



**TENDER DOCUMENT
FOR
Supply & Installation of Deep Freezer (-86°C)
at
CSIR-NEIST, Jorhat, Assam India**

Tender/NIT No. 3(POQ)/116/19-20/PUR

Bid Submission End Date & Time: 14.02.2020 at 11:00 AM

Bid Opening Date& Time: 17.02.2020 at 11:00 AM

**STORES & PURCHASE OFFICER
CSIR – NEIST,
JORHAT – 785 006
ASSAM, INDIA**

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The tender form/bid documents may be downloaded from the web site: <https://etenders.gov.in/eprocure/app>
2. The bids are to be submitted as under within the date and time as indicated:-
 - A. **Online:** If the bid is being submitted from the bidder within India including from Indian Agent of Foreign Manufacturer, the Bid is mandatorily to be submitted through on-line through <https://etenders.gov.in/eprocure/apponly>.
 - B. **Offline:** Only the Foreign Bidders quoting directly from abroad, may sent offline bids in sealed cover by post/courier.
3. Tenderers/bidders are requested to regularly visit the website: <https://etenders.gov.in/eprocure/app>. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
4. In case, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
5. Since, it is an online application/process, the tender opening or any other process may be delayed due to any technical/server issue. And if any such issue arises, this will not be tantamount to process delay and CSIR-NEIST will not be responsible for the same.
6. On opening of quotations online, accepting the bid will not mean that the firm is technically or financially qualified. The same exercise will be done at CSIR-NEIST and be uploaded accordingly.
7. The Director, CSIR-NEIST, Jorhat reserves the right to accept or reject any or all the tenders.
8. The Firms are also required to upload copies of the following documents: -
 - A. GST Certificate/Scanned copy of GST No of the Firm.
 - B. Scanned copy of RTGS/Bank details of the firm or it may be given in technical bid also.
 - C. The bidders are requested to furnish the current (say for latest 2-3 years) user list including recent customer, if any.
9. Uploading of Irrelevant papers/documents may be avoided. Documents should be related with claim and currency like leaflets, brochures, cliental list, organization certificate etc.
- 11. Please attach Covering Letter with your Technical/Techno Commercial Bid.**
- 12. In Case of Two-Bid System, please include payment and other terms & conditions (except the prices) with Technical Bid along with Covering Letter.**



CSIR – NORTH-EAST INSTITUTE OF SCIENCE AND TECHNOLOGY
(Council of Scientific & Industrial Research)
(Ministry of Science & Technology, Govt. of India)
जोरहाट: JORHAT: असम: ASSAM
Tel: 0376 – 2372710, E-mail: spo@neist.res.in

NIT No. 3(POQ)/116/19-20/PUR

Date: 16/01/2020

Note: The bids are to be submitted as under:-

- A. Online:** If the bid is being submitted from the bidder within India including from Indian Agent of Foreign Manufacturer, the Bid is mandatorily to be submitted through on-line through <https://etenders.gov.in/eprocure/apponly>.
- B. Offline:** Only the Foreign Bidders quoting directly from abroad, may sent offline bids in sealed cover by post/courier.

To,

Prospective Bidders

Dear Sirs,

Kindly arrange to send your offer **ONLINE/OFFLINE** in **TWO BID System** with **EMD of Rs. 30,000.00 & PERFORMANCE SECURITY @ 10% of the contract value excluding taxes valid for a period up to 2 months beyond warranty period** quoting this office file / NIT reference on the uploaded offer within due-date and time as per the terms & conditions given in this NIT:

A: Detail Specifications

Supply & Installation of *Deep Freezer (-86°C)*

Place of delivery & installation: CSIR-NEIST, Jorhat, Assam, India

Please see Schedule of Requirement for details.

B- For Information

| | |
|--|--|
| Bid Pricing | The Quotations must be quoted on FOR Destination basis . (Means like "freight at actual" will not be acceptable. Machine unloading and complete installation is the necessary responsibility of suppliers. However, in foreign currency, firm may quote DDP/DAP basis. |
| Technical & Financial Term | Each technical & financial terms/parameters has been clearly mentioned. Please do not put any financial terms which complicate to decide the lowest quote like "freight at actual", "Installation on NEIST part", "Boarding & Lodging of Installation Engineers to Borne by NEIST" etc. Your bid may be rejected considering this as Incomplete Bid. Any cost cannot be added after receiving of tender. Any clarification, if required, may be taken / before submission of bid. |
| Alternate Offers | The best offer may be quoted as per our requirement and avoid two or more alternate offers. |
| CSIR-NEIST GST No. | CSIR – NEIST, Jorhat GST No. 18AAATC2716R4ZB |
| DSIR Registration for Concessional GST & Custom Duty | CSIR – NEIST is entitled for concession in GST & Custom Duty as per Notifications mentioned under heading of "CUSTOMS & GST" under "Terms & Conditions". The firms have to abide by this in the applicable items, otherwise the bid may be rejected. |
| After Sales Service | If the quotation is being submitted by dealer, the after sales service will be responsibility of that dealer only. We will not directly co – ordinate with the manufacturer. |
| Price Preference for Make in India and MSEs | (A) Purchase preference shall be given to all local suppliers in all procurements with the estimated cost from 5 lakhs to less than 50 lakhs undertaken by the purchaser in the following manner: (a) If the tendered items are divisible: (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1. (ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded |

to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price which should fall within the margin of purchase preference of 20%. The contract for that quantity shall be awarded to such local supplier, who matches the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. The contract shall be awarded accordingly. In case some quantity is still left uncovered on the part of local suppliers, the balance quantity may also be ordered to the L1 bidder.

(b) If the tendered item is not divisible, the following procedure of evaluation shall be followed:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price, subject to local supplier's quoted price falling within the margin of purchase preference of 20%. Accordingly, the contract shall be awarded to the local supplier matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price. This may be repeated until all the local suppliers are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.

(B) In case of Bidders quoting for the products of own manufacturing and having NSIC or Udyog Aadhar for Micro and Small Enterprises in manufacturing field (not for having certificate in the field of service and MEDIUM enterprises)

In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSE within such price band.

Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) per cent out of 25 (twenty five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.

आपको धन्यवाद, / Thanking you,

भवदीय, / Sincerely,

भंडार एवं क्रय अधिकारी
Stores & Purchase Officer

TERMS & CONDITIONS**1. INVITATION OF BID& EMD**

Director, CSIR – NEIST, Jorhat invites digitally signed for each item(s) in **TWO BID System** with EMD of Rs. **30,000.00** for in form of DD/BG (Format as per **Annexure-C**)/TDR/FD/Bankers Cheque/Online E Transfer is required to be submitted. The documents should be valid at least for 45 days beyond the validity of the bid. Since the BID is to be submitted on-line, the Original Bid Security should be sent by post/hand to reach CSIR-NEIST, Jorhat Assam-785006 and scanned copy of EMD in the form of DD/FDR/TDR/BG on or **before bid opening time**. Also, a copy of the same may be attached with technical bid. BUT without receipt of BID Security in original given time, the tender will not be accepted. CSIR-NEIST will not be responsible for any postal delay. For E Transfer the account detail is as under:

However, in case of E-transfer, it must be done on or before bid submission end time.

Account No. 00000030266871392, Account Name: Director, NEIST Bank: State Bank of India, Branch RRL Jorhat, Assam, IFSC Code: SBIN0005604 MICR Code: 785002007

A. If DD/Banker Cheque, it will be in favour of "Director, CSIR-NEIST, Jorhat, Assam"

B. If TDR/FD, it should be pledged in favour of "Director, CSIR-NEIST, Jorhat, Assam"

EMD exemption will be allowed to only MSEs (Micro and Small Enterprises and to Medium Enterprises means for NSIC (manufacturing) or for the category A,B (for Micro and Small only) under Udyog Aadhar (manufacturing) only) against valid NSIC or Udyog Aadhar certificate and it will be applicable only for the bidders who have quoted items of their own manufacturing and not as distributor or dealers of others.

2) SPECIFICATIONS

The offer must be strictly as per our technical specifications and may be wherever available; to be supported with scanned copy of printed technical leaflet / literature of the quoted model of the item by the bidder / manufacturer.

3) PRICES

a) In case of domestic, the offer should contain the basic price and taxes separately or tax rate should be mentioned clearly.

b) In case of import / price quoted in foreign currency, Indian Agent have to quote on DDP/DAP/FOR CSIR – NEIST price including inland transportation, insurance, clearance charges, etc...CSIR – NEIST will provide all necessary documents for customs clearance of consignment including Customs Duty Exemption Certificate, etc..

N.B: All terms used in the Bid / Supply order/contract will have the meaning as described in the "INCORTERMS-2000 / 2010 or latest".

4) CUSTOMS AND GST

Our Institution is eligible from payment of concessional custom duty and GST vide Government notification No: Custom Duty exemption in terms of Notfn. No. 51/96-Customs dt. 23rd July 1996, Notfn. No. 47/2017-Integrated Tax (Rate) dt. 14th November 2017 and Notfn. No. 45/2017-Central Tax (Rate) dt. 14th November 201, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 14th November 2017 & Assam Gazette (Extraordinary) Notification No. 757, Dated 18th December 2017, as amended from time to time. CSIR - NEIST (Formerly RRL, Jorhat) is exempted from Custom and GST as per DSIR Regd. No. TU/V/RG-CDE (423)/2016 dated 20th February 2018. If the items quoted comes under the above notification please charge the GST accordingly. The documents will be provided accordingly for this concessional rate.

5) AMC (Annual Maintenance Contract) (if required in the main specification/parameters & note): Required

The firm may give AMC (Preventive and / or Compressive) rate also. However unless it is specified in the main specification / parameters / note, this will not be included in cost comparison. The rates may be submitted on bellow terms:

- The period of AMC may be for a period of 5 (five) year. However the rates may be quoted on yearly basis.
- Visits: 2 (two) preventive visits and 1 (one) emergency visit if required.
- Payment will be on bill basis.

Transport Fare of Service Engineer to and fro and fooding, lodging etc. will be borne by the firm.

6) PAYMENT**a) Import payment**

The payment against import of items shall be made with the following options. The quoting party must confirm one of the options in the quotation:

- By Letter of Credit (80% of LC amount shall be released on presentation of complete and clear shipping documents and remaining 20% after satisfactory installation commissioning / demonstration and submission of Performance Security (if applicable) of 10% of order value valid up to (two) months beyond warranty period. Or
- By Foreign Demand Draft or Wire Transfer. 100% payment will be made by FDD or wire transfer after receipt of material in good working condition and satisfactory installation/commissioning / demonstration and submission of Performance Security (if applicable) in favour of the Director, CSIR-NEIST, Jorhat of 10% of order value valid up to (two) months beyond warranty period.

N.B: All foreign bank charges shall be borne by the supplier.

b) Indigenous payment

In case of indigenous items, payment will be 100% within 30 days after receipt and acceptance and satisfactory installation / commissioning / training (as applicable) of materials / equipment and submission of Performance Security (if applicable) of 10% of order value valid up to (two) months beyond warranty period.

c) Any other payment terms whether Import or Indigenous shall be on mutual agreed terms.

7) PERFORMANCE SECURITY

(From the successful bidder/ firm to whom contract/order is awarded): Required

Performance Security (PS) for 10% of Contract Price of goods from a Nationalized/Scheduled Bank or International Bank **confirmed in India** by a nationalized/scheduled bank which must be valid for 2 (two) months beyond warranty period from the date of installation.

PS may be submitted either by the principal or by the Indian agent

The Performance security shall be in one of the following forms:

- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or
- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
- (c) A Fixed Deposit Receipt pledged in favor of the Purchaser.

In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter. **Format of Bank Guarantee will be provided to successful bidder.**

8) LIQUIDATED DAMAGE

Director, North-East Institute of Science & Technology, Jorhat reserves the right not to accept the delivery beyond due date of supply and to claimed liquidated damages @ 0.5% per week subject to the maximum of 10% of the total order value for non-compliance of the order in time unless and until the situation falls under force majeure like wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

9) EVALUATION OF TENDERS

Unless specifically mentioned, the overall lowest bid meeting the technical specifications will be selected for placement of purchase order.

- A. Grounds for summary rejection of bid / offer without any further clarification at preliminary evaluation stage:**
 1. The bid is not accompanied by Earnest Money Deposit (EMD) or valid exemption certificate if EMD is required
 2. The bidder is not eligible
 3. Not willing to provide performance security if it is requirement of tender.
- B. Grounds to be considered as material deviation for summary rejection of bid / offer without any further clarification during intensive technical evaluation stage:**
 1. The good(s) quoted are not meeting major / essential technical specification(s).
 2. Conditional bid, which is, not agreeing to some essential condition(s) of the tender.

C. Grounds for seeking further clarification:

1. Minor informality or irregularity or non-conformity such as make / model, other documents etc. in the bid.
2. Non-conformity between figures and words of the quoted price.
3. No authorization letter from the manufacturer and if there is no clear mention of packing, forwarding, freight, transportation and insurance charge in the offer
4. Requirement for more brochure or printed literature to get more clarity of certain technical specifications.
5. Reasonableness of offer price.
6. After sale support: Terms of AMC after warranty.
7. Non-conformity between various parameters / unit of measurement etc. of technical specifications.
8. Availability of spares.

10) SCHEDULES OF REQUIREMENT AS APPLICABLE**PART-A**

- i. **Bid Validity:** The offer should be valid at least **90 days** from the date of opening. If not mentioned or given shorter period but accepted/confirmed afterwards, bid will be accepted.
- ii. **Delivery & Installation period:** The standard delivery period is **3 months**. However, the supplier should give appropriate delivery period as per their schedule. The Installation, Commissioning and Demonstration of the system should be completed within **one month** from the date of arrival of the items at destination.
- iii. **Warranty: 3 (three) year from the date of installation and commissioning**
- iv. Indicate the names of the Indian reputed organizations where the similar equipment has been supplied currently (say for latest 2-3 years) and may attach the satisfactory performance report of the equipment from users.
- v. If you have supplied identical or similar equipment to other CSIR / Labs / Instt., the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
- vi. Installation, Commissioning and satisfactory demonstration of the whole system and training should be included in case of equipment as per requirement.
- vii. Please indicate the approximate dimensions & weight of the stores/consignment quoted for: tare Weight, Net weight and Volume (LxBxH).
- viii. The acceptance of quotation will rest with the DIRECTOR, CSIR – NEIST, Jorhat who does not bind himself to accept the lowest quotation and reserves the right to himself to accept or reject partially the quotations received, without any assigning any reason whatsoever.
- ix. All other related terms and conditions from the CSIR manual on Procurement of goods 2019 and related Govt. rules will be applicable in this tender.

N.B: The Quotation / Proforma Invoice should show the above information with relevant technical literature.

PART-B

Detailed specifications and Parameters

| Sl.No. | Details of Item with specifications | Quantity |
|--|---|----------|
| 1 | <p><u>Deep Freezer (-86°C):</u></p> <ul style="list-style-type: none">• Upright Ultra-low Temperature Freezer ; Capacity : minimum-700L or higher with single door• Freezer having programmable temperature range from – 50°C to -86°C, in 1°C increments, even at 32°C ambient temperature.• System should have touch screen with advanced interface• System should have fully programmable microprocessor controlled with membrane keypad and eye level control panel.• System should have polyurethane foam insulation enforced by high-quality vacuum insulated panels• System should have refrigerant : R404A / R508B of CFC free• System should have a high-efficiency compressor control system• System should have high-quality insulation materials and inner/outer door gaskets provide ultimate temperature control and optimized energy efficiency• System should have minimum pull down time from ambient temperature to - 86°C (4-5 hours)• Freezer should have the facility for Automatic Reset with Non-Volatile memory• Freezer should have Hermetically-sealed two-stage cascade refrigeration system with CFC/HCFC free refrigerants• Should be equipped with a single, quiet, condenser fan which reduces energy consumption• System should be built with 95 – 98 % recyclable materials• System should have meet WEEE directives for disposal• System should have easily exchange data for documentation by USB• System should have electronic lock system• System should have adaptable alarm settings• System should have barcode labeling• System should have option to import or export to other formats for data flexibility• System should have GLP compliant (21 CFR part 11) for documentation security• System should have automated vent port for quick re-access to samples• System should have magnetic door closing system• Freezer should have Vent Plunger to prevent vacuum formation, Keyed lock, polished 304L stainless steel interior, exterior: 18 gauge steel, minimum 1.2 mm thick, powder coated, scratch and rust resistant.• Freezer should have CE Certified or UL Certified• Freezer should be quoted with 5 KVA servo controlled voltage stabilizer. | 1 unit. |
| <p style="text-align: center;"><u>OTHER REQUIREMENTS</u></p> <ol style="list-style-type: none">1. Warranty will be required for 3 (three) years from the date of installation.2. After above warranty, Rates for Annual Maintenance Contract (AMC) for 5 (Five) years with 2 (Two) preventive and 1 (One) break down visit minimum must also be given which will not be included in the total cost for price comparison. However, order for AMC will be decided afterwards.3. Quoted model should be launched within last five years in the global market and manufacturer should guarantee the supply of spares till 10 years from the date of installation | | |
| <p>Note: The above will be considered as a single setup and comparison will be made on overall basis for technical as well as price comparison.</p> | | |

PART-C

1. Please submit first your bid mentioning Technical and other details of items which you are offering to supply
 - Then the terms & conditions
 - Then supporting documents/brochures/leaflets
 - Then compliance sheet on the basis of your above bid, terms & conditions and documents
2. Prices must be quoted on FOR Destination basis either in Foreign Currency or Indian Currency.
3. Code of integrity: The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. Please see **Annexure - A**.
4. Manufacturers' Authorization Form: Manufacturers' Authorization Form (MAF) along with a copy of agency agreement between the bidders and Indian Agent, if the bidder is not a manufacturer. Please see **Annexure – B**
5. Technical Compliance/Deviation Statement form as per **Annexure- D**
6. Bid/ Declaration Form as per **Annexure-E**
7. Self-Certification for Make in India (if want to claim for Price Preference) may be provided on Non-Judicial Stamp Paper of Rs. 100/- as per **Annexure – F**

Sd/-

भंडार एवं क्रय अधिकारी
Stores & Purchase Officer

CODE OF INTEGRITY FORM

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 per General Financial Rules 2017 (Rule 175) 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

MANUFACTURERS' AUTHORIZATION FORM (MAF)

- [1. This is to be filled up by the Manufacturer Only and NOT by any distributor/dealer.
2. 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 Manufacture]***

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 General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: [insert title]

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

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

BID SECURITY FORM
(if EMD given in the form of BG)

Whereas _____ (herein after called the tenderer") has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender")

Against the purchaser's tender enquiry No. _____ KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____

(Hereinafter called the "Purchaser")

In the sum of _____

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

COMPLIANCE/DEVIATION STATEMENT FORM

(This should be based on the Details of Item Quoted and Brochure attached)

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

| ITEM NAME | | | |
|-----------|--|-------------------------|--------------------------|
| Sl.No. | Tender Specifications/Parameters/Requirements | Bidder's Specifications | Remarks/Deviation If any |
| | (Note: Here technical as well as other requirements/parameters may also be included for this evaluation sheet) | | |

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.

Bids may have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above.

Bid/Declaration 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]*

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. (if any): *[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 / delivery schedule given in the bid (strike out whichever is not applicable).
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is mentioned in bid/price schedule.
- (d) The discounts offered and the methodology for their application are mentioned in bid/price schedule.
- (e) Our bid shall be valid at least for the period of time specified in NIT, from the date fixed for the bid submission deadline in accordance with NIT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. However, till the finalization of the particular procurement process. The bid validity will be available on communication by you on this matter and written confirmation from us.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with NIT for the due performance of the Contract.
- (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." Keeping blank will also be treated as "none")

- (k) 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.
- (l) 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/Declaration Form]*

Name: *[insert complete name of person signing the Bid/Declaration 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]*

Self Certification for Make in India

[It is not mandatory, it is to be submitted only if any bidder wants to claim for Price Preference under the rules]
Format for Affidavit of Self certification regarding Minimum Local Content in line with PPPMII order, 2017 if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date://20....

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

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 29/05/2019 and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/CSIR-NEIST or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for (*Enter the name of the Equipment/Item for Project*).

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for (*Enter the name of the Equipment/Item for Project*) meets the 'Minimum Local Content 'as defined in the PPPMII order.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at (*Enter the details of the location(s) at which value addition is made*).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (i.e.)/CSIR-NEIST/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
 - ii. Date on which this certificate is issued
 - iii. Goods/services/works for which the certificate is produced
 - iv. Procuring entity to whom the certificate is furnished
 - v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
 - vi. Name and contact details of the unit of the Local Supplier (s)
 - vii. Sale Price of the product
 - viii. Ex-Factory Price of the product
 - ix. Freight, insurance and handling
 - x. Total Bill of Material
 - xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
 - xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
 - xiii. List and cost of inputs which are imported, directly or indirectly
- For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and Contact No.>