit		uthorized representative(s) of the Manufacturer]
Duly authorize	d to sign this Authori	zation on behalf of: [insert complete name of Bidder]
Dated on	day of	, [insert date of signing]



summarily rejected.

### सीएसआईआर – राष्ट्रीयधातुकर्मप्रयोगशाला CSIR - NATIONAL METALLURGICAL LABORATORY

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**ANNEXURE VIII** 

# Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic value addition for the quoted item

			Date:
IS/o,	D/o,	W/o	,Resident of
	terms and co (preference to	Make ir	of the policy of Government of India issued vide a India) Order2017 dt15 <sup>th</sup> June, 2017, its revision
That the information furnished he produce relevant records before	ereinafter is co	rrect to	be of my knowledge and belief and I undertake to r any authority so nominated for the purpose of
responsible for the correctness of	the claims mad	e therein	
not meeting the prescribed value- the purpose of assessing the le 45021/2/2017/-E.EII dated 15.0 I agree to maintain the following is this available for verification to an	addition norms ocal content, 6.2017, its revi nformation in t y statutory autl omestic Manuf	s, based of action was sion date the Comphority: (I	educt mentioned herein is found to be incorrect and on the assessment of an authority so nominated for will be taken against me as per Order No. Ped 04th June, 2020 and its subsequent amendments. Dany's record for a period of 3 years and shall make Kindly fill up the below mentioned particulars) Registered Office, Manufacturing Unit location,
ii. Date on which this certific iii. R &D Equipment for whic iv. Procuring entity to whom v. Percentage of local conter vi. Name and contact details	cate is issued h the certificate the certificate nt claimed	is furnis	hed
			1/2/2017-PP (BE-II) dated 04 June 2020 issued by ade (DPIIT), Govt. of India, We are
The bidders offering imported pro			category of Non-Local suppliers. They cannot claim g profit, warehousing, marketing, logistics, freight
claim themselves as Class-I loca	al supplier /	Class-II	der the category of Non-local suppliers. They can't local supplier by claiming the services such as aining and after sales service support like AMC as
THE EVENT THAT THE IFNORMATION OF THE CODE OF INTEGRITY UNHICH A BIDDER OR ITS SUCCESSION.	ATION IS FOUI INDER RULE 1 CESSORS CAN	ND TO B 175(1)(i BE DEB	BY THE OUR FIRM IS TRUE & CORRECT AND IN E A FALSE DECLARATION IT WILL BE A BREACH (h) OF THE GENERAL FINANCIAL RULES FOW ARRED FOR UP TO TWO YEARS AS PER RULE NG WITH SUCH OTHER ACTIONS AS MAY BE
For and on behalf of			(Name of firm/entity)
	Authorize	ed signate	ory (To be duly authorized by the Board of Director)

Bidders not submitting the above certificate will be considered as non-responsive and liable to be



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**ANNEXURE IX** 

#### DECLARATION OF ELIGIBILITY

Name of the Contract: Name and address of

The Purchase Officer CSIR-National Metallurgical Laboratory Burmamines, Jamshedpur -831007 Phone: -----

#### Name and address of Tenderer:

Whereas the Tenderer declares in accordance of Tender Prices, Instructions to Tenderers; Conditions of Tender; that all eligibility criteria set for documents forming the tender.

Fax: -----

- (I) None of the following applies to us, that:
- a) We are bankrupt.
- b) Payments to us have been suspended in accordance with the judgment of a court or a judgment declaring bankruptcy and resulting, in accordance with our national laws, in total or partial loss of the right to administer and dispose of ourproperty.
- c) Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property.
- d) We are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender.
- e) We are in breach of contract on another contract with the Employer and/or in any part of the country.
- f) We (including all partners of a joint venture) have any connection with a firm or entity which has provided consulting services during the preparatory stages of the Works or of the project of which the Works form a part, or which has been hired(or is intended to be hired) as the Employer's Representative for the Contract.

Signature(s) for and on behalf of the Tenderer				
Date:				