



E-PROCUREMENT ON OPEN TENDER TO BE QUOTED IN INR ONLY
(RESERVED FOR LOCAL SUPPLIERS AS PER MAKE IN INDIA POLICY)

BID DOCUMENT

For Procurement of	Name of the Item: "Supply, Installation & Commissioning of Spares & Consumables for Coal Petrological Microscope"
Tender No. : P/C/280/MS/SM/GeM/24-25	Dated: 30/08/2024

Through "Submission of offer In Single/Two- Bid Format"

The Bids must be submitted in the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) only.
Manual/Offline bids shall not be accepted under any circumstances.

[Only Class-I or Class-II Local Supplier under Make-in- India are eligible to participate in this Tender]

Kindly Note:

1. Only those documents/ forms which are relevant to this tender and which have been called for should be submitted.
2. Kindly note we would prefer you to convey your acceptance of NIT terms and conditions in toto on your letter head as a self-declaration rather than submitting our NIT (duly signed and sealed).
3. Submission of Technical specification, Brochure Technical Literature is mandatory.

Kindly cooperate with us in saving the environment by reducing the requirement of printing

N.B.: THIS BID DOCUMENT IS FREE OF COST IF DOWNLOADED FROM THE WEBSITE <https://etenders.gov.in/eprocure/app>
and FROM INSTITUTE WEBSITE www.nmlindia.org,

HOWEVER, THE BIDS HAVE TO BE SUBMITTED ONLINE IN THE CENTRAL PUBLIC PROCUREMENT PORTAL
(URL: <https://etenders.gov.in/eprocure/app>) ONLY.

The Director, CSIR-National Metallurgical Laboratory, Jamshedpur, invites Sealed bids from manufacturers, their distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below as per due date and time mentioned in the CPP Portal. Brief specifications are provided below:

Sl. No.	Material Description	Quantity
01	Spares & Consumables for Coal Petrological Microscope Model: DM4500P, Leica make.	1 Unit.
<ul style="list-style-type: none"> • Installation of the equipment / spares, for functionality of the equipment, in the present case, will be the sole responsibility of the supplier / Indian Agent. • Delivery is to be completed within 6-8 weeks from the date of issue of Purchase Order and Training is to be provided within 15 days of receipt of materials, failing which LD Clause will be applicable as per clause No.31 L.D. Clause will also applicable for delay in installation. • Installation & Commissioning is to be done within 03 days of the receipt of material in CSIR- NML. 		
<ul style="list-style-type: none"> • Firm will also provide the following information in their bid/quotation for offered item: • (i) Country of Origin • (ii) Country of Shipment • (iii) Mode of Transportation (Air/Sea/Road/Rail). 		

Format:

- | | |
|--------|--|
| (i) | Bidder information Form |
| (ii) | Code of Integrity & Conflict of Interest |
| (iii) | Manufacturer's Authorization |
| (iv) | Land Sharing Border |
| (v) | Bid Securing Declaration Form |
| (vi) | Price Schedule Form (PDF)[India(INR)/Foreign (Multicurrency)as applicable] |
| (vii) | Schedule of Requirements |
| (viii) | Local Content Declaration Form |
| (ix) | Bank Details Format |
| (x) | Terms & Conditions |

Bidder should also submitted with Envelope in NIC's CPP Portal online :

- Technical Commercial Bid
- Brochure Catalogue
- Past PO copies
- Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.
- Copy of GST Certificate and PAN.

TERMS & CONDITIONS FOR TENDERS

1. Please indicate the item serial numbers of our enquiry letter against the names of respective item quoted by you or quote in the same order as mentioned above.
2. Complete specifications of items should be given with the name of manufacturers. Offer of stores vaguely described or incomplete offers are liable to be ignored. Literature/Pamphlets of the quoted item/model should also be enclosed with the quotation.
3. The delivery of the item is needed **within 6-8 weeks** from the date of order. THE OFFERED DELIVERY PERIOD SHALL HAVE TO BE STRICTLY ADHERED TO INCASE AN ORDER IS PLACED.
4. All the above instructions and our standard terms and conditions printed must be complied failing which your offer may be liable for rejection.
5. CONDITIONAL tenders shall not be considered.
6. Deleted
7. The bidder must comply with Order Nos. P-45021/2/2017-PP (BE-II) (E-43780) dated 24.08.2020, 28.08.2020 and 31.08.2020 and also Make in India Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India and any amendments thereon. **THE ONUS FOR ENSURING COMPLIANCE TO THE PROVISIONS OF THESE POLICY NOTIFICATIONS KEEPING IN VIEW THE REQUIREMENTS UNDER THIS TENDER DOCUMENT ENTIRELY RESTS WITH THE BIDDER.**
 - a) As per Govt. of India procurement policies the eligibility of the suppliers for this tender is restricted to Class I and Class II local suppliers as per Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. P-45021/2/2017-PP (BE-II) dated 04 June 2020 and OM No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 as per the definition below*
 - b) As per Govt. of India, the procuring entity intends to give purchase preferences to products /goods manufactured by Micro & Small Enterprises as per rules in force.

"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' in DIPP OM No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 or by the competent Ministries/Departments in pursuance of this order.

"**Class-II local supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' in DIPP OM No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 or by the competent Ministries/Departments in pursuance of this order.

"**Non-Local supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' in DIPP OM No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 or by the competent Ministries/Departments in pursuance of this order.

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

"**Nodal Ministry**" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

The above bidders are required to indicate percentage of local content and provide self-certification that the items offered meets the local content requirement for Class-I/Class-II as the case may be. Further the bidders shall also give then details of the location at which the local value addition is made.

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 declaration 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.

Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'! Non-local suppliers' for different types of procurement

- a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. **Non-Local supplier are not eligible for participation in this case.**
- c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

8. The prices are to be quoted in INR only.

9. **Firm may kindly provide the copy of past purchase orders placed on the firm by various organizations for the items those are being quoted to CSIR-NML in the present case or the pricelist of the quoted items as per NML"s enquiry.**

10.**If quote is provided by Indian Agent / Authorized Distributor then Manufacturer's authorization is to be submitted by the authorized distributor along with the bid.**

11.The Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for ten years after end of warranty period, if required. – **Applicable after installation of spares.**

12.**The Institute reserves the right to seek past purchase order copies from the user organizations. The past purchase order copies obtained from the user organizations will be kept entirely confidential &**

this will only be for tallying the prices for reaching at proper decision by Decision Making Committee of CSIR-NML.

13.If there is any discrepancy in the cost quoted between PDF Financial bid and BOQ, then the cost mentioned in the PDF will be final.

14.The Institute also may seek performance certificates from equipment manufacturers/the user organizations so as to confirm satisfactory functioning, installation & commissioning of the equipment, if applicable.

15.This lab/instt. is registered with Deptt. of Scientific & Industrial Research, Govt. of India and thus is entitled for payment at concessional rates of custom duty is leviable vide notification no. 51/96 dated 23.07.1996.

16.Submission of detailed requirements for installation & commissioning of the equipment: All Vendors / Agents must submit full details and requirements for installation & commissioning of the Equipment as per Technical Specifications submitted by them, if applicable.

- a. Water Supply (Filtered, Flow rate) Civil Works including Foundation, Flooring.
- b. Mechanical and Fabrication work required.
- c. Ambient Temperature Control (if required, as applicable).
- d. Cooling requirement (if any).
- e. Electrical and Power requirements.
- f. Space and Dimensions for Installation of the equipment as per the Quotation of the Vendor.
- g. Requirements of Special Gases, if any.

17.(i) ~~A Bid Security (BS) of **Rs. 00.00** is to be submitted along the bid as per our detail Terms & Conditions. :~~

(ii) A Performance Security (PS) of **3%** of the ordered value/ contract value needs to be submitted.

(iii) A bid securing declaration is to be submitted as per the provided format on your letter head as per the format by the bidder: Applicable

18. Bids of those tenders whose bid securing declaration are not received with the bids will be summarily rejected.

19. The bidders should quote as under:

The price of the goods quoted ex works including all custom duties, if any and other taxes already paid. The percentage of GST/IGST which will be payable on the goods if the contract is awarded. The price for inland transportation, insurance and other local services required for delivering the goods to the ultimate destination.

a) NO GST Exemption Certificate at the reduced rate will be issued as per notifications DT: 13/07/2022 of Ministry of Finance, Govt of India.

b) Full GST Rate as applicable may be charged and same may be mentioned in the Price Bid.

CSIR-NML GST No.: 20AAATC2716R2ZS

c) TDS will be applicable as per GST Rules.

~~**d) Customs Duty Exemption Certificate (CDEC) may be provided. If CDEC is provided then GST Certificate will not be provided and GST will not be applicable. same is mentioned by the firm in their quotation.**~~

Note: The offers of the firms who quote on Ex-works basis and do not mention the handling, documentation, packing, forwarding, transportation & insurance charges etc. separately shall be rejected as incomplete.

20. The mode of despatch of the items must be mentioned clearly in the quotation. Please indicate the approx. weight & measurements of the consignments also.
21. All offers should be **valid for 180 days** from the date of opening of the quotations.
22. The printed terms & conditions, if any, sent along with the tender shall not be binding on us.
23. The (Lab) reserves the right to reject or accept any or all the quotations received either in part or in full without assigning any reasons.
24. Bidder is requested to submit their offers in Single Bid Format in hard copy.
25. The firms must provide the Technical Compliance Statement that they comply to the tendered technical specifications of CSIR-NML.
26. The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid. CSIR-NML is a public funded scientific R&D centre and institute of higher studies (PhD). Please consider quoting special prices applicable to academic institutions as per your company policies.
27. **Payment : (Firm may kindly confirm CSIR-NML payment terms in their BID)**
- a) **For payment in Indian Currency:** 100% payment by RTGS within 30 days after completion of delivery of items in good condition and fulfillment of all contractual obligations including training to the entire satisfaction of CSIR-NML. Release of payment subject to submission of Performance Security/PBG as per PO, if any, after verification from the PBG issuing Bank.
- b) ~~For payment in Foreign Currency: 100% payment through wire transfer would be released after delivery of items in good condition and fulfillment of all contractual obligations including training to the entire satisfaction of CSIR-NML. Release of payment subject to submission of Performance Security/PBG as per PO, if any, after verification from the PBG issuing Bank.~~
- c) No advance payment will be made.
- d) ~~Advance payment can be made up to only 30% of material cost subject to submission of Bank Guarantee.~~

All the bidders are requested to furnish the following details in your letter head with signature and also cancelled cheque for authenticity along with your bid for making e-payment (RTGS/NEFT)

- i) 11 digit core banking Account Number
- ii) Type of Account (Saving / Current)
- iii) Name of Account Holder
- iv) Name of Bank & Branch
- v) IFSC Code Number
- vi) MICR Number
- e) ~~Foreign supplier, if quoted in foreign currency, will provide the Bank Details also in their letter head along with their offer.~~
28. **Warranty :**

The period of validity of the Warranty shall be **12 months** from the date of acceptance.

The Supplier must warrant that the goods supplied under the Contract are new, unused and the most recent or current and incorporate all recent improvements in design, materials as per specifications in this Tender Document. All Vendors (Manufacturers / Agents) must submit offers with **as per OEM**

from the date of successful and complete installation, commissioning, demonstration and testing in all respects at Site, i.e., (CSIR-NML, Burmamines, Jamshedpur). The compliance of this clause by the vendor would be the part of the evaluation criteria.

29. Installation, Commissioning, Integration and Demonstration:

The vendor will complete the installation & commissioning within **03 days** from the date of receipt of equipment/items at CSIR-NML.

~~Installation, Commissioning, integration and demonstration will be the sole responsibility of the Supplier / Indian Agent. Installation, Commissioning, integration and demonstration with all infrastructural works have to be done by the supplier. The vendor and Indian Agent will complete the installation & commissioning within **15 days** from the date of receipt of equipment/items at CSIR-NML. Installation of the spares and the functionality of the equipment, in the present case, will be the sole responsibility of the supplier / Indian Agent.~~

Training: (Not Applicable)

~~Training is required at CSIR-NML, Jamshedpur. Training is to be provided within **15 days** of the receipt of materials in CSIR-NML. Delay in training will attract Liquidated Damage clause.~~

30. Force Majeure Clause :

1) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

2) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

31. Penalty Clause : (Firm may kindly provide their acceptance/confirmation in their Bid/Quotation)

Subject to Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause on Termination for Default. Delay in supply and installation will attract this clause. Delay in installation beyond deadline as mentioned in Clause No. 29 will also attract the penalty Clause.

32. Denial clause :

If delay in delivery is due to default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD). In the denial clause, any increase in statutory duties and/or upward rise in prices or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties and foreign exchange rate.

33. Termination for Default :

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part.

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited; if applicable.
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

34. Extension of time :

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

35. 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. 36 (Settlement of Disputes).

36. Settlement of Disputes :

i) The Purchaser and the supplier/service provider 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/Service Provider 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/service 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/service provider 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 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.

(b) Arbitration Clause in the domestic agreement will be as under:

ARBITRATION

1. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is especially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim awards(s) and /or directions, as may be required.
3. 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.

(c) 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 provisions 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 the Supplier.

37. Performance Security: Not Applicable

Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) of 3% of the Purchase Order value valid till 60 days after the warranty period.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.

In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder

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 Foreign bank with preferably its operating branch in India in the form provided in the bidding documents.
Or
- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

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.

The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

- 38. **CSIR-NML reserves the right to ask the vendors / suppliers to submit the shortfall documents pertaining to their eligibility criteria etc. as mentioned in the tender document after opening of the offer within the stipulated time failing which their technical offer may be considered as non- responsive.**
- 39. **In pursuant 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 provided 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:-

- a. **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.**
- b. **"Bidder" (including the term „tendered", „consultant" or „service provider" in certain (contexts) means means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.**
- c. 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 Div., Department of Expenditure, Ministry Of Finance, Govt. of India** means:-
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or

- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

d. 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(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 the 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 (i) or (ii) or (iii) 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 of ownership.

e. An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

f. 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.

Thanking you,
Yours faithfully,

Sd:-
Stores & Purchase Officer
For and on behalf of Council of Scientific & Industrial Research

Annexure-I

Technical Details/Specifications

Sl. No.	Material Description		
01	Spare parts for coal microscope model: DM4500P, Leica make.		
	Sl No.	Description	Quantity
	01.	11640620: LASX Industry core	01
	02.	11640879: Dongle for LASX optional modules	01
	03.	11640559:LASX measurements	01
	04.	11640558:LASX 2D analysis	01
	05.	11640562:LASX live image builder XY	01
	06.	11640563: LASX live image builder Z	01
	07.	11640588:LASX phase expert	01
<p>End Use: The software is needed to be upgraded to LASX version which is compatible with latest generation Windows 10/11.</p>			

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]

Page 1 of _____ pages

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's 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 _____

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 in 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

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 NML's Tender Enquiry, 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]*

Land Sharing Border Certificate

[To be submitted by the bidding/participating firm in their letter Head]
(Certificate is to be addressed to the Director, CSIR-NML)

[For details for 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 may be referred to CSIR-NML"s website <http://www.nmlindia.org> under tender notice]

To

The Director
CSIR-National Metallurgical Laboratory
Burmamines,
Jamshedpur 831007

Sir

With reference to NML's tender Enquiry bearing No. dated this is certified that:-

- (i) I have read 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 and the Notice bearing No. dated of CSIR-NML pertaining to clause regarding restrictions on procurement/services from a bidder of a country which shares a land border with India; I hereby certify that bidder M/s. is not from such a country and is eligible to be considered.
- (ii) The manufacturer of the offered item does not pertain to such a country which shares land border with India.
- (iii) If our bid is accepted as per certificate given by us as Point No. (i & ii) above is found to be false, this would be a ground for immediate termination and further legal action in accordance with law by the procuring entity (i.e. CSIR-NML on behalf of CSIR, New Delhi) may be taken.

For and on behalf of M/s.

[Seal of the firm]

Place:-

Date:-

Bid-Securing Declaration Form

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)

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder _____

TENDER No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item-Description	Country of origin	Unit	Qty.	Unit price Indicating currency FOB (named port of shipment or FCA (named place of delivery)	Total price (5x6) FOB (named port of shipment) or FCA (named place of delivery)	Charges for Insurance & transportation to port//place of destination	Total price CIF/CIP (retain one only) (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Approx. Ship-ment weight and volume	Indian-Customs Tariff No and HSN No. (ICT & HSN- No.)

Note:

Currency _____

Total Bid price in foreign currency _____

in words _____

(a) Indian agents name & address _____

(b) Installation, commissioning & training charges, if any _____

Signature of Bidder _____

Name _____

(c) Cost of Spares, if any _____

Business Address _____

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.

(e) Approx. Gross Weight & Net Weight _____

(f) Volume of goods _____

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forwarding up to station of dispatch, If any	Charges for inland transportation, insurance up to Lab. / Instt.by air/road/ rail (retain one only)	Total Price	Installation, Commissioning and training charges, if any

Note:

- (a) Cost of Spares, if any _____
- (b) Approx. Gross Weight & Net Weight _____
- (c) Volume of goods _____

Total Bid price in Indian currency _____
in words _____

Signature of Bidder

Name

Business Address

SCHEDULE OF REQUIREMENT

Sl. No.	Brief Description of Goods & Services along with HSN Codes	Quantity	Physical Unit	Final destination/ Place	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt., acceptance test, etc. after the arrival of consignment (to be filled by the bidder)

Term of delivery: FOB/FCA/CIF/CIP _____ F.O.R CSIR-NML _____ *(named port of shipment or named place of delivery)*

(retain only one)

Period of delivery shall count from: _____

(to be filled by the bidder)

Country of Shipment: _____

Country of Origin: _____

Scope of Supply: _____

Approx. Gross & Net Wt. with volume: _____

Training requirement: _____

(Location, no. of persons, period of training, nature of training)

Date :

Place : **Signature of the Bidder**

Notes for Bidders:

- (1) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.
- (2) The date or period for delivery should be carefully specified, taking into account
 - (a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that delivery takes place when goods are delivered to the carriers), and
 - (b) The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

LOCAL CONTENT DECLARATION FORM

REF:

DATE:

To,

The Director,
CSIR-National Metallurgical Laboratory,
Jamshedpur- 831007
Jharkhand

Subject : Declaration regarding local content Reference :

- i. DPIIT notification no. F-45021/2/2017-PP(BE-II) dated 04.06.2020 and again on 16.09.2020 and any amendment thereon
- ii. DPIIT(PPE), Ministry of Commerce, GoI, notification no. P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 , 4 March 2021 (and any amendment thereof)
- iii. CSIR-IIP Tender no. _____
- iv. Our quotation no. _____ dated _____

Dear Sir,

With reference to the above notifications of DPIIT, we hereby declare the following -

1. We are the manufacturer for the items mentioned in above referred quote
2. We _____ have _____ authorized _____ Mr./Ms _____ (name) _____ designation _____ of our company for giving declaration regarding local content w.r.t. the referred DPIIT notification(s) and any amendment thereon. Our company owns the responsibility for the signature of above official regarding local content being declared herewith. Now onward above mentioned signatory will correspond with your department regarding local content. We understand that the local content is not claimed by us on the basis of ***profit, warehousing, marketing, logistics, freight, transportation, insurance, installation, commissioning, training, after sales services, AMC/CAMC etc as local value addition.***
3. The local content in our referred item's quote is _____% as per above notification of DPIIT.
4. We are Class (I or II) (*bidder to choose* either one) supplier as per DPIIT Notifications.
5. Local content value addition is at place _____
6. We understand that false declaration of local content %age w.r.t. above DPIIT order will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules (GFR)2017 for which the bidder or its successors can be debarred for upto two years as per Rule 151(iii) of GFR alongwith such other action as may be permissible under law.

Thanking you.

Yours faithfully

Date:

Place:

BANK DETAILS

TO BE SUBMITTED ON COMPANY'S LETTERHEAD

NEFT/RTGS/ECS DETAILS FOR CONTRACTORS

1	Bank Account No.
2	Beneficiary Name:
3	Address:
4	BANK & Branch Name:
5	Address:
6	MICR Code:
7	Branch Code
8	IFSC Code:
9	VAT NO.
10	PAN No.
11.	SERVICE TAX REGISTRATION NO.
12.	GST No.
13.	EPF REGN. NO
14.	ESI REGN. NO.
15.	CONTACT NO. & E MAIL ID:
16.	NAME OF THE CONTACT PERSON WITH DESIGNATION, ADDRESS & CONTACT NO. :

IF THE PARTY HAS AN ACCOUNT WITH ANY BRANCH OF SBI WITHIN KOLKATA THEN NO SERVICE CHARGE WILL BE REQUIRED. THE OTHERS HAVE TO PAY FOR RTGS TRANSFER. A DECLARATION TO THAT EFFECT IS REQUIRED.

LESS THAN Rs.1 lakh Rs.5/-

LESS THAN Rs.5 LAKH

Rs.25/- MORE THAN Rs.5

LAKH Rs.50/-

SIGNATURE (WITH OFFICE SEAL)

TERMS & CONDITIONS

TenderNo.	NML/PUR/	
Sr. No.	Approximate weight of the Consignment	Approximate dimensions of the consignment
1		
2	Indian Customs Tariff No. and HSN No.(ICT & HSN No.)	
3	Country of Origin	
4	Percentage of Local Content	
5	Annual Turnover	
6	Type of Supplier	
7	Mode of ShipmentBy Air / SEA / Road / e-download	
8	Port of Destination	Final Destination
9	Delivery Term (INCO Term), as the casemay be	
10	Delivery Schedule including Supply, Installation, Commissioning, Training & Acceptance	
a)	Delivery of the Item [In weeks / Days / Months] from the date of PO / LC / ILC / Advance[Mention the appropriate term]	
b)	Installation & Commissioning from the date of Delivery of item [In weeks/Days/Months]	
c)	Training from the date of Installation &Commissioning of item [In weeks/Days/Months]	
d)	Acceptance from the date of Training[In weeks/Days/Months]	
11	Installation & Commissioning (if any) Quoted Price inclusive or exclusive	
12	Training (if any) Quoted Price inclusive or exclusive	
13	Payment Term	
14	Currency of Bid/Quotation	
15	Statutory Levies [GST/IGST or any other taxes, duties] % of tax to be mentioned.	
16	Bidder GST No.	

17	Bidder GST No.	
18	Bidder Bank Details along with Cancelledcheque	
19	Warranty	
20	Agree to submit Performance Security	
21	Validity of offer	
22	Order to be placed [Full address, Tel #, Fax #, Email Id, Contact Person]	
23	Nature of the item [to be specified] Hazardous/Radio Active/ Perishable/ Dangerous/ Shelf-life or any other	
24	Bidder to mention in the quote, any special carrier requirement is necessaryfor transport viz Special License, ODC etc.,	
25	Any other	

26. The average annual financial turnover of our firm M/s..... during the last three years, ending on 31st March, is more than, as per Chapter-6, Clause No.6.3, as per the following data:

Financial Year				Average
Annual Financial Turnover in Rupees crore				

The net worth of our firm M/s_____ had not been negative on 31st March and also it has not eroded by more than 30% (thirty percent) in the last three years, ending on 31st March 2021 as per the following data:

Financial Year end date				
Net worth in Rupees lakh				

Signature and seal of the Bidder
Date: