

**Composite Regional Centre for Skill Development,
Rehabilitation & Empowerment of Persons with Disabilities**

(Under the Administrative Control of NIEPID, Secunderabad)
Department of Empowerment of Persons with Disabilities (Divyangjan)
Ministry of Social Justice & Empowerment
B-Block, Devaraj Urs Layout,
Davangere - 577 006

Tele: 08192-233464, 233465, [website: https://credivg.nic.in](https://credivg.nic.in)

Email: director.credvg@gmail.com

Ref. No. CRC-DVG/S&P/ADIP(Vol-II)-22

Date: 31/03/2022

NOTICE INVITING TENDER

E-tenders under **Single Bid System** (Technical and Financial bids) are invited for supply of Prosthetics and Orthotics (P&O) Wheel Chairs (Large) from eligible Authorised Dealers/suppliers. The bids are to be submitted on or before 07/04/2022 by 1200 hrs. as per the terms and conditions prescribed in the tender document. For downloading tender documents, please log on to website: www.eprocure.gov.in. The tender will also be available at www.credvg.nic.in under New Announcements.

TENDER SCHEDULE

Ser.	Description	Schedule
1.	Name of the work	Supply and installation of "Prosthetics and Orthotics (P&O) Wheel Chairs (Large)" as specified in Annexure-II
3.	Cost of tender document	Nil
4.	Earnest money deposit (EMD)	Rs. 12,000/- (Rupees Twelve Thousand Only) (RTGS/ NEFT Copy need to be attached). The bank account details are as follows: Account Name: Composite Regional Centre, Davanagere Account Number: 89320100018282 IFSC Code: BARB0VJDAVA (5 th letter is "0" Zero) Name of the Bank: Bank of Baroda, P.B. Road, Davanagere
5.	Last date & time for submission of tender	07/04/2022 by 1200 hrs.
6.	Tender opening time (Technical and Financial bid)	07/04/2022 by 1230 hrs.

Director

Nature of work/ services are as per details and specifications shown in Annexure-II

TERMS & CONDITIONS

(A) ELIGIBILITY/QUALIFICATION CRITERIA:

The tenderers must fulfill the following eligibility criteria failing which their offer will be summarily rejected: -

1. The tenderer must possess required valid licenses, Registration etc. issued by the Competent Authority as per law.
2. If the tenderer is the authorized dealer/sole distributor of equipment, the Certificate to this effect should be attached (not applicable for the manufacturer of the product).
3. The tenderer must have completed satisfactorily during the last 03 Financial Years (2018-19, 2019-20 and 2020-21) and the Current Financial Year combined, at least
 - (a) One supply order of Rs.1.60 Lakh or more, **OR**
 - (b) Two supply orders of Rs.1.20 lakh each or more, **OR**
 - (c) Three supply orders of Rs.0.80 Lakhs each or more

issued by any Govt./Autonomous/PSU Organization (Central or State) for supplying the same or similar item.

[**N.B.:** (i) The supply in progress irrespective of any value against any supply order not satisfactorily supplied/completed/executed shall not be considered; (ii) Supply in any private organization shall not be considered.]

4. The tenderer must have the annual turnover of at least Rs.8,00,000.00 (Rupees Eight lakhs only) or more during each of the last 03 Financial Years (2018-19,2019-20 and 2020-21).
5. The tenderer must have its own Bank Account, PAN, TAN, GSTIN No.
6. The tenderer must submit the following documents (self-attested) along with the tender (scanned and uploaded with the tender document):
 - (a) Documentary proof of the registration/license etc. issued by the Competent Authority.
 - (b) Purchase Orders issued by the concerned Govt./Autonomous/PSU Organization (Central or State) under the signature of the appropriate authority as regards Sl.No.-3 above. The certificate must contain: -
 - (i) Full name (with description) of items supplied
 - (ii) Supply order No.
 - (iii) Supply order date
 - (iv) Quantity supplied
 - (v) Value of the complete supplies made
 - (c) Copy of income tax return and annual accounts of the last 03 Financial Years.
 - (d) Photocopies of bank account, PAN, GSTIN, TAN Nos. etc.

- (e) Certificate of dealership/distributorship as applicable.
- (f) The agency must not have been debarred from any establishment. An Undertaking to this effect is to be submitted in the specified format (**Annexure-V**).
- (g) In accordance with the Ministry of Finance Office memorandum No. F 20/2/2014 PPD (Pt) dated 25th July 2016 the institution may relax condition of prior turnover and prior experiences for Start-ups and MSMEs subject to meeting of quality and technical specifications on case-to-case basis.
- (h) **Bidders from neighbouring countries:** Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT) as per GOI, Ministry of Finance, Department of Expenditure Order No. F.No.6/18/2019-PPD dated 23rd July 2020. A certificate in this regard is to be submitted as per **Annexure-VI**.
- (i) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred as per Rule 151 (iii) of the General Financial Rules along with such other action as may be permissible under law.
- (j) Relaxation of prior turnover and prior experience in public procurement will be applicable vide MSME guidelines issued from time to time to all start-ups (whether Micro & Small Enterprises (MSEs) or otherwise) subject to meeting of quality & technical specifications in accordance with relevant provision of GFR.

(B). PURCHASE PREFERENCE / RESTRICTIONS TO/OF LOCAL CONTENT AND MAKE IN INDIA (APPLICABLE FOR ALL PROCUREMENT ABOVE Rs.5.00 LAKH) FROM CLASS-I & CLASS-II LOCAL SUPPLIERS.

1. Eligibility for participation in the tender: Only 'Class-I local supplier' and 'Class-II local supplier', as defined under Public Procurement (Preference to make in India) Order – 2017 vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020, shall be eligible to bid. As per the Order, definition of Local Content, Local Supplier etc. are as under:

Local content: '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.

- (a) **Class-I Local Supplier** - has local content equal to or more than 50%.
- (b) **Class-II Local Supplier** - has local content more than 20% but less than 50%.
- (c) **Non- Local supplier:** - local content less than or equal to 20%.

2. **Margin of Purchase Preference:** The Margin of price preference shall be 20%.

3. In the procurement of goods or services or works, the following procedure is to be followed in case of divisible supply:

- (a) If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- (b) If L1 is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1; balance 50% quantity shall be awarded to the Class-I local suppliers (subject to Class-I local supplier's quoted price, falls within the margin of purchase preference) after matching the L1 price in that order. In case of denial for matching L1 price by Class-I local suppliers, 100% quantity to L1 bidder be awarded.

4. In case, goods or services or works are not divisible, preference is to be given for Class-I local suppliers (subject to Class-I local supplier's quoted price, falls within the margin of purchase preference), in case Class-I local suppliers do not agree to match the L1 price, the 100% quantity Order is to be placed on L1 without splitting.

5. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

6. Bidder must enclose undertaking/self-declaration certificate along with the technical bid (**Annexure-IV**).

7. For item valued more than **Rs.10.00 crores** bidders are required to provide a certificate (**Annexure-IV**) from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost/chartered accountant.

8. False declarations will be in breach of the Code of Integrity under **Rule 175(1)(i)(h) of the General Financial Rules** for which a bidder or its successors can be debarred as per **Rule 151 (iii) of the General Financial Rules** along with such other action as may be permissible under law.

(C). FUNDAMENTAL PRINCIPLES OF PUBLIC BUYING AS PER MINISTRY OF FINANCE, GOI ORDER NO. F.NO.6/18/2019-PPD DATED 23RD JULY 2020.

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose *beneficial owner* is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The *beneficial owner* for the purpose of (3) above will be as under:
 - (a) **In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.**

Explanation-

 - (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the Company Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 - (b) 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;
 - (c) 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;
 - (d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

6. *Applicable in case of Works contracts, including Turnkey contracts.* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).

(D) OTHER TERMS & CONDITIONS:

1. **Submission of Bids (under Single Bid System):** The tenderer shall upload separately two bids: **Technical Bid** and **Financial Bid**.

(a) **Technical Bid:** The technical bid should be submitted on the letterhead of the tenderer addressed to the Director, Composite Regional Centre, Davanagere containing the information detailed at **Annexure-I & II**. All pages of the tender documents should be signed, stamped, dated and serially numbered including the Annexures and upload online through scanned copies.

(b) **Financial Bid:** The financial bid should be submitted online only in the e-procurement website only. Firm shall quote rates in Indian Rupee (INR) only as per the given format (excel) only. The bidders shall quote for rate F.O.R. at CRC Davanagere only. The rates have to conform with prevailing local market prices should be inclusive of all taxes.

(c) **Mode of Submission:** Tender will be submitted under Single Bid System (Technical & Financial Bid). Tenders/bids submitted through post/courier/fax will not be considered at all.

2. **Tender Documents Availability:** Tender should be submitted online through www.eprocure.gov.in. Select e-procure and in the tenders by organization, select Department of Empowerment of Persons with Disabilities and download the tender. The tender will also be available at www.crcdvg.nic.in under New Announcements.

3. **Validity of Bids:** Tender/Bids must be valid for 120 days from the tender opening date. If any bidder withdraws his tender before the said period shall - without prejudice to any other right or remedy, be suspended for participation in the bid for next 01 year

4. **Tendered Quantity and Variation:** The required quantity of goods mentioned in the Annexure-II and may vary as per the requirement of the Centre.

5. **Delivery Period.** The successful tenderer must be able to supply the goods as per requirement mentioned in the Letter of Award.

6. **Penalty/Liquidated Damages:** If the supplier fails to deliver or install any or all of the goods or fails to perform the services within the specified dated, penalty @ 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the total order value will be deducted.

7. **Warranty & Certification:** The bidders must quote for **03 years Comprehensive Warranty** as per Conditions of Contract of the Tender document for kits and component handing over and acceptance of the goods by the User Department. The warranty charges shall not be quoted separately. The kits and components must be ISI or CE certified.

8. **Performance Security Deposit.** The successful tenderer shall deposit within 01 day of issue of supply order @3% of the total value of the supply order as Performance Security Deposit with the Centre in the form of Bank Guarantee/ Demand Draft in the prescribed form as mentioned at **Annexure-III** with validity up to 02 months after warranty period. The performance security deposit shall remain with the Centre till the completion of warranty period.

9. **Tender Opening:** Tender shall be accepted till 1200 hrs. on 07/04/2022. The tenders shall be opened as per following schedule: -

Bid	Date	Time	Place	Remarks
Technical & Financial bid	07 /04/2022	1230 hrs.	CRC, Davanagere Karnataka	Bidders may also witness the opening

(C) Evaluation of Bids:

- (a) The Purchaser will examine the bids to determine whether:
 - (i) They are complete,
 - (ii) Required documents etc. have been furnished,
 - (iii) The documents have been properly signed with proper numbering on all documents
- (b) Evaluation of bids shall be carried out based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined.
- (c) The Purchaser will examine the bids to determine the correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
- (d) Purchaser may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
- (e) Purchaser reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of intent/ Notification of Award of supply.
- (f) Purchaser may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
- (g) The purchaser may seek clarification in writing from bidder. Bidder shall be promptly replying within the time limit specified in the clarification letter from the purchaser.

(D) Purchaser's right to accept or reject any or all bids.

- (a) CRC, Davanagere reserved the right to modify or change any terms & condition applicable to the offer at any time without prior notice.
- (b) The Purchaser reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- (c) The acceptance of tender will rest with the Director, CRC Davanagere who does not bind himself to accept the lowest bid and reserves himself the right to reject any or all the tenders received without the assignment of any reason. All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- (d) Canvassing in connection with tenders is illegal & strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.

(E) Corrupt or Fraudulent Practices. It is required by all concerned namely the Bidder /Suppliers/Purchaser/ Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

(F) Selection of successful bidder:

- (a) Eligible Bidder quoting the least (L1) will be declared as the Successful Lowest Bidder and his offer will be processed further.
- (b) In the event of receiving more than one bid quoting the same amount, the final selection of successful bidder shall be made in the following manner: -
 - i. Number of events organized by the agency since last three years.
 - ii. The earliest one registered with the Registrar of Companies/Partnership Firms/date of license under the Shops & Establishment Act;
- (c) Conditions mentioned at Para-B for Purchase preference / restrictions to/of local content and make in India (applicable for all procurement above Rs.5.00 lakh) from Class-I & Class-II Local Suppliers will also be applicable to identify L1 bidder, as the case may be.

(G) Condition of goods. The tentage should be of very high standard, no soiled / damaged / worn out tentage to be installed. The agency will be penalized for not adhering to the instructions. The agency should be responsible for any incidence of breaking of chairs/collapsing of shamiyanas, and resultant incidences if any.

(H) Taxes and Duties: Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the Contracted Goods & services to the Purchaser. No tax or duty will be payable by the purchaser/no document will be provided by purchaser for custom clearance etc.

(I) Payment. 'Advance Payment' is not allowed in any case. 100% payment will be released after successfully completion of the work/ services. The quantity may increase or decrease based on the actual requirement. However, the payment will be made on actual only. Pre-receipted bill in triplicate duly revenue stamped on the name of Director, CRC, Davanagere shall be furnished by the firm for making payment. GST to be charged as applicable. Firm shall provide mandate form with the bank detail for RTGS/ECS payment in India only.

- (J) **Fall Clause.** Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.
- (K) **Fall Clause.** Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.
- (L) **Force Majeure.** Notwithstanding the provisions contained the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

- (M) **Resolution of Disputes.** If dispute or difference of any kind arises between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, NIEPID. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Davangere, Karnataka, India.

Jurisdiction of the court: The jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., Davangere, Karnataka, India.

Applicable Law: The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

(N) **Withholding and Lien in respect of sums claimed:** Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

Director

TECHNICAL BID PARTICULARS

1. Name of the Tenderer :
2. Full Address of the tenderer :
3. Contact details of tenderer:
4. (a) Telephone No. :
(b) Mobile No. :
(c) Fax No. :
(d) E-mail id :
5. List of Documents enclosed:

Sl. No.	Name of the document	Information to be filled in this column	Whether photocopies of the documents enclosed (pl. tick)
(a)	License/Registration/Establishment (Number)		Yes / No
(b)	Dealership/Distributorship Certificate (Number)		Yes / No
(c)	Supply order completion certificate (Name of the organization, value, supply completion date)		Yes / No
(d)	Shall submit 03 similar work orders as per terms and conditions mentioned at para A(3) from different organizations executed in the last 03 years.		Yes / No
(e)	Bank Account (Bank Name, Branch & Account No.)		Yes / No
(f)	PAN (Number)		Yes / No
(g)	GSTIN (Number)		Yes / No
(h)	TAN (Number)		Yes / No
(i)	EMD Details		Yes / No
(j)	ISI Mark		Yes / No

6. Detailed specifications of the goods/services are proposed to be supplied by the tenderer (The tenderer must submit the same in the enclosed format only at **Annexure-II**).
7. Validity period of the Bid:
8. Warranty/Guaranteed Period:

9. Additional information, if any proposed to be furnished by the tenderer.

Certificate: Certified that we accept all the terms and conditions of the tender documents.

Date:
Place:

Signature of Authorized person
Full name:
Designation:
Seal:

Scope of work

Name of the item	Specification	Qty
Wheelchair Large	<ul style="list-style-type: none">▪ Overall length -- 1000-1100 mm▪ Overall width (open) -- 650-720 mm▪ Overall width (folded) -- 300-330 mm▪ Overall height - 910-950 mm▪ Rigid and robust tubular construction, link type folding mechanism.▪ Fixed/detachable armrest and fixed/detachable footrest.▪ Leg strap▪ ISI Certified	60
Percentage of local content		

Form of Performance Guarantee / Bank Guarantee Bond

(to be submitted in the non-judicial stamp paper of Rs.100/- to be purchased in the name of the issuing bank)

In consideration of the Composite Regional Centre for Skill Development, Rehabilitation and Empowerment of Persons with Disabilities, Davanagere (hereinafter called "CRC, Davanagere") having offered to accept the terms and conditions of the proposed agreement between CRC, Davanagere and having its registered office at

.....
..... (hereinafter called "the said Supplier") for the Supply of Nos. of equipment of

Make (hereinafter called "the said agreement") vide CRC, Davanagere Supply Order No. dated..... having agreed to production of an irrevocable Bank Guarantee for **Rs.....(Rupees only)** as a security/guarantee from the Supplier for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We,.....(hereinafter referred to as "the Bank") hereby undertake to pay to CRC, Davanagere an amount not exceeding Rs.....(Rupees only) on demand by the CRC, Davanagere.

2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from CRC, Davanagere stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Supplier. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs /- (Rupees only).

3. We, the said bank further undertakes to pay CRC, Davanagere any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.

4. We,.....(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of CRC, Davanagere under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director on behalf of the CRC, Davanagere certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier and accordingly discharges this guarantee.

5. We,.....(indicate the name of the Bank) further agree with CRC, Davanagere that CRC, Davanagere shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Supplier from time to time or to postpone for

any time or from time to time any of the powers exercisable by CRC, Davanagere against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any forbearance, act of omission on the part of CRC, Davanagere or any indulgence by CRC, Davanagere to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

7. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of CRC, Davanagere in writing.

8. This guarantee shall be valid up to unless extended on demand by CRC, Davanagere. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

9. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

Signature of the bank.....

**Format for Self-Certification by Vendor/Firm Regarding
Local Content (LC) of Products, Services or Works**

1. It has been certified that the item(s)..... against tender No. is/are proposed to supply has local content (i) equal to or more than 50% and we are Class-I local supplier / (ii) more than 20% but less than 50%, and we are Class-II local supplier /(iii) less than 20% and we are non-local supplier (Please strike out which is not applicable).
2. That the information furnished herein after is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity, or any other authority so nominated by CRC, Davangere for the purpose of assessing the Local Content (LC).
3. That the Local Content for all inputs which constitute the said Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.
4. That in the event of the Local Content of the Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribe Local Content norms, based on the assessment of an authority so nominated by CRC, Davangere and I will be liable for action as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017-Revision, circulated vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020.

Date:

Signature of the Tenderer/CA

Note: In case of procurement value more than Rs.10.00 crores, this certificate to be signed by statutory auditor or cost auditor or Cost/chartered accountant (CA).

(To be verified by the Purchase Committee while evaluation of technical Bid)

1. This is to certify that the bidder's above-mentioned declaration is correct/in correct.
2. The indented item(s) are not available for supply with Class I/ Class II supplier.
3. Item(s) are not notified by the nodal ministry of the item as "there is sufficient local capacity/competition is available"

CERTIFICATE & DECLARATION
(to be given on Agency's letterhead)

1. I/We have downloaded/obtained the tender documents (s) for the above-mentioned tender/work from e-procurement website as per your advertisement.
2. I/We hereby certify the I/We have read the entire terms and conditions of the tender documents (including all documents like Annexure(s), Schedule(s) etc., which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further CRC, Davangere is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
6. I / We assure the Institution that neither I / We nor any of my / our workers will do any act(s) which are improper / illegal during the execution in case the tender is awarded to us.
7. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institution.
8. Our Firm/ Company/ Agency has not been blacklisted or banned by any Govt. Department (Central/State), PSU, University, Autonomous Institute (Central/State).
9. I/We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your institution shall without giving notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Date:
Place:

Signature of the Tenderer
Stamp

**Format for Self-Certification by Vendor/Firm
(GOI Om No. F.No.6/18/2019-PPD dated 23rd July 2020)**

It has been certified that (i) my firm does not belongs to a country which shares a land border with India. / (ii) my firm belongs to country..... which shares a land border with India and my firm is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) as per GOI O.M. No. F.No.6/18/2019-PPD dated 23rd July 2020 vide Registration No. (Please strike out which is not applicable). Please find enclosed the registration certificate from the authority concerned and the country of operation.

Date:

Signature of the Firm/Bidder

**To be verified by the technical evaluation committee while
evaluation of technical Bid**

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the DPIIT”.

We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.