



CSIR-CMERI

TENDER DOCUMENT

No.PUR/11/EM&TRG/PK/PAC/2025-26

Date:23.06.2025

To
M/s. NETZSCH Technologies India Pvt. Ltd.
 "Unipunch Crown" Building, Wing L1&L2,
 4th Floor, No.40, 2nd Main Road, Sai Nagar,
 Ambattur Industrial Estate, Chennai 600058
 Email: sagar.nayak@netzsch.com
 Phone No.: 044 42965111

Sub.	Repairing of LFA 467 Hyper Flash Diffusivity Testing Apparatus (Make: NETZSCH, Germany, Model: LFA 467, Sr. No.: LFA46700B-0449-L) including the replacement of capacitor bank and other necessary accessories.
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Dear Sirs,

Please send your quotation for Procurement of below mentioned items through NIC's CPP Portal.

SL. NO.	Description of item/equipment including detailed specifications and summary of its functions	Quantity Required
1.	Repairing of LFA 467 Hyper Flash Diffusivity Testing Apparatus (Make: NETZSCH, Germany, Model: LFA 467, Sr. No.: LFA46700B-0449-L) including the replacement of capacitor bank and other necessary accessories.	01 Set.

TERMS AND CONDITIONS

1. PRICES:

1.1. For Goods manufactured and Supplied from within India:

Prices shall be offered with the following break-up:

Basic Price /Ex Works	
Packing & Forwarding	
GST	
Freight, Insurance and any other charges incidental to delivery of Goods at CSIR-CMERI, Durgapur	
Charges for Installation, Commissioning and Training if applicable	
Charges for Warranty Support	

1.2. For Goods manufactured and Supplied from outside India:

Prices shall be offered with the following break -up:

Ex Works Price [inclusive of packing]	
Inland Freight and Insurance till airport of dispatch	
Freight And Insurance for transportation of the Goods from Port of Dispatch to Port of destination	
Charges for Installation, Commissioning and Training ifApplicable	
Charges for warranty support	

- 1.3. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.
- 1.4. The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.5. Customs Duty for Goods imported for Scientific Purpose, is paid by this Institute at a concessional rate vide Govt. of India Notification no. 51/96-Customs dated 22/07/1996.
- 1.6. CSIR-CMERI will not issue any exemption certificates (Customs Duty) for intermediate goods, raw materials etc. that go into production of the equipment/item offered by the bidder.

2. PAYMENT

2.1. *For Supplies made from within India:*

- 2.1.1. Payment will be made within 30 days after delivery and acceptance of ordered goods to the complete satisfaction of the User Division of CSIR-CMERI and completion of other contractual obligations against submission of pre-receipted bills duly supported with delivery challans, other necessary documents etc. Payment will be made by e-payment mode only.

2.2. *For Supplies made from outside India:*

- 2.2.1. 100% by Wire Transfer within 30 days of receipt and acceptance of all the ordered items by the User Division.

OR

- 2.2.2. An irrevocable Letter of Credit [L/C] shall be opened in favor of the overseas vendor. In case the L/C is required to be confirmed, confirmation charges shall have to be borne by the vendor. The payment will be released in the following two stages:

Stage I: 80% payment shall be made against presentation of shipping documents as stipulated in the L/C.

Stage II: Balance payment shall be made against presentation of Certificate issued by this Institute [CSIR-CMERI], evidencing that the ordered goods have been installed and commissioned to the complete satisfaction of the User Division of CSIR-CMERI and all other contractual obligations have been fulfilled by the vendor.

- 2.2.3. All bank charges within India shall be borne by CSIR-CMERI and all bank charges outside India shall be borne by vendor.

3. DELIVERY

- 3.1. The goods / equipment is required to be delivered within 60 days and the exact delivery time required from the date of receipt of L/C or Purchase Order may be indicated in the bid. If the supplier fails to deliver the ordered material(s) within the delivery schedule as agreed upon, a sum equivalent to 0.5 per cent of the order value for each week of delay or part thereof until actual delivery, will be deducted from the order value as liquidated damages, subject to a maximum deduction of 10 (ten) per cent of the order value. And, on attainment of maximum, termination of the contract may be considered by CSIR-CMERI.

4. RISK PURCHASE

- 4.1. If the supplier fails to deliver the ordered material(s) within the maximum delivery period specified in the purchase order, CSIR-CMERI may procure such item(s) and in such a manner as deemed appropriate, goods or services similar to those undelivered and the supplier will be liable to the institute for any excess costs for such similar goods or services.

5. INDIAN AGENT

- 5.1. Foreign bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.
- 5.2. In case an Indian Agent is directly submitting a bid on behalf of its Principals, a copy of the Authorization Certificate issued by the Principals (MAF) in favor of the Indian agent should be furnished along with a copy of the Agency Agreement (Between the Principal and the Indian agent). Both these certificates should be up-to-date and valid.
- 5.3. Agency Commission, if any, payable to the Indian agent will be released within 60 (sixty) days of completion of installation and commissioning of the equipment to the entire satisfaction of the buyer. For determining the value of agency commission, exchange rate of foreign currency prevailing on the date of negotiation of documents, will be taken into consideration.
- 5.4. In a tender either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 5.5. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

6. INSTALLATION/COMMISSIONING

- 6.1 Installation & Commissioning will be done by Supplier at CSIR-CMERI Durgapur at no additional cost.

7. WARRANTY/AMC

- 7.1 The equipment should be functional for at least 6 months from the date of acceptance.

8. COUNTRY OF ORIGIN

- 8.1 Tenderer should mention the country of origin and the country from which goods will be finally shipped, for these particulars are essential for establishment of L/C, arranging insurance etc. Certificate of Origin issued by the Local Chamber of Commerce shall be required to be submitted at the time of negotiating the L/Credit, in case payment is made by L/Credit.

9. VALIDITY OF BIDS

- 9.1 The offer should be valid for at least 180 days from the date of the quotation.

10. Performance Security

Not Required.

11. LIST OF PURCHASERS

- 11.1 Please indicate names and addresses of organizations to whom you have supplied identical or similar type of equipment during the last 3 years along with the details of such supplies and prices eventually or finally paid.

12. SETTLEMENT OF DISPUTES AND ARBITRATION

- 12.1. 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 Purchase Order / 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.
- 12.2. Disputes or differences 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 the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi, India. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- 12.3. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of Clause 11.2. 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 laws).
- 12.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 12.5. 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.

13. BID SECURING DECLARATION

- 13.1 Bid Securing Declaration to be provided by bidder.

14. PRICE REASONABILITY

- 14.1 Certificate for reasonability of price must be provided by the Supplier mentioning that the rates quoted by the Supplier are not higher than those quoted with other CSIR Labs/Instt, Government, public sector or private organizations).

Yours faithfully

Anand Bhatia
25.06.25

Stores & Purchase Officer
For & On Behalf of CSIR, New Delhi
E-mail: pur@cmeri.res.in

Standard Forms

(To be enclosed as indicated below)

SL. No.	Name	Remarks by Bidder Compliance/Documents submitted (Yes or No)
1.	Bidder Information Form (to be enclosed with the technical bid) (Annexure-5C)	
2.	Manufacturers' Authorization Form (to be enclosed with the technical bid) (Annexure-5D)	
3.	Bid Securing Declaration. (to be enclosed with the technical bid) (Annexure-5E)	
4.	Format for declaration by the Bidder for Code of Integrity & conflict of Interest. (to be enclosed with the technical bid) (Annexure-5F)	
5.	Price Schedule form for goods being offered from India or For goods manufactured Abroad but quoted in INR (to be enclosed with the price bid) (Annexure-5G)	
6.	Format of Certificate of compliance to MoF, DOE Order No. 6/18/2019- PPD dated 23rd July, 2020 (to be enclosed with the technical bid, if required as per Clause 1.46 of ITB) (to be enclosed with the technical bid) (Annexure-5H)	
7.	Formate for Self-declaration by the Bidder for local content (%) (Annexure-5I)	
8.	Bid form (Annexure-5J)	
9.	Quoted Rate Certificate (to be enclosed with the price bid) (Annexure-5K)	
10.	Checklist (Annexure-5L)	

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 _____

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]

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)

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Tender Ref. No: _____

Date _____

To,
The Director,
CSIR - Central Mechanical Engineering Research Institute,
Mahatma Gandhi Avenue,
Durgapur - 713209, West Bengal, INDIA

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement 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

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____
Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	11	13
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (Without GST)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (Without GST) 5x6	Packing & forwarding up to station of dispatch, If any (Without GST)	Charges for inland transportation, insurance up to Lab. / Instt. by air/road/rail (retain one only) (Without GST)	Installation, Commissioning and training charges, if any (Without GST)	Total Price (Without GST)	GST & other taxes payable, if contract is awarded	Total Price (With GST)

Note:

- (a) The cost of optional items, if any, shall be indicated separately
(b) Cost of Spares, if any

Total Bid price in Indian currency _____
in words _____
Signature of Bidder _____
Name _____
Business Address _____

Certificate of compliance to MoF, DOE Order No. 6/18/2019-PPD dated 23rd July, 2020

(Refer to ITB Clause 1.46)

CERTIFICATE

With reference to CSIR-CMERI tender Enquiry bearing no. _____
Dated _____ it is certified that:

We have read clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; We certify that the bidder is not from such a country or if from a such a country, has been registered with the Competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the Competent Authority has been attached with the bid. I hereby certify that this bidder fulfil all requirements in this regard and is eligible to be considered. (As per requirements under P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)

- (I) Country of Origin of the Offered item _____.
- (II) Manufacturer of the offered Item _____.
- (III) Complete Address of the manufacturer of the offered item _____.

If the Country of Origin of the offered item pertained to such Country which shares the Land Border with India will not be accepted.

For and behalf of M/s _____
[Seal of the firm]

Place: _____

Date: _____

N.B –In case of partnership or consortium this form needs to be filled by each partner separately.

Format for Self - declaration by the Bidder for local content (%)
[For the tenders below Rupees 10 crores]
(on letter head)

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

I _____ S.o, D/o, W/o _____ Resident of _____ Date: _____ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification-Public Procurement (Preference to Make in India) Order 2017 dt. 15th June, 2017, its revision dated 04th June, 2020 and its subsequent amendments.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value- addition norms, based on the assessment of an authority so nominated or the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-E.E.-II dated 15.06.2017, its revision dated 04th June, 2020 and its subsequent amendments.

I agree to maintain the following information in the Company record for a period of 3 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

1.	Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity, Place of value addition)	
2	Date of which this certificate is issued	
3	R&D Equipment for which the certificate is produced	
4	Procuring entity to whom the certificate is furnished	
5	A. Percentage of local content claimed	
	B. The basis of such claim.	
6	Name and contact details of the unit of the manufacturer	

I/We do hereby declare that as per the order no. P-45021/2/2017-PP (BE-II) dated 04 June 2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. Of India, We are _____ (Class-I/Class-II) Supplier.

I am aware that

- As per OM no. No. P-45021/102/2019-PP(BE-II) (E-29930) Dated 26.11.2020, Ministry of Commerce and Industry, Government of India, that bidders offering imported products will fall under the category of Non-local suppliers. Further, Ministry of Finance, Department of Expenditure vide its note dated 26.11.2020 have clarified that suppliers/ bidders cannot claim themselves as Class-I local supplier/class-II local supplier by claiming profit, warehousing, marketing, logistics, freight, etc. as local value addition.

2. As per MOF, DOE OM NO. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 have clarified that suppliers/ bidders cannot claim themselves as Class-I local supplier/class-II local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/ CMC, etc. as local value addition.

I/WE CERTIFY THAT ALL INFORMATION FURNISHED BY THE OUR FIRM IS TRUE & CORRECT AND IN THE EVENT THAT THE INFORMATION IS FOUND TO BE A FALSE DECLARATION IT WILL BE A BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1)(i)(h) OF THE GENERAL FINANCIAL RULES AS PER WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151(iii) OF THE GENERAL FINANCIL RULES ALONG WITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

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

BID FORM

(to be submitted on the official Letterhead of the Bidder)

Tender Reference _____

The Director,
CSIR-Central Mechanical Engineering Research
Institute Mahatma Gandhi Avenue, Durgapur -
713209, West Bengal

Sir,

Having examined the Tender Document, the receipt of which is hereby duly acknowledged. I/We agree to furnish required supplies/services in conformity with the terms and conditions and other requirements detailed in the said Tender Document at the prices given in the Price Bid on receipt of order for the same.

I/We agree to hold this offer open until _____ and to supply, [install and commission the equipment, wherever applicable) and complete the whole of the work and hand over to the Purchaser within the period of _____ weeks, from the date of receipt of intimation from you regarding acceptance of our e- Bid/receipt of your Purchase Order.

I/We agree to submit the Bank Guarantee [wherever applicable) as specified in the form prescribed by your goodself for the due performance of the contract, if our e-Bid is accepted.

I/we understand that you are not bound to accept the lowest or any bid you may receipt

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. In the event of any false declaration in this regard, I understand it would be aground for immediate termination and further legal action in accordance with law.

Signature of Bidder With office stamp Name &
Address

Telephone No.:

Fax No.:

E-mail ID:

Name & Designation of the contract Person:

Quoted Rate Certificate

(On the Letter Head of the Bidder)

Tender Ref. No: _____

Date _____

Bid ref. No. _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender Ref. No. _____ dated _____

I/We hereby declare the "the rates quoted by us (Name of the firm) are the same and not higher than those quoted with other CSIR Labs/Instt, Government, public sector or private organizations".

Yours sincerely

Signature

Name

Designation.....

Name of the firm.....

Date

(SEAL AND STAMP)

Checklist

SL. No.	Details/documents	Submitted /Accepted (Yes/No)	Remarks
1.	Make & Model of the quoted items: Repairing of LFA 467 Hyper Flash Diffusivity Testing Apparatus (Make: NETZSCH, Germany, Model: LFA 467, Sr. No.: LFA46700B-0449-L) including the replacement of capacitor bank and other necessary accessories		
2.	Catalogue of the quoted model: Repairing of LFA 467 Hyper Flash Diffusivity Testing Apparatus (Make: NETZSCH, Germany, Model: LFA 467, Sr. No.: LFA46700B-0449-L) including the replacement of capacitor bank and other necessary accessories		
3.	Manufacturer Authorization Form/OEM declaration for the items mentioned in description of items.		
4.	Validity of Bid (180 days)		
5.	IT Return Copy/Acknowledgement copy		
6.	Allied Technical details form		
7.	Price Schedule (price Bid)		
8.	Insurance of the quoted item to be done by the supplier		
9.	Delivery period of the item from the date of issue of purchase order		
10.	Bid Security Declaration		
11.	Payment terms		
12.	Country of Origin of the quoted items		
13.	Year and Month of Manufacture of the quoted items		
14.	Land Border Certificate (As per Annexure-5T)		
15.	Rate Quoted Certificate (As per Annexure-5W)		
16.	All Applicable forms duly filled, signed & stamped.		

Signature

Name

Designation.....

Name of the firm.....

Date