

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]

Tender No : BL/CFS/MUM/742 dt.11.09.2021



**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION**

[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707

Phone No 2724 0466 /2724 2988, Fax No. 2724 2943

E-mail: surve.cr@balmerlawrie.com

CIN-LI5492WB1924GOI004835

e- TENDER NO: BL/CFS/MUM/742 Dt.11/09/2021

TECHNICAL / COMMERCIAL BID

Tender Document for

[HIRING OF 5 TON, 10 TON FORKLIFT ,12 T-Hydra AND 40 TON, 90 TON CRANE ON CALL BASIS]

DUE DATE & TIME: [20/09/2021 at at 4.00 pm]

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NOTICE INVITING E-TENDER

Online bids in single bid are invited from the reputed parties who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions for undertaking the subject contract for **HIRING OF 5 TON, 10 TON FORKLIFT , 12 Ton Hydra AND 40 TON, 90 TON CRANE ON CALL BASIS**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidder's credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	HIRING OF 5 TON, 10 TON FORKLIFT, 12 TON Hydra AND 40 TON, 90 TON CRANE ON CALL BASIS
2	Tender No	BL/CFS/MUM/742
3	Validity Of Offer	60days from the date of opening of the price bid
4	Contract Period	One year
5	Tender Fee	NA
6	EMD	NA
7	Downloading / Submission of Tender :	
	a. Starts on	11/09/2021 at 5.00 PM
	b. Closes on	20/09/2021 at 4.00 PM
8	Opening of Tenders	20/09/2021 at 5.00 PM

GeM Declaration

HIRING OF 5 TON, 10 TON FORKLIFT ,12 TON Hydra AND 40 TON,90 TON CRANE ON CALL BASIS are not available in GeM.

GAR NO. :-GEM/GARPTS/06092021/V7HQNS24XXQI

Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM .

1 LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- a. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company/ certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- b. Income Tax PAN number
- c. GST Registration Number
- d. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.
- e. Experience/Credential Certificate.

In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.

2 VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. Interested parties have to an **Bid Security Declaration** (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy signed by bidder.)

MSME Vendor should declare UAM number on CPPP(Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.

The physical original documents should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidders may contact the following resource persons for any assistance required in this regard.

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HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

1.2 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically one-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

2. Special Note

- 2.1 Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- 2.2 Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- 2.3 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.4 Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender.
- 2.5 Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- 2.6 The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

1. Providing 5/10 Ton Forklift, 12 Ton Hydra and 40/90 Ton Crane on hire basis with operator and fuel on call.
2. Equipment's should be provided in our CFS, Dronagiri, Navi Mumbai facility within two hours of call/request.
3. Equipment's are to be provided on 8 hours shift basis.
4. The Equipment's should be in good working condition.
5. All the costs for running and maintenance of the equipment's shall be exclusively borne by the bidder, e.g. costs towards fuel (petrol/diesel), lubricants, maintenance, regular servicing, driver's salary, etc.
6. The bidders shall be solely responsible for meeting the statutory requirements, e.g. RTO registration of equipment's, payment of taxes, comprehensive insurance coverage including third party coverage, road permits, PUC, etc. The selected contractor(s) shall indemnify the Company and compensate it towards any liability arising out of using/running/hiring of the vehicles.
7. In case of any breakdown, alternate arrangement will have to be made by the selected contractor by providing another suitable equipment with driver, failing which the Company will arrange alternate equipment at the Risk & Cost of the contractor.
8. The contractor shall engage experienced, well-behaved and honest driver with valid driving license.

GENERAL TERMS AND CONDITIONS:

1. Eligibility Criteria For Techno-Commercial Bid

The tenderers should meet the following eligibility criteria:

- a. Submission of bid security declaration as per format enclosed.
- b. The bidder should not have been black listed in any of the PSUs or private organizations and a self-certification to this effect would need to be submitted on contractor's letter head.
- c. At least three years working experience of similar job of providing Fork lifts, Cranes, Hydra on Hiring basis. Copies of Work –Order / Completion certificate should be submitted.
- d. Bidder should submit self-declaration on their Companies Letter head regarding Local & Import Content as per format attached (Annexure III.)

2. USAGE OF EQUIPMENTS

The Equipment will be used as and when required on call basis for 8 hours (shift) on all days. The shift timings will start from the time the equipment enters the CFS.

3. Submission of Online Bids

The bids should be submitted in single bid process i.e. Technical / Commercial Bid [Unpriced] with Price bid. For Price Bid, only the rates are to be submitted as per given format. The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

3. Tender Opening

Unpriced and Price Bid will be opened online as per the Tender Calendar.

5. Acceptance of offers

- 5.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 5.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

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5.3 Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

6. Price Variation

The quoted rates shall be kept valid for acceptance for a minimum period of 90 days from the last date for submission of tender.

7. Notification Of Award

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

BL shall place the Purchase order on the Lowest Quoted Bidder for the tender and as such it would be in the interest of the bidders to quote their most competitive price.

Bidders to note that rates should be quoted based on the standard payment terms as mentioned in the Tender and evaluation of the bids will be done accordingly.

Negotiations, if held will be only with the lowest (L1) bidder. In case of negotiation the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/the time stipulated whichever is earlier.

8. Contract Period

The contract will be initially for one year effective from the issuance of Work Order/LOI. The Company reserves the rights to terminate the contract by giving one month's notice to the selected contractor. However, in case of serious criminal breach or any other reasons which are detrimental to the interest of the Company, the Company shall have the right to terminate the contract forthwith without serving any notice to the contractor. After successful completion of contract period of one year the contract can be extended for another one year on same rate, terms and conditions if mutually agreed.

9. Security Deposit

The successful bidder shall be required to submit within 10 days of issue of LOI/PO whichever is earlier, security deposit of 3 % of the contract value in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. The Security Deposit may be submitted as Bank Guarantee by a Scheduled Indian Bank within 10 days of receipt of the LOI/PO. Security Deposit can also be made directly to our HDFC Bank Ltd (Current Account No. 01100110000010, NEFT Code - IFSC "HDFC0000110") through electronic transfer and proof of transfer of funds deposited with us. No interest will be payable on security deposit. Failure to submit security deposit shall entitle Balmer Lawrie to reserve the right to cancel the order without recourse to the bidder and forfeit the EMD or action as per Pre-deposit declaration. The SD shall be refunded after one year from the date of completion of the contract period i.e. after completion of defect liability period of one year. In the event of breach of contract, the SD is liable for forfeiture.

Security deposit is liable to forfeiture in the event of:

- a) Non-Supply after Acceptance of Purchase Order.
- b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory

10. Payment Terms

Payment will be released on monthly cycle basis within 10 days of submission of invoice in the succeeding month after due certification by our authorized official

11. Handling of Cargo/Container

The cargo shall be handled with maximum care and also responsible for supply of additional attachment whatever be needed for handling of cargo without any damage to the cargo or any other property. The contractor will be held responsible for any damage to cargo etc. during the handling and the loss will be recovered from the contractor.

12. Termination

The contract can be terminated by the contractor by giving 90 days' notice to the Company in writing. Similarly, the Company can terminate the contract at any point by giving 90 days' notice except otherwise mentioned. However, in case of serious breach of terms & conditions of the contract, the company reserves the right to terminate the contract without any notice and take action as may be necessary under provision of the contract. No compensation whatsoever shall be payable to the contractor. The security deposit will stand forfeited for any such termination.

13. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

14. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipments employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

15. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor. It is mandatory that necessary 3rd party insurance cover is kept valid by the contractor for the equipments operating inside the CFS

16. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever.

The Company also reserves the right to accept/reject a tender without assigning any reasons.

17. Alternative Arrangement

In absence of the timely and proper performance by the contractor, BL reserves the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of BL for any other action including termination, forfeiture of security deposit etc.

18. Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire ,floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

19. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either

party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

20. Purchase Preference Policy for MSE Vendors

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of L1+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vendor) vendor subject to matching with L1 price of non MSE vendor.

Note : This is no split tender .

21. Compliance of GST

- 1) Vendor to comply with all requirements under GST and provide their GST Registration details.
- 2) Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- 3) Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- 4) Vendors are required to raise invoice as per the GST tax structure and format.
- 5) Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- 6) In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- 7) Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.
- 8) Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018. BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on / after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST. TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

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- 9) Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment / black listing the vendor / debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

22. Safety and penalty:

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety Incharge will be final. For any safety violation viz. not using PPE as required by the nature of the job per violation Rs. 1000 will be charged.

23. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor. It is mandatory that necessary 3rd party insurance cover is kept valid by the contractor for the equipments operating inside the CFS.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in thee-Tender No BL/CFS/MUM/742 dt. 11.09.2021 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer :

Date : Name & Address :

Telephone Nos. :

Office :

Fax Nos. :

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ANNEXURE - A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co./LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed / uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

Part-B Price Bid

SUBJECT : TENDER ENQUIRY FOR HIRING OF 5 TON, 10 TON FORKLIFT , 12 TON HYDRA , 40 TON AND 90 TON CRANE ON CALL BASIS.

Sl. No.	Description	Rate
1.	Lump Sum Hire Charge as and when required on call basis per shift on all days for 5 TON Forklift	Rs._____Per shift
2.	Lump Sum Hire Charge as and when required on call basis per shift on all days for 10 TON Forklift	Rs._____Per shift
3.	Lump Sum Hire Charge as and when required on call basis per shift on all days for 12 TON Hydra	
4.	Lump Sum Hire Charge as and when required on call basis per shift on all days for 40 Ton Tyred Mounted Crane	Rs._____Per shift
5.	Lump Sum Hire Charge as and when required on call basis per shift on all days for 90 Ton Tyred Mounted Crane	Rs._____Per shift
6.	GST	@_____%

Note : The Equipment will be used as and when required on call basis for 8 hours (shift) on all days. The shift timings will start from the time the equipment enters the CFS.

Place :

Signature :

Date :

Name :

Designation :

Seal :

Annexure-I

Bid Security Declaration Form

Date: _____

Tender No. : _____

To,
Balmer Lawrie & Co.Ltd
Plot no.1 Sector-7,
Dronagiri Node, Navi Mumbai -400707

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security 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 reuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the security deposit, 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: _____

in the capacity of : _____

Name: _____

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

Annexure-II

Purchase Preference for Make in India and MSE suppliers

1. Purchase Preference under Public Procurement (Preference to Make in India) Order:

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above 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.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*“Margin of purchase preference” means the maximum extent to which the price quoted by a *Class-I local supplier’ may be above the L1 for the purpose of purchase preference.*

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

B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **non-divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, the qty will be ordered as per clause no 9 (Notification of Award– page no 13) under General Terms and Conditions.
- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest

Note: For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04th June 2020.

**DECLARATION - BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL
CONTENT**

Dated

I/We,M/s.....,address.....
....., hereby declare that the proportion of imported
content to Domestic content in terms of percentage (%) of the total value of quoted item/s
are as follows –

Domestic Content – [%]

Imported Content – [%]

Authorized Signatory,