

Director, CSIR- National Metallurgical Laboratory, Jamshedpur, invites sealed bids in **Single Cover** from Manufacturers for establishment of Rate Contract of **Glasswares/Chemicals/Filter Papers/Plasticwares and R&D consumables / (strike out whichever is not applicable)**

The Critical dates for submission/opening of Bids is as follows.

**1. Due Date for submission & Opening of tenders through etenders.gov.in**

**Tender Submission** : 16.08.2022 - 11.00 a.m

**Tender Opening** : 17.08.2022 - 11.00 a.m onwards

**2. Eligibility Criteria & Terms and conditions for participants in the bidding process:**

The bids are invited from Manufacturers. The manufacturers should be Class I/II local suppliers only as per Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No.P- 45021/2/2017-PP ( BE-II) dated 16 September 2020

**Class – I Local supplier** – means a supplier whose goods offered for procurement meets the minimum local content of 50 %.

**Class – II Local supplier** – means a supplier whose goods offered for procurement meets the minimum local content of 20 %.

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

**The bidders are required to indicate percentage of local content and provide self certification** the items offered meet the local content requirement for Class –I Local Supplier /Class – II Local Supplier as the case may be. **Further the bidders shall also give details of the location(s) at which the local value addition is made.**

**Bidders may please note that**

The bidders offering imported products will fall under the category of Non-Local suppliers. They cannot claim themselves as Class-I/ Class-II local suppliers by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.

Also, the bidders offering imported products will fall under the category of Non-local suppliers. They can't 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 as local value addition.

**False declarations will be in breach of the Code of Integrity** under Rule 175(1)(i)(h) of the General Financial Rules 2017 **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.

**A supplier who has been debarred by any procuring entity** for violation of above cited order **shall not be eligible for preference** under above Order **for procurement by any other procuring entity for the duration of the debarment.**

**3. PRICES:**

3.1. Prices must be quoted on the basis on Discount on Net Dealer Price (NDP) for each category of items in terms of Percentage (%) discount on NDP. Additional Dealer discount may also be mentioned clearly

wherever applicable.

- 3.2. The prices should be FOR, CSIR-NML Jamshedpur Stores inclusive of packing, forwarding. If ex-works/godown prices are quoted, then, packing, forwarding, documentation, freight and insurance charges must be specifically mentioned separately. GST will be paid as per Notification No.47/2017-Integrated Tax (Rate) Dated 14<sup>th</sup> November 2017 issued by Ministry of Finance, Department of Revenue, Govt. of India. However, prevailing rates of GST may be mentioned separately. No other charges other than those mentioned clearly in the quotation will be paid.
- 3.3. 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.
- 3.4. The bidder shall submit soft copies of the pricelist online followed by signed and stamped hard copy so that the accessibility of prices will be user friendly. However, in case if there is difficulty in submission of Price List/Catalogue online due to huge volume then duly signed and stamped hard copies shall be supplied to CSIR-NML, if any **before Tender opening**. However, bidder shall ensure that no discrepancy exist between the soft copy and hard copy of NDP Price List made available to this office, without fail.
- 3.5. The Bidder will submit sufficient numbers of Hard copies of Price List/Catalogue to CSIR-NML within 15(Fifteen) days from establishment of contract.
- 3.6. The price with following details – for entire range of products - shall be submitted in PDFFormat.

- a) Category
- b) Sub-Category
- c) Catalogue No.
- d) Item Description
- e) HSN Code
- f) Item type
- g) Item Unit
- h) Item Rate
- i) Discount in percentage ( % )
- j) Applicable IGST / GST percentage (%)

3.7. No other non-consumable items should be mentioned along with quoted items.

**3.8. Rates shall be fixed and unchanged for the RC duration and if rates are increased during contract period the same will not be charged for CSIR-NML.**

3.9. Manufacturer's may offer a separate discount for bulk purchase and also define the quantity to be treated as 'bulk' for a single supply order.

**4. Availability of offered items in GeM Portal :**

An undertaking must be submitted by the bidder, with the tender document, that the product offered for rate contract are not uploaded on GeM portal. If some products of catalogue are offered on GeM, a list of such items (which are available on GeM) must also be furnished with the tender or the same must be mentioned/highlighted/star marked in the pricelist.

**5. Reasonability of Price and Fall Clause:**

- a. The price to be quoted (Price as indicated in the price list less discount plus taxes and duty if applicable) by the Tenderer **under the rate contract should in no event exceed the lowest price at which the Tenderer sells the stores of identical description to any other organization during the currency of rate contract under identical condition of sale.** If R/C holder reduces its price or sells or even offers to sell the same item/s at a reduced price during the currency of the rate contract, price will be automatically reduced with effect from that date for all the subsequent supplies under the R/C.
- b. **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/Institutions. In case any such discrepancy is noticed they shall refund the amount**

**to CSIR - NML and also Rate Contract is liable to be cancelled.**

- c. During the Rate Contract period, **special offer** introduced by manufacturer/supplier must be offered to CSIR-NML and should be intimated in advance. However, Director CSIR-NML will retain the right to avail the special offer.

**6. Taxes & Duties:**

CSIR- NML shall not provide concessional GST/ IGST forms, bidder should indicate full Tax Rates for the items being offered by them.

7. The Rate Contract shall be in the nature of standing tender for the specified range of products from the supplier for the contracted period. However, there shall be no guarantee of draws of any item for a minimum or specified quantity during the contract period.
8. In case of emergency, CSIR-NML may purchase the same item under ARC through ad-hoc contract with a new supplier. If the supplier fails to make supply within due date, CSIR-NML shall make arrangement from the local market and any difference so occurred in price shall be borne by the Supplier.

**9. Delivery:**

- a. The ordered items must be delivered at CSIR-NML unless otherwise specified in the purchase order within a period of 2 (two) weeks for all products from the date of issue of purchase order. Supplies are normally accepted at Stores Receiving Section on all working days from 10:30 AM to 05:00 PM except on Saturday, Sunday and other public holidays.
- b. Beyond this the Supply Order is liable to be treated as cancelled. It may however be noted that Force Majeure clause is acceptable to us. Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the Firm. LD shall not apply in case the extension is approved by the Competent Authority.
- c. Only one bill will normally be accepted against one purchase order. If, due to urgency, material is supplied in more than one lots, it should be done only after obtaining prior approval from the competent authority.
- d. A penalty of 0.5% (point five per cent) per week of delay subject to a maximum of 10% (ten per cent) shall be levied in cases where ordered goods are delayed beyond the scheduled delivery period.
- e. All the perishables/hazardous/fragile item(s) shall be opened in the presence of the representative of the bidder and the user, if required. Bidder will be responsible for any loss due to negligent packing and transportation. Package of such products shall specifically indicate that goods being supplied and perishables/hazardous/fragile with advance written intimation to this office.

**10. Product quality:**

- a. The supplies must be conformed to the specification of our supply order. If the same is found defective the same will be replaced immediately free of charges at CSIR-NML, Jamshedpur.
- b. All supplied items must have **maximum shelf life/ expiry date**. Items supplied with **lesser than 1 year expiry period** is likely to be rejected.
- c. The Bidder (Manufacturer) **must agree for free replacement in case in any discrepancy** found with regard to quality/ quantity of the material supplied by them under this Rate contract.

**11. Payment:**

- a. 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-NML'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. **The firm shall furnish the details of their Bank Account, IFSC code GSTIN & PAN Nos., etc printed on their invoice in order to enable CSIR-NML, Jamshedpur to make payments through NEFT/ RTGS.**
- b. Only one bill will normally be accepted against one purchase order. If, due to urgency, material is

supplied in more than one lots, it should be done only after obtaining prior approval from the competent authority.

**12. Parallel Rate Contracts:**

The CSIR – NML, Jamshedpur reserves the right to enter into parallel Rate Contract for similar/same items during the period of Rate Contract with one or more parties.

**13. Requirement of Registration( Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers )**

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 i.e Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.

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 bidder stated herein before, 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 above order/ this tender 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 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 per cent 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 withfifteen 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 representanother in dealings with third person.

**Further the following certificate has to be submitted by the bidder**

“ I have read the clauses regarding restrictions on procurement from a bidderof a country which shares a land border with India; I certify that this bidderis not from such a country or, if from such a country , has been registered with the Competent Authority . I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.”

Date :

( Name & Signature of bidder )

( Where applicable, evidence of valid registrations by the competent Authorityshall be attached)

**14. Code of Integrity:**

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.

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;

#### **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.

#### **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:

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;

In case of anti-competitive practices, information for further processing may be filled under a signature of the Joint Secretary level officer, with the Competition Commission of India;

Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Annexure-E to be filled up.

15. No EMD/Bid Security & Performance Security is payable. No Tender document fee is payable.
16. **The Manufacture should have at least three Rate Contract with other CSIR Labs./Institutes/ Other Government Organizations /IITs/ Central Universities, over the past three years. They should enclose copies of those Annual Rate Contracts with complete name address phone no.s emails etc. of the organizations to whom they have supplied.**
17. **BID VALIDITY**: The bid has to be valid for 90 days from the date of opening.
18. **VALIDITY OF RATE CONTRACT**: The prices must be kept valid up to **30.06.2023**. No upward changes in prices will be acceptable in any condition during the period of the rate contract. However, if there happens to be a downward revision in prices of the items concerned during the contract period, the benefit of the price reduction shall be passed on to the Institute. Force Majeure clause is accepted to us. The Rate Contract may be extended for a period of 3 (three) months if required.
19. The vendor and/or the CSIR – NML are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other normally by giving 30 (thirty) days time.
20. **The Purchase preference is applicable to MSEs (Micro & Small Enterprises only) subject to conditions given below:**
- a. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
  - b. Traders / resellers / distributors / authorized agents will not be considered for availing benefits under Public Procurement policy 2012 for MSMEs as per MSME guidelines issued by MoMSME.
  - c. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
  - d. The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for preference.
21. **Settlement of Disputes:**  
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.  
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.

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, 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. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

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

22. All disputes in case of any award under the proposed Rate Contract shall be subject to Jamshedpur, Jharkhand jurisdiction.

23. The following documents are to be submitted to be eligible for the awardee of Rate Contract.

1. Bidder's Information Form(Annexure C)
2. Bid Form(Annexure D)
3. Bidder not having Land Border with India are to submit (Annexure E)
4. Code of Integrity & conflict of Interest for Certificate(Annexure F)
5. Declaration for being The Original Manufacturer
6. Self-certification regarding Local supplier, Local content and Domestic value addition (Annexure G)
7. Furnishing Past Purchase Order
8. An undertaking for Availability of offered items in GeM portal
9. Price Reasonability Form. (Annexure H)

24. Conditional tender shall not be accepted.

25. **ACCEPTANCE OF TENDER & RELAXATION OF TENDER CONDITIONS:**

Normally, no condition of the tender shall be relaxed. However, the Director, CSIR-NML may relax any of the conditions of the tender in the best interest of the Institute in exceptional cases depending upon the merits of the case. The final acceptance/decision will be taken after screening the offers by a duly constituted committee and The Director, CSIR-NML reserves the right to accept or reject any or all tenders either in part or in full.

  
22/7/22

(R. Ray)

Controller of Stores & Purchase  
For and on behalf of CSIR-NML, Jamshedpur

On the letter head of the firm submitting the bid document

**ANNEXURE 'B'**

Check list to be submitted

To

The Director,  
CSIR – NATIONAL METALLURGICAL LABORATORY,  
Jamshedpur, Jharkhand

Sir,

**Ref: NML/ARC/GK/22-23**

Having examined the bidding documents, we, the undersigned, hereby submit the priced bid for supply of goods and services in conformity with the said bidding documents.

We hereby offer to supply the Goods at the prices and rates mentioned in our pricelist.

We offer the following category of items under Rate Contract and their respective price lists have been attached. We also confirm that the price list attached is on Net Dealer Price only.

S.N	DETAILS REQUESTED	DETAILS SUBMITTED
1.	Name of the Manufacturer(s)	
2.	Complete address, Phone no., Email and Name of contractors	
3.	Make / Brand(s)	
4.	Class of Supplier as per DIPP order dated 16.09.2020	Class I / Class II
5.	Percentage of Local content as per DIPP order dated 16.09.2020 ( Self certification to be submitted )	%
6.	Details of the location(s) at which the local value addition is made as per DIPP order dated 16.09.2020	
7.	Compliance with National Standards	YES / No.
8.	Discount from Manufacturer ( must be Stated)	
9.	Confirmation that prices quoted are FOR , CSIR-NML, Jamshedpur	
10.	Delivery period	
11.	Agreeing for Payment terms - 100% on Bill basis within 30 days after satisfactory receipt of material in good condition	
12.	Agreeing for Liquidated Damages/Penalty clause	

13.	The Manufacture should have at least three Rat Contract with other CSIR Labs./Institutes/ Oth Government Organizations /IITs/ Centr Universities, over the past three year They should enclose copies of those Annual Rat Contracts with complete name address phone no. emails etc. of the organizations to whom they havsupplied.	YES / No.
14.	Manufacturer should enclose : A. GST Registration Certificate B. PAN No. C. Profile of the firm	
15.	Bank details for e-payment: a) Name of the Vendor/Account holder. b) Name of the Bank and Branch c) Bank Account No. d) Type of Account e) Address of the Branch	
16.	1. Name of the dealer 2. Complete Address 3. Phone Number 4. Email 5. Contact Person	
17.	Confirmation that Price List will be submitted	Yes
18.	Availability of offered items in GeM portal	
	Acceptance of all Terms and Conditions	

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in our price list and that we shall perform all the incidental services.

- A. The price quoted are inclusive of all charges net free delivery at CSIR-NML.  
We enclose herewith the complete Financial Bid as required by you. This includes:  
a) Price Schedule  
b) Statement of deviations from financial terms and conditions (if any)
- B. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- C. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

**Certified that the bidder is :**

- D. A Sole proprietorship firm and the person signing the bid document is the sole proprietor / constituted attorney of sole proprietor.

(OR)

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement / by virtue of general power of attorney.

(OR)

A company and the person signing the bid document is the constituted attorney.



**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]

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 \_\_\_\_\_

**Bid Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts:** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

*[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**CERTIFICATE**

**[To be submitted by the bidding/participating firm in their letter Head]**

With reference to NML 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 fulfill 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.)

For and on behalf of M/s.....

[Seal of the firm]

Place:- .....

Date:-.....

**Format for declaration by the Bidder 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 1.3.0 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

**ANNEXURE-G**

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

Date: \_\_\_\_\_

I \_\_\_\_\_ S/o, \_\_\_\_\_ D/o, W/o \_\_\_\_\_, Resident \_\_\_\_\_ of \_\_\_\_\_ 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. 15<sup>th</sup> June, 2017, its revision dated 04<sup>th</sup> June, 2020 and its subsequent amendments.

That the information furnished hereinafter is correct to be 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 the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

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 for 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 04<sup>th</sup> June, 2020 and its subsequent amendments.

I agree to maintain the following information in the Company's 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)

i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity),	
ii. Location at which the value was added ( <b>Detailed address</b> ).	
iii. Date on which this certificate is issued,	
iv. R &D Equipment for which the certificate is produced,	
v. Procuring entity to whom the certificate is furnished,	
vi. Percentage of local content claimed,	
vii. 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.

**The bidders offering imported products will fall under the category of Non-Local suppliers. They cannot claim themselves as Class-I/ Class-II local suppliers by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.**

**Also, the bidders offering imported products will fall under the category of Non-local suppliers. They can't 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 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 FOW 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.**

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.**

**PRICE REASONABILITY CERTIFICATE**

(to be submitted on firm's letterhead)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. dated \_\_\_\_\_ for (Currency)\_\_\_\_\_.

We would like to certify that the quoted price are the minimum and we have not quoted the same on lesser rates than those being offered to CSIR- NML, Jamshedpur to any other customer nor we will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer