



CSIR – National Geophysical Research Institute

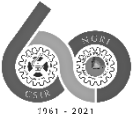
TENDER DOCUMENT

Tender No. 16(03)2021–Pur/T–35

Dated 09th March, 2022

Rate Contract for High Purity Lab Gases

Uppal Road,
Hyderabad – 500 007
Tel: 0091 40 27012486
27012370
Fax: 0091 40 27171564
e-mail: purchase@ngri.res.in

	सीएसआईआर-राष्ट्रीय भूभौतिकीय अनुसंधान संस्थान CSIR - NATIONAL GEOPHYSICAL RESEARCH INSTITUTE (वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् / Council of Scientific & Industrial Research उप्पल रोड, हैदराबाद / Uppal Road, Hyderabad-500 007, (तेलंगाणा/Telangana), भारत/India दूरभाष/Tel: +91 40 27012370 / 27012887 फैक्स/Fax: +91 40 27171564 ईमेल/Email: purchase@ngri.res.in
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विदा के लिए निमंत्रण / INVITATION TO TENDER

सं./No. 16(3)2021-Pur/T-35

09th March, 2022

सेवा में/To

प्रिय महोदय/Dear Sirs,

हम नीचे दिए गए निबंधन एवं शर्तों के अनुसार निम्नलिखित सामग्रियों की आपूर्ति में रुचि रखते हैं। वापसी मेल द्वारा कृपया अपनी ब्योरेवार दर सूची प्रस्तुत करें।

We are interested in procuring of the following materials as per the terms and conditions given below. Kindly submit your detailed tender through e-procurement portal (etenders.gov.in) **on or before 30.03.2022 by 02:00 PM.**

Sl.No.	Description of items	Qty	Period	Single/ Two bid	Bid Security
1	RC for Supply of High Purity Gases (Detailed specifications stated in attached annexure-I) One year (From the date of issue of order)	As per attached Annexure-I	From the date of issue of order	Two Bid	Bid Security Declaration (BSD)

निबंधन एवं शर्तें/ Terms & Conditions

- 1. INVITATION TO BID:** Online tenders are invited through the web-portal <https://www.etenders.gov.in> in two-part bidding system; Part-I Techno-commercial bid and Part-II Commercial or Financial Bid. Both the bids (i.e. Part-I and Part-II) may please be submitted on the web portal.
- First the Part-1, technical bid shall be opened in presence of bidder, if any, on its scheduled date and time of opening and the same shall be evaluated.
- The Bid security should be submitted in its original form, to the following address on or before the bid submission time:

The Stores & Purchase Officer

CSIR-National Geophysical Research Institute, Uppal Road, Hyderabad – 500 007, India.

Tel: 0091 40 27012486 / 27012367 -Fax: 0091 40 27171564, e-mail: purchase@ngri.res.in And scanned copy of

Bid Security should be submitted along with (Technical Bid – Part –I)

The Bid Security can also be submitted through wire transfer directly to CSIR-NGRI account. However, the proof of transfer of amount i.e., UTR detail should be submitted to this office before close of the bid submission date and time as indicated in the tender document.

The following are the Bank details:

- **Name of the Account: Director, CSIR-NGRI, Hyderabad**
- **SBI Account No. 62047041033**
- **IFSC Code: SBIN0020087**
- **Name of Bank: State Bank of Hyderabad**
- **Name of the Branch: Habsiguda branch,**
- **Uppal Road, Hyderabad-500007.**

- 3.1 The prospective bidder should have at least one year of supply experience of high purity gas(es) to the Central Govt Institution/State Govt Institution/Autonomous Organisation. Copy (ies) of PO/ Rate Contract, if any, for supply the gases should be enclosed.
 - 3.2 Purity Certificate of the above-mentioned gases should be enclosed. It should not contain impurities more than the standard permissible limit.
 - 3.3 The prospective bidder for RATE CONTRACT should must have a showroom / warehouse / delivery point in Hyderabad so that our requirement of gases should be fulfilled in time on short notice for our R&D analysis work.
4. Purchase preference as per Make in India Policy:
- 4.1. In accordance with the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Order No. P-45021/2/2017-PP (BE-II) dated 28/05/2018 under Public Procurement (preference to Make in India) Order 2017, The bids will be evaluated as per following guidelines:
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.
If L1 bid 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, and the contract shall be awarded to such local supplier subject to matching the L1 price purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
In case such lowest local supplier fails to match the L1 Price, the local supplier with the next higher within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly, in case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.
 - 4.2. **Margin of Purchase Preference:** The margin of purchase preferences shall be 20%.
 - 4.3. **Verification of local content:** The local supplier at the time of tender, bidding is required to provided self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - 4.4. The benefits as per MSME guidelines as per the Government of India notifications shall also be extended.
 - 4.5. **The Director, CSIR-NGRI, reserve the right of not relaxing the criteria of prior experience in accordance with the O.M. No.F.20/2/2014-PPD(Pt), dated 20/09/2016 of Ministry of Finance, Department of Expenditure Procurement Policy Division.**
5. The Director, CSIR-NGRI reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons there for:
- Date of issue of Tender: 09-03-2022**
- Last date of Submission of Tender: 30-03-2022**
- Date of opening of Tenders: 31-03-2022 – (Part-I)**
- Date of opening of Commercial Bids: 07-04-2022 (Tentative)**
- Date of Placement of P.O. /Issue of Contract: 15-04-2022 (Tentative)**
6. Chance to represent the technically disqualified bidder, if any, if desire(s) to do, shall be provided for a week time from the date of technical evaluation.

7. Since purity of the gas is very essential for our R&D analysis work, the same must be complied while delivering us the gas. Purity levels must be as per our requirement. Certificate of purity for gases tested by accredited laboratory to be submitted.
8. **RATES:** Tenderer must invariably bid exact rate on per cubic metre (per cum)/per Kg basis as per the BOQ for respective gases etc. against our tender specifications as **Final cost**. To and fro, pick up, delivery, loading and unloading charges per cylinder (inclusive of GST) should be mentioned in the BOQ (Bill of Quantity) document and should be uploaded into CPP online portal that is <https://www.etenders.gov.in>. Non-mentioning of these shall result in summary rejection of the bid.
9. Tenderer must bid for the picking up of empty cylinders and delivery of standard sizes filled cylinders with respective gases. They will have to arrange for collection of empty cylinders and delivery of filled cylinder at stores Department within CSIR-NGRI, Hyderabad. Costs associated with picking up of empty cylinders and delivery of filled cylinder(s) has to be included in the Bid.
10. The free period of retention of **your rental cylinder(s)** will be one month from the date of delivery. However, the bidder must bid the monthly rental charges after free period.
11. Any other charges related with the safety of the gas cylinders must be bided separately.
12. **TAXES(GST):** We are entitled to pay concessional rate of **GST @ 5%** as per the **Notification No. 45/2017 – Central Tax (Rate) dated 14th November, 2017 of Govt. of India, Ministry of Finance (Department of Revenue)**. In this regard, a relevant certificate from the Head of the institute shall be provided to the supplier. In each case, certifying that the said goods are required for research purpose only. **If there is no explicit mention of taxes in your offer then quoted price will be deemed inclusive of such taxes.** No other charges except those mentioned clearly in the bid will be paid.
13. **GST NUMBER OF CSIR-NGRI, HYDERABAD: Our GST number is 36AAATC2716R1ZG.**
14. **GST NUMBER OF THE BIDDER:** The prospective bidder should mention its GST Number in its bid. In subsequent bill(s) on supply of gas(es) bidder's GST number and our institute's GST number should invariably be mentioned on conclusion of Annual Rate Contract as a result of this invitation to bid.
15. **VALIDITY OF BID:** Your bid(s) should be valid for **90 days** from the date of submission of the bid.
16. **Incomplete bids will be rejected.**
17. **BID SUBMISSION:** It may be ensured that your bid(s) for the Rate Contract in line with the above requirements should be submitted on the web-portal <https://www.etenders.gov.in> up to **30.03.2022 by 02.00 PM. IST.**
18. **BID OPENING; The online, Part-I Technical bid will be opened on 31.03.2022 at 02.00 PM IST** in purchase section in the presence of the representatives of the bidder, if any. If any unscheduled holiday occurs on the date of closing/opening, then next working day shall be the prescribed date of closing/opening. Requests for postponement will be not be entertained.
19. **The technical bid shall be evaluated and the Part-II financial bid of only technically qualified bidders shall be opened. The date, time and venue of opening of the Part-II, Financial Bid shall be informed to the technically qualified bidder and it will be opened in presence of bidder's representative, if any.**
20. **BASIS OF EVALUATION OF PART-II, FINACIAL BIDS FOR SUPPLY OF GASES IN NGRI OWN GAS CYLINDERS:**
The Bids will be evaluated on the basis of rates for gases per cum/ kg per cylinder + to and fro pickup and delivery, loading and unloading charges per cylinder (Inclusive of GST). Bidders must therefore quote accordingly. Any bid which does not contain all/any of these points will be rejected as incomplete bid. The Prospective bidder for ANNUAL RATE CONTRACT should must have a showroom/warehouse/delivery point in Hyderabad so that our requirement of gases should be fulfilled in time on short notice for our R&D analysis work.

21. BASIS OF EVALUATION OF Part-II, FINANCIAL BIDS FOR SUPPLY OF GASES IN **SUPPLIER'S RENTAL CYLINDERS**:
The Bids will be evaluated on the basis of rates for gases per cum/ kg per cylinder + to and fro pick will be and delivery, loading and unloading charges per cylinder (inclusive of GST). + monthly rental charges after free period of one month (inclusive of GST). Bidders must therefore quote accordingly. Any bid which does not contain all/any of these points will be rejected as incomplete bid. The prospective bidder for ANNUAL RATE CONTRACT should must have a showroom / warehouse/ delivery point in Hyderabad so that our requirement of gases should be fulfilled in time on short notice for our R&D analysis work.
22. **AWARD OF CONTRACT: The Rate Contract shall be awarded to the lowest evaluated bidder for the respective gases on the recommendation of Purchase Committee and subsequent approval of the Competent Authority, as per the rule.**
23. Enlistment under Rate Contract with this institute does not ensure business of any quantum, whatsoever. The firm should be willing to promptly supply even low quantities of items under RC on the RC prices & terms to CSIR-NGRI, if the order is placed to it. Refusal to do so will be viewed as default under the RC.
24. **PARALLEL RATE CONTRACT: Institute may have parallel rate contract with other L2 & L3 bidder on the lowest (L1) evaluated bid value to fulfil the urgent requirement of the gas in emergency.**
25. **VALIDITY OF RATE CONTRACT: The Rate Contract as a result of this bidding shall be valid for one year from the date of conclusion of rate contract/ parallel rate contract.** It may be extended for a further period of one year on the mutual agreement between both the parties on existing rate and terms and conditions.
26. **PLACEMENT OF PURCHASE ORDER: PO may be placed up to the last day of currency of ARC and the Annual Rate Contract shall be in force for the purpose of delivery for all the items ordered during the currency of Rate Contract.**
27. **CHECKING OF PO BY THE R&C HOLDER SUPPLIER:** The R/C holder on receipt of PO shall check for its correctness as per the terms and conditions of R/C and take up the matter with CSIR-NGRI/ for corrections / amendments if any, in order to avoid any dispute at a later stage. In case, higher rates have been inadvertently mentioned for any particular item, the R/C holder must inform CSIR-NGRI, Hyderabad about the same and proceed with the supply as per the R/C approved rates only.
28. **PAYMENT ON SUPPLY OF GASES:** Payment will be made by NEFT/RTGS only within 30 days from the date of acceptance of material subsequent o receipt of the same in good condition. Bill should be sent in triplicate for payment and should be pre-receipted with a revenue stamp. Advance payment will not be made. Certified copy of your latest Bank account detail consisting of Name of the Bank, Bank Account Name, Account Number, and IFSC code should be provided. The firm is expected to furnish the details of their bank account, IFSC Code TIN & PAN Nos., etc in order to enable CSIR-NGRI, Hyderabad to make payments through NEFT / RTGS.
29. **FALL CLAUSE:** The R/C would be guided by the fall clause i.e. if the R/C holder reduces its price or sells or even offers to sell the rate contracted items following conditions of sale similar to those of the R/C, to any person or organization during the currency of the R/C, the R/C prices will be automatically reduced with effect from that date for all the subsequent supplies under the R/C and the R/C amended accordingly.
30. **LIQUIDATED DAMAGE:** In the event of failure to supply the items within the stipulated delivery period, Director, CSIR-NGRI, Hyderabad reserve the right to accept the delivery in part or in full and to claim liquidated damages from the firm @ 0.5% per week subject to the maximum of 10% of the total value of the Purchase Order.
31. **ARBITRATION:** Any dispute arising out of this contract shall be referred to the sole arbitration of DG, CSIR or his nominee. The award of arbitration shall be final and binding on the parties.

32. The rate and terms of the Rate Contract would also be applicable for the purchases made by the Scientists/ Students of CSIR-NGRI, Hyderabad on case purchase basis and hence, the firms or their Agents are not allowed to charge higher prices than those approved under the R/C.

It may kindly be noted that:

- a) CSIR-NGRI, Hyderabad reserves the right to reject any bid(s) or to conclude more than one R/C for the same item and has the option to re-negotiate the prices with R/C holders.
 - b) In case of emergency, CSIR-NGRI, Hyderabad may purchase the same items through *ad hoc* contact from any other supplier.
33. **CANCELLATION OF THE CONTRACT:** The Enlistment of contract can be cancelled at any time if the firm is found as "Habitual Defaulter" or supplying sub-standard material or for any other reason, based on the complaints received from the users.
34. **TERMINATION OF THE CONTRACT:** Director, CSIR-NGRI, Hyderabad reserves the right to terminate Annual Rate Contract at any time of giving one month notice without assigning any reason. In the event of any dispute, the decision of Director, CSIR-NGRI, Hyderabad will be final and binding on the supplier.
35. **The right of acceptance of the tender rests with** Director, CSIR-NGRI, Hyderabad who does not bind himself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received, without assigning any reason thereof.
36. In case of non-fulfilment / non-compliance of the above terms & conditions your bid shall be treated as incomplete.

कृपया प्राप्ति की पावती दें / Kindly acknowledge receipt.

भवदीय/Yours faithfully,

भंडार एवं क्रय अधिकारी /Stores & Purchase Officer
सीएसआईआर या उसकी ओर से / For and on behalf of CSIR

Annexure – I

The following High Purity Laboratory Gases (both for refilling in buyer cylinders and in seller's rental cylinders, excluding LPG) for CSIR-NGRI, UPPAL ROAD, Hyderabad – 500 007). **The prospective bidder for RATE CONTRACT should must have a showroom/warehouse/delivery point in Hyderabad so that our requirement of gases should be fulfilled in time on short notice for our R&D analysis work.**

- A. The gases mentioned in the table are only INDICATIVE of our requirements. Some of them may not be required also. You can INCLUDE any other gases (commonly used in R&D organizations) and quote the prices accordingly.
- B. All above gases to be filled in your cylinders only. However, separate per unit rate for only filling the gases in our own cylinder may also be given for each gas. Hence, rates may be quoted for supply 1) in your own cylinders. 2) in our cylinders.
- C. Cylinder should be neatly sealed after filling the gas and valve guard should be provided with the cylinder.
- D. Purity levels must be as per our requirement. Certificate of purity for gases tested by accredited laboratory to be submitted.
- E. Please specify the time required for filling the gases.
- F. Delivery required within 5 working days.
- G. On receipt of empty cylinders from CSIR-NGRI, Hyderabad, firm should acknowledge the same by furnish manufacturer/own Quality Assurance Certificate.
- H. Do specify the feasibility of testing and carrying out repairs on cylinders at your site. If necessary, the required charges must be quoted accordingly.
- I. **Cylinders are required to be tested and inspected from authorized facility every five years. Bidder MUST also provide such facility, if required and also arrange for the testing/inspection certificate from the authorized facility after testing/inspection on behalf of CSIR-NGRI for which the prices should also be quoted separately.**

Sl. No	Type of Gases	Purity Level %	Quantity	Units (Cubic Meter/ Kilo Gram)
1	Argon Gas High Purity	99.995%	398	CUM
2	Nitrogen Gas High Purity	99.995%	117	CUM
3	Helium Gas High Purity	99.999%	37	CUM
4	Oxygen Gas High Purity	99.9%	7	CUM
5	Carbon Dioxide (CO ₂) Gas Purity	99.995%	7	KG
6	Hydrogen Gas High Purity	99.999%	7	CUM
7	Zero Air Gas purity	99.999%	7	CUM
8	P-10 Gas Cylinders Purity	99.99%	6	CUM
9	Medical Oxygen	99.999%	1	CUM
10	LPG Cylinders - 5 Kg		1	KG
11	Methane Gas Cylinder purity	99.9995%	2	CUM
12	Mixed Composition of Gas (25% of CO ₂ + 75% of Nitrogen) purity		2	CUM

Contract form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*],
[*insert: year*]. BETWEEN

- (1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi- 110001, India represented by _____ [*insert complete name and address of Purchaser*] (hereinafter called "the Purchaser"), and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier's Bid and original Price Schedules
 - (f) The Purchaser's Notification of Award
 - (g) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research Signed: [*insert signature*] in the capacity of [*insert title or other appropriate designation*] in the presence of [*insert identification of official witness*] Signed: [*insert signature*] in the capacity of [*insert title or other appropriate designation*] in the presence of [*insert identification of official witness*]

For and on behalf of the Supplier

Signed: [*insert signature of authorized representative(s) of the Supplier*] in the capacity of [*insert title or other appropriate designation*] in the presence of [*insert identification of official witness*]

Annexure - A**STANDARD FORMS****Table of Contents**

Sl. No.	Name
1.	Bidder Information Form
2.	Manufacturers' Authorization Form
3.	Performance Statement Form
4.	Deviation Statement Form
5.	Service Support Detail Form
6.	Bid Form
7.	Performance Security Form
8.	Acceptance Certificate Form
9.	Bid Securing declaration Form
10.	Bid Security Form

Bidder 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 Invitation for bids]*

Page 1 of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
(I) 6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub- Clauses 4.1 and 4.2.

Signature of Bidder _____

Name _____

Business Address _____

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.]

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 Clause 21 of 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]*

PERFORMANCE STATEMENT FORM

Name of the Firm.....

Order placed by (full address of purchaser)	Order No. and date	Description and Qty. of ordered equipment	Value of order	Date of completion of delivery as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed Satisfactory? (Attach a certificate from the purchaser/ Consignee)	Contact Person along with Tel. No Fax No. & e-mail address

Signature and Seal of the manufacturer / Bidder

Place:

Date:

DEVIATION STATEMENT FORM

The following are the particulars of deviations from the requirements of the tender document and specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place: Date:

Signature and seal of the Manufacturer/Bidder

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

SERVICE SUPPORT DETAIL FORM

Sl. No.	Nature of Training Imparted	List of similar type Equipment serviced in the past 3 years	Address, Telephone Nos. Fax Nos and e mail address

Signature and Seal of the manufacturer/Bidder.....

Place:

Date:

BID FORM

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

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for Bids] Invitation for Bid No.: [insert No of IFB]

To: [insert complete name of Purchaser] We, the undersigned, declare that:

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

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

- e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 and GCC Clause 13 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
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(If none has been paid or is to be paid, indicate "none.")

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

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Submission Form]

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

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder] Dated on _____ day of _____ [insert date of signing]

ACCEPTANCE CERTIFICATE FORM

No:

Dated:

M/s _____

Sub: Certificate of commissioning of equipment (Computer/Server, etc.)

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2).

The same has been installed and commissioned.

- (a) Contract No. _____ Date _____
- (b) Description of the equipment _____
- (c) Name of the consignee _____
- (d) Scheduled date of delivery of the consignment to the Lab./Instts. _____
- (e) Actual date of receipt of consignment by the Lab./Instts _____
- (f) Scheduled date for completion of installation/commissioning _____
- (g) Actual date of completion of installation/commissioning _____
- (h) Penalty for late delivery (at Lab./Instts. level) Rs. _____
- (i) Penalty for late installation (at Lab./Instts. level) Rs. _____

Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered
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1. The acceptance test has been done to our entire satisfaction.

The supplier has fulfilled his contractual obligations satisfactorily
or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a)..... (b) (c).....
(d).....

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier
Signature
Name
Designation
Name of the firm
Date

For Purchaser
Signature
Name
Designation
Name of the Lab / Instt.....
Date

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas hereinafter 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 (CSIR/Lab) 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 the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to 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 and address of the Bank and address of the Branch.

PERFORMANCE SECURITY FORM**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

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 you 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 be valid until the day of, 20.....

(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

- **Stores & Purchase Officer**

BID SECURING DECLATION

(to be signed by the bidder and to be submitted along with the bid)

I / We accept that if I/We withdraw or modify their Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I / We will be suspended for the period of 2 years in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids i.e., CSIR-NGRI.

(Signature of the Bidder)