



सी एस आई आर - केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान  
**CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE**  
 (सी.एस.आई.आर.का एक संघटक संस्थापन, भारत सरकार) (A Constituent Establishment of CSIR, Govt. Of India)  
 महात्मा गांधी एवेन्यू,  
 दुर्गापुर - 713209, भारत



Mahatma Gandhi Avenue  
 Durgapur - 713209, India

**CSIR-CMERI**

*TENDER DOCUMENT*

No. PUR/41/ERTG/PK/AMC/2024-2025

Date: 10.06.2024

From: The Director  
 CSIR-CMERI, Durgapur

To  
**M/s. NETZSCH TECHNOLOGIES INDIA PVT LTD.**  
 39, 2<sup>ND</sup> Street, Spartan Nagar, Mogappair,  
 Chennai-600 037, INDIA.  
 Email: [anup.tripathi@netzsch.com](mailto:anup.tripathi@netzsch.com)

Due Date	As per NIC CPP Portal
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Mobile No. 044-42965111

REQUEST FOR QUOTATION

DEAR SIR,

Please send your quotation for ANNUAL MAINTENANCE CONTRACT (AMC) for the following Equipment/ Instrument/ Item through NIC's CPP Portal.

Sl. No.	Description of Materials	Quantity
01	Non-Comprehensive AMC of Thermo Gravimetric analyzer (TGA) Model: TGA 209F3, SI No. 220-20-0504-L to be effective for one year from the date of AMC/Work Order.	01 job
1. Type of Maintenance: Non-Comprehensive AMC 2. Visits: 02 nos. of regular maintenance visit and 01 no of breakdown visit when required. Breakdown visit to be attended with 05 working days. 3. Nature of AMC: Comprehensive AMC 4. Job Site: CSIR-CMERI, Durgapur 5. Scope of Work: Routine Maintenance and calibration of equipment and calibration of doubts, recommendation of spare. • Installation/replacement of any spare will be done free of cost if spares are ordered and delivered on chargeable basis during the AMC period. This clause will be applicable only in case of a non-comprehensive maintenance service plan. • On emergency breakdown, equipment must be attended immediately and in any case not more than five working days (exclusive of date of intimation from CSIR-CMERI) failing which liquidated damage/penalty will be incurred@0.5% of the contract value for each week or part there of delay up to maximum of 10% of the order value. • GST No. of CSIR-CMERI: 19AAATC2716R2ZB • Service provider other than the manufacture will submit the valid Manufacturer's Authorization		

issued by the principal company along with offer/quotation. The authorization certificate should bear the complete name, designation, address, e-mail ID and phone number of the person/official under whose signature the authorization is being issued. Further, the authorization certificate should confirm that the service provider/bidder has all the necessary technical expertise, qualified and trained manpower, all tools and instruments etc. that would be required to render effective and efficient maintenance coverage for the equipment in question.

Terms & condition as overleaf:-

(Please go through the terms & conditions carefully before submitting the quotation especially payment terms at Point No. 5. Conditional offer will not be accepted).

**TERMS & CONDITIONS**

1. All Bids/ Quotations shall be submitted through NIC'S CPP Portal.
2. 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 GST Act.
3. Taxes on Goods and Services: The rate of Taxes in terms of Percentage must be clearly indicated wherever chargeable as per GST Act.
4. 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.
5. **Payment terms:-**
  - i) No advance payment will be made.
  - ii) Advance payment maximum for 6 months can be accepted against submission of the Performance Bank Guarantee (PBG) for the equivalent amount in the format to be provided by CSIR-CMERI.
  - iii) Payment against Invoice/ Bill within 30 days after satisfactory services at CSIR-CMERI.
  - iv) We may accept the payment terms pertaining to AMC in two half yearly equal installments as follows:-
    - a) 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.
    - b) 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.
  - v) We may also accept the payment terms in quarterly equal installment basis subject to the satisfactory service certificate from the user of the equipment.
  - vi) Following information should be reflected in the Invoice/Bill for making payments through e-mode:-
    - a) 11 Digit core Banking Account Number
    - b) Type of Account (Saving/ current)
    - c) Type of Account Holder
    - d) Name of Bank & Branch
    - e) IFSC Code No.
    - f) MICR No.



j) For making payments please submit your pre-receipted over a revenue stamp of Rs. 1/-. The period of AMC and the period of claim should be clearly mentioned in the invoices.

viii) The Income Tax to be deducted at source (if any) may please be reflected in your invoice along with your Pan Number. CSIR-CMERI will deduct Income Tax at source as per Govt. norms/regulations/directives without any prior intimation at the time of making payment to the vendors.

ix) The copies of service reports of preventive / emergency services duly signed by the user should be submitted to the Stores & Purchase Division along with the invoices while submitted for payment. Service Providers are requested to keep such records/ documents with the signature of the user of the equipments under AMC. **The Supplier must provide a copy of 'certified(by our user) service report' to the Purchase Section at the time of P.M./Breakdown visit at CSIR-CMERI (on the same day) else the same provided later on will not be accepted for payment.**

x) GST-TDS will be applicable as per GST Rules.

6. (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 four working days (exclusive of date of intimation from CMERI) failing which liquidated damage / penalty will be incurred as indicated in this tender enquiry.

(iii) Down time should not be more than four days (exclusive of date of intimation from CMERI).

(iv) The down time may be added in the AMC period and accordingly, the AMC duration shall also stand extended.

7. (i) The parts, replaced on chargeable basis should be returned to the stores, CSIR-CMERI in case of non-comprehensive AMC.

(ii) Any spares and consumables required has to be provided by the contract holder i.e. CSIR-CMERI to be replaced on chargeable basis in case of non-comprehensive AMC.

8. Right to Information Act 2005: The tenderer may indicate if any information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of your company.

9. Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

10. Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

#### **11. Settlement of Disputes :**

(i) 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.

(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 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.

(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 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 modification or re-enactments thereof shall apply to the arbitration proceedings. In the event of any question/dispute/difference arising under the agreement, the same shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi for appointment of arbitrator to adjudicate the dispute. The award of the arbitrator shall be final and binding on the parties. The arbitrator may give interim award(s) and/or directions, as may be provided. Subject to the aforesaid provision, the Arbitration and Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceeding under this clause.

(b) 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 sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provision 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 to the Supplier.

## **12. Debarring the firms from business:**

The process of debarring the firm would be initiated in the below mentioned cases subject to the recommendation of the decision making committee and Director, CSIR-CMERI. The condition for debarring the firm are:

(Supply means:- Services to be provided under the terms & condition of AMC)

(Purchase Order means: AMC Contract issued by CSIR-CMERI and entered with the service provider).

- i. Not supplying the services/materials as mentioned in the Purchase Order.
- ii. Not fulfilling the contractual obligations as per terms & conditions of the Purchase Order.
- iii. Not able to provide the required spares during the contract period of AMC or the period as specified in the vendors quotation "or" in the tender enquiry "or" Purchase Order of the buyer at the time of the procurement of the equipment from OEM.
- iv. Repeated failures for keeping the equipment functional.
- v. Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions and recorded by CSIR-CMERI during the AMC period and specified above in Point no. 14 (iii)/during the life cycle of the equipment.



In case it is proved that the services being provided to CSIR-CMERI has been sub-letted to some other vendor.

### 13. Termination for Insolvency:-

The Purchaser (CSIR-CMERI) may at any time terminate the Contract by giving written notice to the Supplier (Service Provider), if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

### 14. Termination for Convenience :-

(i) The Purchaser (CSIR-CMERI) 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.

15. **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 Point No. 13 (settlement of disputes)

### 16. Notice

(i) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e- mail or and confirmed in writing to the other part's address specified in the Purchase Order/Contract.

(ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17. Code of Integrity and Conflict of Interest: the firm and the procuring entity should observe the highest standard of ethics and should not indulge in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Coercive Practice, Conflict of Interest, Obstructive Practice. **The firm has to provide "Format for declaration by the Bidder for Code of Integrity & Conflict of Interest "duly filled and signed."**

### 18. Notwithstanding the above:-

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

(b) Director, CSIR-CMERI 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-CMERI for the equipment under AMC.

19. In pursuance of the OM bearing No. F. N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div, Department of Expenditure, Ministry of Finance, Govt. of India regarding restrictions on procurement from a bidder of a country which shares a land border with India, firms are required to submit the " Certificate as per format (Annexure-XXI)" as mandatory eligibility criteria for acceptance of their offers. **If this certificate is not provided by the firm then their offer will be rejected.** No such certificate from the firm will be accepted after opening of the bids.

**Clauses:-**

(i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender/enquiry only if the bidder is registered with the Competent Authority.

(ii) "Bidder (including the term 'tenderer', 'consultant' 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 stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(iii) "Bidder from a country which shares a land border with India" for the purpose of this Order (i.e. OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India) means –

- a. An entity incorporated, established or registered in such a country ; or
- b. A subsidiary of an entity incorporated, established or registered in such a country : or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(iv) The Beneficial Owner for the purpose of (III) above will be as under :

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person(s), has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest "means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.



5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

(v) An agent is a person employed to do any act for another, or to represent another in dealings with third person.

(vi) The successful bidder shall not be allowed to sub-contract the Purchase Order (in full or in part) or any work/services mentioned in the contract/Purchase Order to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

20. In pursuance of the OM bearing No. P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June, 2020 and again on 16<sup>th</sup> September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India, it is hereby intimated that only Class I and Class II local suppliers are eligible to bid. In this context, all participating firms are requested to provide enclosed form duly filled and signed. No such self-certification/declaration from the firm will be accepted after opening of the bids.

Minimum Local Content: The 'local content' requirement to categorize a supplier as Class I local supplier is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the minimum local content requirement for Class I local supplier/Class II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

In pursuance of the OM bearing No. P-45021/102/2019-PP(BE-II)(E-29930) dated 26.11.2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India, bidders offering imported products will fall under the category of Non-Local Supplier and they can't claim themselves as Class-I local supplier / Class II local supplier by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.

21. i) The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

ii) 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.

Yours faithfully,



Stores & Purchase Officer  
CSIR-CMERI, Durgapur  
E-mail : pur@cmeri.res.in

