



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/249/CAMM/PK/AMC/2022-23

Date: 11.01.23

From: The Director  
 CSIR-CMERI, Durgapur

To  
**M/s. RV MACHINE TOOLS**  
 18/2B, Jagannathan Industrial  
 Estate, Chinnavedampatti,  
 Coimbatore-641049, INDIA  
 Email: [venkatesh@rvmachinetools.in](mailto:venkatesh@rvmachinetools.in)  
 Mobile No. +91-422-4220741/09345693793

Due Date	As per NIC CPP Portal
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**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 Friction Stir Welding Machine: Model No : FSW 30-600 CNC, Serial no. 510065	01 job
1. Type of Maintenance: Non-comprehensive AMC 2. Visits: 01 preventive maintenance/break down call per year physically and other calls over the phone and/or internet 3. Nature of AMC: Non-comprehensive AMC 4. Job Site: CSIR-CMERI, Durgapur • 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 four 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		

INTERNET : <http://www.cmeri.res.in>, CMERI Telephone Directory : <http://www.cmeri.res.in/directory>  
 Help Desk : +91-943-4921 623, Fax +91-343-254 8204, Administration : +91-343-2544 282, Fax +91-343-254-5491  
 Business Development Group : +91-943-4778 128, E-mail : [bdg@cmeri.res.in](mailto:bdg@cmeri.res.in)  
 Stores & Purchase : +91-94340 22954, E-mail : [pur@cmeri.res.in](mailto:pur@cmeri.res.in)  
 Finance and Accounts : [fao@cmeri.res.in](mailto:fao@cmeri.res.in)  
 Working Days: Monday - Friday, Working Hours : 09:30 - 18:00

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.
  - vii) 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 service report (by our user)' 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. Your firm should not provide similar services/ AMC to any other party at a cost lower than that charged from CSIR-CMERI. An undertaking for this may be provided along with bid. – Price Reasonability Certificate**

7. (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.

9. (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.

10. 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.

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

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

**13. 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.

#### **14. 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.



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

**15. 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.

**16. 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.

**17. Applicable Law :-** The contract shall be interpreted in accordance with the laws of the union of India and all disputes shall be resolved as per Point No. 13 (settlement of disputes)

**18. 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.

**19. 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."**

**20. 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.

**21. 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.

22. 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.

23. 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

## CHAPTER 6

### OTHER STANDARD FORMS

#### **BIDDER'S INFORMATION FORM**

*[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 Tender Document]

Page 1 of \_ \_\_\_\_\_ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. 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]
7. 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**

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

Tender Reference \_\_\_\_\_

The Director,  
CSIR-Central Mechanical Engineering Research Institute  
Mahatma Gandhi Avenue, Durgapur – 713 209, West Bengal

Sir,

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

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

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

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

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

Signature of Bidder  
With office stamp  
Name & Address

Telephone No.:

Fax No.:

E-mail ID:

Name & Designation of the Contract Person:

**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



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

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

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

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

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

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, 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 FOLLOW WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151(iii) OF THE GENERAL FINANCIL RULES ALONG WITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

**Bidders not submitting the above certificate will be considered as non-responsive and liable to be summarily rejected**



**CERTIFICATE**

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

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

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

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

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

Place: \_\_\_\_\_

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

**CERTIFICATE**

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

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

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

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

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

Place: \_\_\_\_\_

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



### **Bid-Securing Declaration Form**

(to be submitted on Bidder's Official letterhead)

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

Bid No. \_\_\_\_\_

To (insert complete name and address of the Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

### **MANUFACTURERS' AUTHORIZATION FORM**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid.]*

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

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

To: *[insert complete name and address of Purchaser]*

#### **WHEREAS**

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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



### **MANUFACTURERS' AUTHORIZATION FORM**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid.]*

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We hereby extend our full guarantee and warranty in accordance with the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

**BANK GUARANTEE FORM FOR ADVANCE PAYMENT**  
**(if applicable)**

To \_\_\_\_\_ (name of Purchaser)  
\_\_\_\_\_ (address of Purchaser)  
\_\_\_\_\_ (name of Contract)

Gentlemen:

In accordance with the provisions of the Purchase Order no. \_\_\_\_\_ dated \_\_\_\_\_,  
M/s \_\_\_\_\_ (name and address of Supplier) (hereinafter called  
"the supplier") shall deposit with \_\_\_\_\_ (name of Purchaser) a bank guarantee to guarantee his proper and  
faithful performance under the said Clause .... of the Contract in an amount of (amount of guarantee) \*  
\_\_\_\_\_ (in words).

We, the \_\_\_\_\_ (bank or financial institution), as instructed by the Supplier, agree unconditionally and  
irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (name of Purchaser) on his  
first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount  
not exceeding \_\_\_\_\_ (amount of guarantee) \* \_\_\_\_\_ (in words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there  
under or of any of the Contract documents which may be made between (name of Purchaser) and the Supplier, shall  
in any way release us from any liability under this guarantee, and we hereby waive notice of any such change,  
addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier  
under the contract until \_\_\_\_\_.

Yours truly,

Signature and seal:

Name of bank/ financial institution:

Address:

Date:

\_\_\_\_\_ An amount is to be inserted by the bank or financial institution representing the amount of the Advance  
Payment.