



CSIR- Indian Institute of Integrative Medicine
(Formerly known as Regional Research Laboratory)

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Tender No: 91(583)-2021-RC Dated 18 September 2021

TENDER DOCUMENT

FOR

**THE CONCLUSION OF ANNUAL RATE CONTRACT FOR REFILLING OF HIGH
PURITY GASES FOR THE YEAR 2021-2022**

INVITATION FOR BIDS / NIT

01. Director, CSIR- Indian Institute of Integrative Medicine, Jammu, invites e-bids for entering into Annual Rate Contract for one year for the supply of following High Purity Grade gases from manufacturers, their authorized distributors and Authorized stockiest / Authorized Dealers etc. through etenders.gov.in portal.

Sl..No.	Tender No.	Description of items	Quantity	Single/ Double bid	Bid Security (EMD) (in Indian Rupees)
1.	91(583)-2021-RC Dated 18 th September, 2021	Annual Rate Contract For Refilling of High Purity Gases.	–	Single	Bid Securing Declaration to be submitted instead of submission of EMD

It may be noted that the Rate Contract shall be concluded on a ***fixed price basis*** which would be valid during the currency of the contract without any firm commitment on our part for assuring any minimum quantum of business. We are inviting rate contract proposals for the following High Purity Gases.

S.No.	Description of Material	Qty.
1.	Nitrogen Gas-Zero Grade, Purity of 99.999%	62 Cylinders
2.	Argon Gas- Zero Grade, Purity of 99.999%	65 Cylinders
3.	Oxygen Gas- Zero Grade, Purity of 99.999%	10 Cylinders
4.	Hydrogen Gas- Zero Grade, Purity of 99.999%	05 Cylinders
5.	Helium Gas Zero Grade, Purity of 99.999%	20 Cylinders
Supply will be in batches as per the requirement throughout the year		

The Rate Contract shall be valid till 30.06.2022.

02. The Director, CSIR- **Indian Institute of Integrative Medicine, Jammu** reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	18-09-2021 03.00 PM
2.	Sale/document Download Start Date & Time	18-09-2021 03.00 PM
3.	Last Date & time for receipt of queries	22-09-2021 03.00 PM
4.	Pre-bid Conference, if any	NA
5.	Bid Submission Start Date & time	18-09-2021 03.00 PM
6.	Bid Submission End Date & Time	28-09-2021 03.00 PM
7.	Bid Opening Date & Time	29-09-2021 03.00 PM

Chapter - I

Terms & Conditions:

I. Price

- 1.1.1 The Tenderer's are requested to submit their offer on their own letter head, neatly typewritten without any overwriting. The bidder must undertake that the prices mentioned in their pricelist are valid till end of the Rate Contract (RC) period without any hike. However, in the event of any decrease in the prices the same should be notified to us. Alongside, if any special promotional marketing scheme(s) is/are launched, the same must be made available to CSIR-IIIM, Jammu. However, CSIR-IIIM will have the right to avail the offer or not.
- 1.1.2 The bidder should ensure that the prices quoted are **FOR, CSIR-IIIM, Jammu**, basis, including its packing, forwarding and unloading at CSIR-IIIM as per the purchase order and inclusive of all taxes and duties. If Ex-works/godown prices are quoted then, packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately.
- 1.1.3 Vague terms like "Packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. Such tender shall be treated as incomplete and rejected.
- 1.1.4 The prices are fixed during the currency of RC and the end users of the institute shall procure the rate contract item(s) through cash or emergency basis in view of any urgency. In such cases, the bidder is not permitted to charge higher prices than the prices approved under the RC. In case if it is found that the bidder is charging lesser prices than the prices agreed under the rate contract, the prices shall be modified suitably without any intimation to the bidder.
- 1.1.5 The bidder must provide a certificate of accepting the Fall clause.

II. Eligibility Criteria

- 1.2.1 The bidder must have supplied the Gases under consideration to any government establishment (kindly furnish relevant purchase order(s) copy).
- 1.2.2 The Bidder should submit the Test Certificate of Gases along with the supply.
- 1.2.3 As per Govt. of India procurement policies,

- a. **Only class-I Local Supplier and class-II Local Supplier defined under the Department of Promotion of Industry and Internal Trade (DPIIT) order date 4th June, 2020 shall be eligible to participate.**
- b. The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is in the range of more than Rs 5.00 lakhs and up to Rs. 200.00 lakhs.
- c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 29.05.2019 or by the competent Ministries/Departments in pursuance of this order.

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender 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 juridical 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 means:-
 - a. An entity incorporated, established or registered in a such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in a such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in a such a country; or
 - d. An entity whose beneficial owner is suited in a 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 juridical person, 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 or 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 trustees, 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. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority

1.2.4 Only one manufacturer or its authorized dealer can quote. If both Manufacturer and dealer quotes for the same tender, both their tenders will be rejected.

1.2.5 Bidder should provide his Manufacturer's Authorization Certificate from a particular OEM to bid for this Annual Rate Contract Tender from OEM's Head office. Bidders submitting authorizations from regional offices/ managers will not be eligible.

The Director, CSIR-IIIM reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof.

III. Purchase Orders under the rate Contract

- 1.3.1 Bidders may note that mere conclusion of rate contract does not guarantee placement of purchase orders, rather the orders shall be placed based upon the demand from the users.
- 1.3.2 Purchase Orders placed till the last working day of the rate contract should be honored and executed under the rate contract without any need for extension of the rate contract.

IV. Product Quality

1.4.1 The manufacturer/bidder should give an undertaking stating that the products they are offering are of highest quality. In case it is found that the product is spurious, the bidder shall be put on Holiday listing (temporary debarment or suspension)/Removal from list of registered vendors for a period of time as per Clause 3.7 of the CSIR Manual on Procurement of Goods 2019 and as specified by the decision making committee and competent authority of CSIR-IIIM. The manufacturer/bidder also undertakes that they are solely responsible in case of any discrepancies noticed during the supply with regard to the quality, quantity, packages, leakages, short supplies, damages and the same shall be replaced at free of cost. It is also noted that:

Certificate of purity and pressure should be given along with the supply.

If it is found that the required purity and pressure is below the declared level, supplier will supply the gas free of cost including to & fro transportation cost without delay.

V. Delivery

- 1.5.1 The ordered items must be delivered at CSIR-IIIM unless otherwise specified in the purchase order within a period of 4 Weeks from the date of issue of purchase order. Supplies are normally accepted on all working days from 10:30 AM to 5:00 PM except on Saturday, Sunday and other public holidays.
- 1.5.2 A penalty of 0.5 (point five) percent per week of delay subject to a maximum of 10(ten) percent shall be levied in cases where ordered goods are delayed beyond the scheduled delivery period.

VI. Payment

- 1.6.1 100% payment for the supply of materials shall be made on bill basis normally within 30 days against delivery after the same are checked and found that the item(s) is/are in order by the end user and on receipt of a certificate from the CSIR-IIIM's end user. The bidder has to submit a pre- receipted bill in triplicate duly stamped along with a certificate mentioned below the details of their bank account for this purpose-

The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.

- 1.6.2 No payment shall be made for part supplies under normal circumstances. CSIR-IIIM reserves the right to cancel the purchase order in case the full supply is not effected within the delivery

schedule mentioned in Para 1.5.1 above. No payment shall be processed if the firm has delivered goods beyond the allowable delivery schedule as mentioned in Para 1.5.1 or in P.O., whichever is later.

- 1.6.3 It is informed with reference to imports that CSIR- IIIM is eligible for the levy of concessional customs duty as per GOI notifications Nos. 43/17 Customs, dt. 30/6/20-17, 10/2018, Integrated Tax, dt. 25/01/2018, 45/17, Union Territory Tax dt. 14/11/2017, 09/2018 Central Tax Dt. 25/01/2018 and 51/96 - Customs dt. 23/7/1996 and the DSIR letter No. TU/V/RG-CDE (63)2017, dt. 24/8/2016.
- 1.6.4 CSIR-IIIM is entitled to issue Goods and Service Tax Certificate to obtain concessional tax @ 5% (five) per cent as per Ministry of Finance Notification No. 45/2017 & 47/2017, dated 14th November, 2017 on demand. TDS will be deducted as per extant rules. Hence, rates to be quoted accordingly.

VII. Order amendments

1.7.1 On receipt of the Purchase Order, the Bidder shall check the correctness of the rates, terms and conditions of the Purchase Order. In case of any corrections the same should be brought to the notice of the CSIR-IIIM for the issue of necessary amendment along with the documentary evidence. In case no reply is received from the bidder within *five working days* after the receipt of the Purchase Order, no further amendments shall be allowed on the purchase order and the bidder shall have to supply materials as per the order.

VIII. Fall Clause

- 1.8.1 Fall Clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. This Includes products uploaded by the bidder's authorized dealer on GeM and other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them.
- 1.8.2 The Purchaser will keep special watch on the performance of such rate contract holders who reduce their prices on one pretext or other. If it is found that their performances are not up to the mark, appropriate severe action would be taken against them including deregistering them, suspending business deals with them, debarring them for two years from participating against the tender enquiry floated by CSIR-IIIM.
- 1.8.3 The provisions of fall clause will, however, not apply to the following:
- i) Export/Deemed Export by the supplier;
 - ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;

- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the other CSIR Labs/Instts, Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and Statutory Bodies.

1.84 An undertaking is required to be given by all the manufacturers that the rates offered by them are not more than the rate offered to any other Government agencies/Institution and the discount offered is not less than the discount offered to any other Government agencies/Institution. In case any such discrepancy is noticed they shall refund the difference amount to CSIR-IIIM, Jammu and also rate contract is liable to be cancelled.

IX. Parallel Rate Contract:

- 1.9.1 CSIR-IIIM reserves the right to conclude more than one rate contract for the same Brand/Category and has the option to re-negotiate the price(s) with the rate contract holder(s).
- 1.9.2 Bidders may be called for discussion before the finalization of the rate contract.
- 1.9.3 Notwithstanding anything contained above, preference shall be given to the firms registered under “Make In India”, provided they furnish necessary documents as per the policy of the Government of India.

X. Evaluation of the bids

- 1.10.1 The evaluation of the bids shall be done by a committee who shall scrutinize all the bids received *vis-a-vis* the requirement of CSIR- IIIM and will decide to offer the Rate Contract to the technically suitable bidder
- 1.10.2 The bids which are incomplete, not in conformity with the terms and conditions of the NIT, conditional bids, bids without any Bid Securing Declaration, shall be rejected as non- responsive without any further evaluation.
- 1.10.3 Bids not supported by the eligibility criteria shall be summarily rejected.

XI. Bid Security

- 1.11.1 The bids shall accompany a Bid Securing Declaration as per the format available in the NIT.

Failure to submit the BSD shall render the bid as invalid.

XII. DISPUTE RESOLUTION

- 1.12.1 Notwithstanding any reference to arbitration herein,

- i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- ii) the Purchaser shall pay the Supplier any monies due to the Supplier.

1.12.2 All Disputes will be referred to and adjudicated in Jammu (J&K) jurisdiction only.

XIII. Termination of the contract:

1.13.1 The rate contract can be terminated by either party by giving a notice of 30 days.

1.13.2 Competent Authority, CSIR- IIIM may take a decision to terminate the rate contract in following situations-

- (i.) Supply / delivery of faulty/ spurious material or material non-compliant to the technical specifications as mentioned in the P.O.
- (ii.) Temporary Debarment/ Holiday Listing/ suspension/ removal from the list of registered vendors of the Manufacturer/ supplier by any of the CSIR Laboratories / Government Organizations.

1.13.3 The bidder agrees that all orders placed against the rate contract up to the period of termination shall be executed by them. Failure to comply with the supply may render the party being put on Holiday listing for a period of up to 12 months.

XIV. Code of Integrity

1.14.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

1.14.2 Code of integrity for Public Procurement:

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

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in

execution of the contract;

- iii) **Anti-competitive practice**”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice**”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest**”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice**”: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

1.14.3 **Obligations for Proactive disclosures**

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

1.14.4 **Punitive Provisions**

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

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Note:

- 1) All the standard formats are scanned and attached for the reference of the bidders.
- 2) The bid must have the following documents failing which the bid shall be considered as Non-responsive.
 - a. A certificate agreeing to the terms of the tender.
 - b. Manufacturer's authorization form, if applicable.
 - c. Documents pertaining to Eligibility Criteria.
 - e. A letter addressed to the purchaser stating the details of the dealer who shall supply the goods, if applicable.
 - f. Make in India and bidder from the county not sharing the land border with India certificate.

Yours faithfully

Sd/-

Stores and Purchase Officer

Chapter – II

STANDARD FORMS

Annexure-I

Bidder Information Form

(a) [The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to this format shall be permitted and no substitutions shall be accepted. This should be done on 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 authorised representative information Name: [insert authorised representative's name] Address: [insert authorised representative's address] Telephone/Fax numbers: [insert authorised representative's telephone/fax numbers] Email Address: [insert authorised 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 _____

Manufacturer's Authorisation Form

[The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorisation 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].

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 authorise *[insert complete name of the 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 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorised to sign this authorisation on behalf of: *[insert complete name of bidder]*

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

Place:

Date:

Signature and seal of the Manufacturer/Bidder

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

(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(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 1.15 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

Bid-Securing Declaration

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(s) 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 /We is/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 authorised to sign the bid for an on behalf of: (insert complete name of the 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. The joint venture shall be formed before the date of publication of the bid)

Tender Ref: _____ **Dated :** _____

Certificate for Local Content under PPP for Make in India

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dated 15.06.2017, (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020) by Govt. of India, We hereby Certify that we M/s _____ (Name of the manufacturer) are local supplier meeting the requirement of minimum local content as defined in above orders.

Following details are as follows:-

Category of Local Supplier (Specify clearly either Class-I or Class II)	Percentage of local Content (in %)	Details of locations at which local value addition will be made.

We also understand, false declaration will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signatory of Bidder

Date:

Seal of the Firm

Note:

2. In case of Authorized dealers/ Local Suppliers have quoted against the Tender, both the Authorized dealer and their Principals should submit the above mentioned certificate

Tender Ref: _____ Dated : _____

Certificate Regarding Procurement from a bidder of a country which shares a land border with India

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance, under F. No. 6/18/2019-PPD and we hereby certify that our firm is not from such a country and is eligible to be considered”

Or

However if any bidder falls in the category of bidders as indicated in the Definitions clause at Cl. No.6,7,8,9,and 10 of Oder (F.NO. 6/18/2019-PPD, Public Procurement no. 1) Dt. 23-07-2020, should submit the certificate as under:

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance, under F. No. 6/18/2019-PPD and we hereby certify that our firm is from such a country and has been registered with Competent Authority (Specified in Annexure-I of Order (F.No. 6/18/2019-PPD, Public Procurement no. 1) dated 23.07.2020 and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.”

Authorized Signatory of Bidder

Date:

Seal of the Firm

Note:

1. Choose any one of the above mentioned conditions, whichever is applicable.
2. In case of Authorized dealers/ Local Suppliers have quoted against the Tender, both the Authorized dealer and their Principals should submit the above mentioned certificate.

Check List: Duly filled check list to be submitted along with the technical bid.

Sl. No.	Requirement of Tender	Compliance	Document Submitted
1.	A certificate agreeing to all the terms of the tender	Yes/No	Yes/NA
2.	Bid Securing Declaration (Annexure IV)	Yes/No	Yes/NA
3.	Bidder Information Form (Annexure I)	Yes/No	Yes/NA
4.	Manufacturers Authorisation Form / Self Declaration of the Bidder being the OEM. (Annexure II)	Yes/No	Yes/NA
5.	Unconditional Acceptance of Fall Clause Declaration, as per clause (VIII) of the tender.	Yes/No	Yes/NA
6.	Certificate that the rates charged are lowest and you have not sold this/ these item(s) at lesser price than the quoted price to any organisation.	Yes/No	Yes/NA
7.	Certified copy of the agency agreement between the principal and the agent. (MAF)	Yes/No	Yes/NA
8.	A copy of GST Registration Certificate	Yes/No	Yes/NA
9.	A letter addressed to the purchaser stating the details of the dealer who shall supply the goods during the currency of the rate contract.	Yes/No	Yes/NA
10.	Certificate for Local Content under PPP for Make in India	Yes/No	Yes/NA
11.	Certificate Regarding Procurement from a bidder of a country which shares a land border with India	Yes/No	Yes/NA

Yours sincerely,

Signature

(Name of the Authorized Signatory)

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