

(वैज्ञानिकएवंऔदयो गकअन्संधानपरिषद्) / (Council of Scientific & Industrial Research)

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

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

Date: 05.02.2025

Tender No. NML/PUR-07-AMC(1193)/24-25

ſo,

M/s. Agilent Technologies India Private Limited

Ground Floor, Elegance Tower, Plot No. 8, Jasola District

Center, Jaola, New Delhi-110025 **Phone No: +91919205784695 Email: Anjali.premraj@agilent.com Supportservices_@agilent.com**

Dear Sirs,

Sub: Annual Maintenance Contract of Atomic Absorption Spectrophotometer.

Director, CSIR-NML, Jamshedpur is interested to award Annual Maintenance Contract (AMC) of "<u>Atomic Absorption Spectrophotometer"</u> for a period of <u>One Year</u> 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. No.	Description	Qty.		
	Annual Maintenance Contract (AMC) of the following Equipment:			
1	Atomic Absorption Spectrophotometer Model No.: AAS240, Sl No. EL08053488	01		
	Number of Preventive calls required: 02 Number of Break Down calls required: 02			

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 C	PP 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 /
	equipments 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
	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
	payment
11.	Conditional bid(s) shall not be considered and will be summarily rejected.
12.	The AMC firm shall employ staff above 18 years of age after verifying their antecedents and loyalty. It
	is your responsibility to comply with the statutory requirements of safety precaution and payment on
	compensation.
13.	CSIR-NML, Jamshedpur is not responsible for any disability or casualty caused to workers/ service
	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 mishappening 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.
17.	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.
19.	The Bidder will assume total responsibility for the fault-free operation of equipment, application
	Software if any, and maintenance during the service period and provide necessary maintenance services
	after end of service period, if required.
20.	The bidders who have been suspended/ blacklisted/banned by Central Government Institution, State



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Government Institution, PSUetc shall be ineligible for participation in the bidding process.

21. DISPUTE SETTLEMENT: The Purchaser and the Supplier shall make every effort to resolve amicably bydirect 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.

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:

b) 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 annual 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/organisation too 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

Yours faithfully,

(Signature of the Bidder with official seal)

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



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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	
Rusiness 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 co	mplete name of pei	son signing he Bid Securing Declaration)
Duly authorized	to sign the bid for a	n on behalf of: (insert complete name of Bidder)
Dated on	day of	(insert date of signing)
Corporate Seal (v	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. N	Date
To,	
(Nam	address of the Purchaser)
Sir,	
	With reference to your Tender No dated I/We hereby declare that we shall
abide	the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender
docui	t 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 la	nree years or of being debarred by any other Procuring Entity are as under:
	a
	b
	We undertake that we shall be liable for any punitive action in case of transgression/ contravention of
this c	
	Thanking you,
	Yours sincerely,
	Signature
	(Name of the Authorized Signatory)



Date:

सीएसआईआर— राष्ट्रीयधातुकर्मप्रयोगशाला CSIR - NATIONAL METALLURGICAL LABORATORY

(वैज्ञानिकएवं औद्यो गकअनुसंधानपरिषद) / (Council of Scientific & Industrial Research)

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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
		Signature and Seal of th	e manufacturer/Bidder
Place :			



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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 s	ignature(s) of auth	orized represe	ntative(s) of the Manufacturer]	
Name: [insert co Title: [insert title	, ,	authorized re _l	presentative(s) of the Manufacturer	1
Duly authorized	to sign this Author	rization on be	half of: [insert complete name of Bio	lder]
Dated on	dav of		linsert date of sianinal	



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

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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:
Notification – Public procurement (dated 04th June, 2020 and its subsequence That the information furnished her produce relevant records before the assessing the local content. That the local content for all inputs responsible for the correctness of the That in the event of the domestic vanot meeting the prescribed value-act the purpose of assessing the local 45021/2/2017/-E.EII dated 15.06. I agree to maintain the following into this available for verification to any	are as under: terms and co preference to quent amendmeinafter is co he procuring s which const he claims mad- lue addition of ddition norms cal content, .2017, its revi- formation in t statutory autl mestic Manufate is issued the certificate che certificate	nditions o Make in nents. rrect to entity o itute the e therein of the pro action v sion date the Comp hority: (I acturer (oduct mentioned herein is found to be incorrect and on the assessment of an authority so nominated for vill be taken against me as per Order No. Pod 04 th June, 2020 and its subsequent amendments. Dany's record for a period of 3 years and shall make (Sindly fill up the below mentioned particulars) Registered Office, Manufacturing Unit location, acceding
Department for Promotion of Indu (Class-I/Class-II) supplier. The bidders offering imported prod	ustry and Into	ernal Trainder the	1/2/2017-PP (BE-II) dated 04 June 2020 issued by ade (DPIIT), Govt. of India, We are category of Non-Local suppliers. They cannot claim ag profit, warehousing, marketing, logistics, freight
claim themselves as Class-I local	supplier /	Class-II	der the category of Non-local suppliers. They can't local supplier by claiming the services such as ining and after sales service support like AMC/CMC
THE EVENT THAT THE IFNORMA' OF THE CODE OF INTEGRITY UNWHICH A BIDDER OR ITS SUCCE	TION IS FOUI IDER RULE 1 ESSORS 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 WITH SUCH OTHER ACTIONS AS MAY BE
For and on behalf of			(Name of firm/entity)

Authorized signatory (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 summarily rejected.



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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: -----

Phone: ------Fax: -----

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.

- (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:	