



REQUEST FOR QUOTATION

File No.: PUR/24/AKU/CM/AMC/26-27

Dated: 09.07.2026

From, The Director CSIR-National Metallurgical Laboratory Burma Mines Jamshedpur- 831007	To, M/s. DTS Analytical Instruments LLP, 101, New Udyog Mandir, No.2 Mogul lane, Mahim (West), Mumbai-400016, Maharashtra, India. Phone:- 0222446478 Email: adim@dtsai-india.com
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Sub: AMC OF SPARK EMISSION SPECTROMETER (DRS) MODEL NO.:Q8, MAGELLAN, SL. NO.:1940,

Madam/Sir,

CSIR-NML, Jamshedpur is intended to enter into Annual Maintenance Contract of Spark Emission Spectrometer (DRS) Model No.:Q8, Magellan, SL.No:1940 with you. The AMC shall be effective for one year from the date of Purchase Order.

In this connection you are requested to go through the term and condition carefully and send your quotation for AMC along with the required documents for the following equipment/ Instrument/ Item through NIC's CPP Portal.

Sl. NO.	Description of Material	Quantity
01	AMC of Spark Emission Spectrometer (DRS) Model No.:Q8, Magellan, SL.No.:1940	AMC for one year from the date of Purchase/ Work Order.

Condition of AMC:

1. Type of Maintenance: Non-Comprehensive AMC
2. Visit: (a) 02 Nos. Preventive Maintenance (PM) visit shall be rendered at equally spaced intervals during the AMC Period. (b) 01 Nos. Breakdown visit, as and when required (Must be attended immediately and in any case not more than 05 working days)
3. Job site: CSIR- NML, Burma Mines, Jamshedpur.

Sd/-
(Stores and Purchase Officer)
For and on behalf of CSIR

TERM & CONDITIONS

1. Submission of bid:

- (a) All Bids/Quotations shall be submitted through NIC's CPP Portal.
- (b) Quotation must include details with percentage break ups if any such as service tax etc. as per GST Act (i.e. Basic service charges for AMC and the Service Tax applicable etc. as per GST Act). If AMC is comprehensive in nature, then the taxes applicable in percentage must be mentioned as per GST Act.
- (c) Quotation must be valid for **three months** from the date of quotation. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- (d) **Date of submission: 02 weeks from the date of publication.**

2. Period of AMC:

The AMC shall be valid for **1 (one) year** from the date of issue of offer letter and can be extended if it is felt mutually by the supplier and CSIR-NML, Jamshedpur.

3. Condition of Maintenance:

(a) Schedule of AMC:

Preventive Maintenance visit: 02 Nos.
Breakdown visit: 01 Nos.

(b) Down time Terms:

- (i) No. of preventive maintenance must be equally spaced during the entire period of AMC.
- (ii) On Emergency Breakdown, equipment must be attended immediately not more than five working days. (exclusive of date of intimation from CSIR-NML) failing which LD/ penalty will be incurred.
- (iii) The down time may be added in the AMC period and accordingly, the AMC/ CAMC period shall also stand extended.

4. Delivery Site:

All supplies must be on the basis of Door Delivery. Proper delivery Challans should accompany the goods which must be got entered/endorsed at the NML Main Entrance before producing the goods in Central Stores. Separate Challans and invoices should be prepared against each order. Clubbing of items in one challan/invoice against various orders will not be acceptable. The Challan should contain the information like Order No. & Date; Item Description as per order its value.

5. Warranty:

The supplies and installed spares, if any, must have warranty for at least period of **06 month**. (effective from the date of successful installation and commissioning of the goods)

6. Payment Terms:

- (i) No advance payment shall be made.
- (ii) 50% Payment of the AMC charges will be made after completion of the **First Six months** of the contract period subject to the satisfactory service certificate from the user of the equipment under the AMC contract. **Balance 50 % payment will be made after completion of the AMC contract period** subject to the satisfactory service certificate from the user of the equipment under the AMC contract.
- (iii) Payment shall be made against invoice/ bill **within 30 days** after satisfactory services and duly certified by Indenting Officer.

7. Taxes & Duties:

The GST as applicable shall be payable as per prevailing rule. If items/ service supplied after expiry of the delivery period have been accepted by CSIR-NML/indenter and tax rates have increased on such items, then such increase will not be payable. The other expenditure during the supply of material/ service shall be borne by the supplier only.

8. Loss, Damage & Shortage:

The firm shall be responsible for any loss, damage & shortage during transit. Payment shall be made for materials received in good conditions only. Any damage or shortage noticed on delivery, the same must be replaced within 3-4 weeks after intimation.

9. Short Shipment:

If any short-shipment etc. is noticed, the same will have to be arranged immediately with all charges to this effect to be borne by the supplier/dealer.

10. Extension of time:

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

11. Liquidated Damages:

Timely supply is the essence of the purchase order as our requirements are connected with time targeted research work. Non-compliance with the delivery schedule will leave the Director, CSIR-NML at liberty not to accept the delivery either in part or in full or cancel the purchase

order and, to claim/impose the liquidated damages a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to termination for default.

12. Denial clause:

Since delay in delivery is a default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD). In the denial clause, any increase in statutory duties and/or upward rise in prices or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties and foreign exchange rate.

13. Documents:

A set of following documents should reach us along with the consignment.

(a) Invoice	(b) (Pre-receipted)/Challans
(c) Service Report	(d) Copy of Purchase Order

14. Force Majeure:

1) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

2) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

15. Termination for Default:

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part.

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to an Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following actions:

- (a) The Performance Security is to be forfeited; if applicable.
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

16. Termination for Convenience:

The Purchaser (CSIR-CIMFR), by written notice sent to the Supplier (Service provider), may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (a) To have any portion completed and delivered (services) at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/Services.

17. Settlement of disputes:

i) The Purchaser and the supplier/service provider 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.

(ii) 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/Service Provider 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/service under the Contract.

(iii) 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/service provider 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 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

(b) In the case of a dispute between the purchaser and a Foreign Supplier/service provider, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

(v) Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

18. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved as per above Point (Settlement of Disputes).

19. Notwithstanding the above:

(a) Director, CSIR-NML reserves the right to accept/reject fully or partially any Bid received against this Enquiry without assigning any reason thereof.

(b) Director, CSIR-NML is at the liberty to terminate the AMC at any time without assigning any reason. However, the payment will be made for the period during which services has been provided subject to the certification from the user of CSIR-NML for the equipment under AMC/ CAMC.

20. Requirement of details from Service Providers:

The following details should be provided by Service Provider:

- (a) Channel of registering service request, response time for resolving the request.
- (b) Channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. this would include provision of help lines, complaint registration and escalation procedures.
- (c) Certificate from bidder to the effect that the prices charged by him should not exceed the prevailing rates charged by him from others for similar services. While claiming payment, the AMC holder is also to give a certificate to this effect in his bill.

21. Requirement of documents:

The following records/ document/ declaration shall require to be submitted along with the quotation/ offer:

- (a) Manufacturer's Authorization Form (preferably in prescribed format) (Anx-I)
- (b) Copy of past purchase order/ declaration of price as per prescribed format (application only if past purchase order is not available) (Anx-II)
- (c) Bid Security Declaration (Anx-III)
- (d) Declaration for Code of Integrity and Conflict of Interest (in prescribed format) (Anx-IV)
- (e) Declaration for Make in India orders (in prescribed format) (Anx-V)
- (f) Declaration for Land boarder (in prescribed format) (Anx-VI)
- (g) Declaration of Compliance of bid (as per format) (Anx-VII)

Manufacturers' Authorization Form

(On the letterhead of the manufacturer and should be signed by a person with the proper authority to sign)

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 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]

Model Format for declaration of price
(On Letter Head only)

We certify that the rates quoted by us are the same and not higher than those quoted with other CSIR Labs/Inst. Government, public sector or private organizations.

We further declare that if our quoted price is found higher than those offered to other CSIR Labs/Inst. Government, public sector or private organizations during bid validity period, the quoted price will be automatically reduced to that extent.

Authorized signatory

Name:

Designation:

Contact No:

Email Id:

Other details:

Bid Security 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)

Format for Declaration 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 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

Declaration for Make in India Policy
(On Letter head only)

1. I/We have read and understand the GOI notification no. P-45021/2/2017-PP(BE-II) dated: 16.09.2020 and 19.07.2024 on Make in India policy issued by Ministry of commerce and industry.
2. This is to certify/declare that the quoted items in our submitted pricelist of following brands have minimum local content* of 20% as per above notification.
3. We are not claiming as Local Supplier (Class I/ Class II) by claiming profit, warehousing, marketing, logistics, freight, insurance, installation, commissioning, training and after sales service like AMC/CMC as value addition.
4. We also understand that false declaration will be breach of the code of integrity under Rule-175 (1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years along with such other action as may be permissible under the law.
5. This is also to declare that the details of the location(s) at which the local value addition is made at:
.....
.....
.....”

(Company authorized signatory)

Name and seal:

Designation:

Contact No:

Email Id:

Other Details:

Declaration regarding Land Border Sharing Countries
(On Letter Head only)

I/We have read the tender document no. along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India in accordance with the Govt. of India notification no. 6/18/2019-PPD (Public Procurement No.1) dated: 23.07.2020 and no. 6/18/2019-PPD (Public Procurement No.2) dated: 23.07.2020 by Ministry of Finance. Accordingly, I hereby certify that

“this bidder is not from such a country and is eligible to be considered”	
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Or

“this bidder is from such a country but is registered with the competent authority and the related document is attached and thus eligible to be considered”	
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Or

“this bidder is from such a country but to this country, Govt. of India extended lines of credit notified by Ministry of External Affairs and the related document is attached and thus eligible to be considered”	
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[Write ‘Yes’ in the appropriate box]

(Bidder for the purpose of this order (including the term ‘tenderer’, ‘consultant’, ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders started herein before, including any agency, branch or office controlled by such persons, participating in a procurement process.)

Authorized signatory

Name:

Designation:

Contact No:

Email Id:

Other details:

Model Format for declaration of Compliance of bid
(On Letter Head only)

We declare that we:

- (1) unconditionally accept the terms and conditions of the bid.
- (2) accept the payment terms as mentioned in bid.
- (3) confirm the period of delivery and installation & commissioning as required in bid.
- (4) comply with the bid validity period.
- (5) submit past purchase order of the same/ similar product of last 5 years or declaration of price as per prescribed format (*application only if past purchase order is not available*)

Authorized signatory

Name:

Designation:

Contact No:

Email Id:

Other details: