



सीएसआईआर- राष्ट्रीय धातुकर्म प्रयोगशाला  
CSIR - National Metallurgical Laboratory  
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## **REQUEST FOR QUOTATION**

Enquiry No. PUR/1006/MGW/RK/OTHER/2025-26

**Dated:** 16.02.2026

From, Director CSIR-National Metallurgical Laboratory Burma Mines Jamshedpur- 831007	To, M/s. Metal Power Analytical India Private Limited, 87, Metal Power House, Plot No. 14, Marol Co-operative Industrial Estate, Andheri East, Mumbai – 400059 . Bharat ( India). Tel: +91 9362246622 Email: <a href="mailto:rdsuresh@metalpower.net">rdsuresh@metalpower.net</a>
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### **Sub: Seeking quotation for Calibration of MSA GasGuard XL Sensor System of HDPS**

Dear Sir/Madam,

CSIR-NML, Jamshedpur is intended to procure the following items from you. In this connection, you are requested to go through the term and condition carefully and send your quotation along with the required documents for the following Items through NIC's CPPP Portal/[mail at spo.nml@csir.res.in](mailto:spo.nml@csir.res.in) and [naveen.ks@csir.res.in](mailto:naveen.ks@csir.res.in) on/ before .....

SI NO	Description of Material	Quantity
01	<b>Calibration of MSA GasGuard XL Sensor System of HDPS</b> [ SL NO:..... Model No: HDPS-AV ]	01 No.

The above request for quotation shall be governed by the General Condition of Contract (GCC) read with the relevant Special Conditions of Contract (SCC) (if, any) as stipulated in CSIR-NML Tender Document which is appended herewith.

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/~~mail to~~ [spo.nml@csir.res.in](mailto:spo.nml@csir.res.in) and [naveen.ks@csir.res.in](mailto:naveen.ks@csir.res.in).
- (b) The item serial numbers of our enquiry letter against the names of respective item quoted by you or quote in the same order as mentioned above.
- (c) Quotation must include details items should be given with the name of manufacturers. Offer of stores vaguely described or incomplete offers are liable to be ignored. Literature/Pamphlets of the quoted item/model should also be enclosed with the quotation.
- (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) Bidder must provide past purchase orders placed on them by various organizations for similar items or the price list. Copy of past purchase orders provided by your organization will be kept confidential and it will be used by the Decision-Making Committee of CSIR-NML for arriving at a proper decision only.

### **2. Delivery & Delivery Location: -**

All supplies must be on the basis of Door Delivery basis within 90 days of issue of purchase order. The installation shall require to be completed within 10 days of 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.

### **3. Warranty of spares: -**

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

### **4. Payment Terms -**

- (i) No advance payment shall be made.
- (ii) 100 % payment after complete delivery and successful calibration of sensor and acceptance of the goods by the user.
- (iii) Part Supplies shall be avoided. If due to unavoidable reasons part supply is made, payment shall be processed after completion of full supply only.
- (iv) Payment shall be made against invoice/ bill within 30 days after satisfactory services and duly certified by Indenting Officer.

### **5. 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 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.

### **6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. Option Clause: -**

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

**11. 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.

**12. Documents: -**

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

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

### **13. 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.

### **14. 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 action: -

(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.

### **15. Termination for Convenience: -**

The Purchaser (CSIR-NML), 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.

### **16. 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.

#### **17. 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).

#### **18. Notwithstanding the above: -**

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

#### **19. 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/Instt, Government, public sector or private organizations.

We further declare that if our quoted price is found higher than those offered to other CSIR Labs/Instt, 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: