



सीएसआईआर - राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR - NATIONAL METALLURGICAL LABORATORY
(Council of Scientific & Industrial Research)



Burmamines, Jamshedpur - 831 007
Tel: 0657 2345 129/132/128/126, Fax: 0657 2345131
Email: spo@nmlindia.org Website: www.nmlindia.org

Tender No. P/C/767/SP/PR/AMC /23-24

Date: 08-11-2023

To,

M/s NETZSCH Technologies India Pvt.Ltd.,
No: 39, 2nd St, Spartan Nagar, J. J. Nagar,
Mogappair,
Chennai -600037 Tamilnadu
Phone No: +91 44 42965111,
Email: Swarnendu.Chakraborty@netsch.com

Dear Sirs,

Sub: Tender For Annual Maintenance Contract for STA 449 F5 Jupiter Simultaneous Thermal Analyzer, High Volume TGA/TGA-DSC/DTA Apparatus

Director, CSIR-NML, Jamshedpur is interested to award Annual Maintenance Contract (AMC) of "**STA 449 F5 Jupiter Simultaneous Thermal Analyzer, High Volume TGA/TGA-DSC/DTA Apparatus**" for a period of **One Year** from the date of issue of award letter. Please send your bid/quotation in hardcopy/sealed envelope with complete terms and conditions within the stipulated time period as has been mentioned in the e-publish notice. online bid submission is not applicable in this case. While submitting quotation, please note the terms & conditions mentioned below:

Sl. No.	Description	Qty.
Annual Maintenance Contract (AMC) of the following Equipment:		
1	<u>STA 449 F5 Jupiter Simultaneous Thermal Analyzer, High Volume TGA/TGA-DSC/DTA Apparatus:</u> <ul style="list-style-type: none">Model No. & Serial No.: STA 449 F5 Jupiter, QMS (403D)	01 unit



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Number of Preventive calls required: **02 Nos.**

Number of Break Down calls required: **as per its need/as and when required.**

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

(2) The purchase order will be placed on the basis of the PDF prices.

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	As Per CPP Portal
2.	Clarification Start Date	
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

SI 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.	All statutory taxes like TDS, TDS on GST etc. will be deducted from the quoted price. No claim will 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.	Sealed bids are required to be submitted in hard copy by Post/Hand.
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 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 - In Two equal Installment- 1st after completion of Six months of AMC within 30days from the date of receipt of the invoice and 2nd after satisfactory completion of one year of AMC within 30 days from the date of receipt of the invoice dily certify by the concerned user. No other payment terms will be accepted.
18.	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 Government Institution, PSUetc shall be ineligible for participation in the bidding process.
21.	Code of Integrity:



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i) The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement. **Obstructive practice**: materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

Obligations for Proactive disclosures

i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:

Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;

In case of anti-competitive practices, information for further processing may be filled under a signature of the Joint Secretary level officer, with the Competition Commission of India;

Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible. Annexure-E to be filled up mention bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

Code of integrity for Public Procurement:

The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- 1) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the



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	<p>procurement process or contract execution;</p> <p>ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</p> <p>lii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</p> <p>iii) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>iv) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and</p>
22.	<p>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.</p> <p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>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.</p> <p>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.</p>
23.	<p>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.</p>

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.

Sd/-

Stores and Purchase Officer
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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: _____

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website (s) namely: _____
2. 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 all 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.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public Sector Undertaking.
6. 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 person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an 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

**Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder)**

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document 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 last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal



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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 the manufacturer/Bidder.....

Place :

Date :



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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 authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*



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ANNEXURE VIII

DECLARATION OF ELIGIBILITY

Name of the Contract:

Name and address of

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

Name and address of Tenderer:

Whereas the Tenderer declares in accordance with 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 our property.
- 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:_____