

**NATIONAL INSTITUTE OF PUBLIC FINANCE AND POLICY**

18/2 Satsang Vihar Marg, Special Institutional Area (Near JNU)

New Delhi – 110 067 INDIA

Tel: 011-26569303

Ref.: NIPFP/S&P/VRV/03

Dt. 22/02/2022

NOTICE INVITING TENDER

E-tenders under Two Bid System (Technical and Financial bids) are invited for supply, installation, testing and commissioning of **Variable Refrigerant Volume/Flow (VRV)** from eligible and qualified Original Equipment Manufacturers (OEMs)/Authorised Dealers of OEMs of Voltas/Blue star/Hitachi/Daikin/Mitsubishi or equivalent. The bids are to be submitted on or before 21/03/2022 by 1500 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.

TENDER SCHEDULE

Ser.	Description	Schedule
1.	Name of the work	Supply, Installation, testing & Commissioning of VRV system
2.	Estimated value of the tender	Rs.16.00 Lakhs
3.	Cost of tender document	Nil
4.	Earnest money deposit (EMD)	Nil [The agency must provide the Bid Security Declaration as mentioned at Annexure-VII as per Ministry of Finance, Department of Expenditure O.M. No. F.9/4/2020-PPD dated 12 th November 2020]
5.	Last date & time for submission of tender	21/03/2022 by 1500 hrs.
6.	Tender opening date & time (only Technical bid)	22/03/2022 by 1500 hrs.

Director

E-tenders are invited for Supply, Installation, testing & commissioning of "**Variable Refrigerant Volume/Flow (VRV)**" 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.12.80 Lakh or more, **OR**
 - (b) Two supply orders of Rs.9.60 lakh each or more, **OR**
 - (c) Three supply orders of Rs.6.40 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.32,00,000.00 (Rupees Thirty Two 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. etc.
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**.

(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 Order, the definitions 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** - local content equal to or more than 50%.
- (b) **Class-II Local Supplier** - 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:** The tenderer shall upload separately two bids: **Technical Bid** and **Financial Bid**. Bidders or its representative may visit the institute on any working days during office hours before quoting their price.

(a) Technical Bid: The technical bid should be submitted on the letterhead of the tenderer addressed to the Director, National Institute of Public Finance and Policy (NIPFP) New Delhi 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 uploaded online through scanned copies.

(b) Financial Bid: Schedule of price bid in the form of BoQ. The Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify the format of downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected. 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 NIPFP New Delhi only.

(c) Mode of Submission. "Technical Bid" & "Financial Bid" **must** be **uploaded** separately clearly marked as "**Technical Bid**" & "**Financial Bid**". Tenders/bids submitted through post/courier/fax will not be considered at all.

(d) Bid Opening. Technical bids shall be opened first on the due date and evaluated. Subsequently, Financial bids of only those tenderers whose technical bids have been found suitable in accordance with the extant procedure, tender terms and conditions shall be opened.

2. **Tender Documents Availability:** Tender should be submitted online through <https://eprocure.gov.in/eprocure/app>. Select tenders by organization, select National Institute of Public Finance and Policy and download the tender. The tender will also be available at www.nipfp.org.in under Tenders.

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 equipment is mentioned in the Annexure-II and may vary as per the requirement of the Institute.

5. **Delivery Period.** The successful tenderer must be able to supply, install and commission the goods within 30 days from the date of issue of Supply Order. Delayed supply will attract the levy of penalty/liquidated damages.

6. **Penalty/Liquidated Damages:** If the suppliers fail to deliver & install and place any or all the equipment or perform the service by the specified date, penalty at the rate of 1% per week of the total order value subject to the maximum of 5% of total order value will be deducted.

7. The **Guarantee/Warranty** period in respect of each store/goods should be clearly spelt out.

8. **Performance Security Deposit.** The successful tenderer shall deposit within 07 days of issue of supply order @3% of the total value of the supply order as Performance Security Deposit with the Institute in the form of Bank Guarantee in the prescribed form as mentioned at **Annexure-III** with validity up to 02 months after the warranty period. The performance security deposit shall remain with the Institute till the completion of warranty period.

9. **Tender Opening:** Tender shall be accepted till 1500 hrs. on 21/03/2022. The tenders shall be opened as per following schedule: -

Bid	Date	Time	Place	Remarks
Technical bid	22/03/2022	1500 hrs.	NIPFP New Delhi	Bidders may also witness the opening
Financial bid	To be advised to the successful tenderers of Technical Bids through CPP portal.			

Financial bids of only those tenderers whose technical bids will be found suitable in accordance with the extant procedure, tender terms and conditions shall be opened. The firms who have submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second cover i.e., Financial Bid through www.eprocure.gov.in portal.

10. **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 from the purchaser.

11. **Purchaser's right to accept or reject any or all bids.**

- (a) The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the 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.
- (b) The acceptance of tender will rest with the Director, NIPFP New Delhi 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.
- (c) Canvassing in connection with tenders is illegal & strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.

12. **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) The one with the highest turnover during the last 3 years put together;

(ii) If more than one bid having the same total turnover, then 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.

13. **Condition of goods.** The supplier must supply the goods in good condition without any defect whatsoever to the satisfaction of the Centre. Any deviation in the material and the specifications from the accepted terms is liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction / specifications specified in the Letter of Award and demonstrate at their own cost.

14. **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.

15. **Payment.** 'Advance Payment' is not allowed in any case. 100% payment will be released after completion of the supply, testing, successful installation and commissioning of goods/equipment. Pre-receipted bill in triplicate duly revenue stamped on the name of Director, NIPFP New Delhi 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.

16. **Settlement of Disputes.** In the event of any dispute or difference(s) between the NIPFP New Delhi and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, NIPFP New Delhi who may decide the matter himself or may appoint arbitrator(s) under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties. All disputes shall be subject to Jurisdiction of Courts at New Delhi only.

Director

TECHNICAL BID PARTICULARS

1. Name of the Tenderer :
2. Full Address of the tenderer :
3. Contact details of tenderer :
 - (a) Telephone No. :
 - (b) Mobile No. :
 - (c) Fax No. :
 - (d) E-mail id :
4. 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 (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)	Income Tax Return (Annual Income during last 03 Financial Years)	2018-19	Rs.	Yes / No
		2019-20	Rs.	
		2020-21	Rs.	
(e)	Audited Balance Sheet & Profit and Loss Account Annual turnover during last 03 Financial Years	2018-19	Rs.	Yes / No
		2019-20	Rs.	
		2020-21	Rs.	
(f)	Bank Account (Bank Name, Branch & Account No.)			Yes / No
(g)	PAN (Number)			Yes / No
(h)	GSTIN (Number)			Yes / No
(i)	TAN (Number)			Yes / No

7. Detailed specifications of the goods proposed to be supplied by the tenderer (The tenderer must submit the same in the enclosed format only at **Annexure-II**).
8. Validity period of the Bid:
9. Warranty/Guarantee period:
10. 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 Authorised person
Full name:
Designation:
Seal:

Annexure-II

Sl. No.	Description of work	Unit	Qty.
01.	<p>VARIABLE REFRIGERANT FLOW SYSTEM-SETFREE: Supply Installation, Testing & Commissioning of modular type Variable refrigerant Flow/Variable Refrigerant Volume air cooled Outdoor units suitable for cooling and heating, having all hermetically sealed inverter type scroll Compressor(s), minimum two compressors for above 14 HP modules, microprocessor based Controller, top discharge type condensing unit(s), with R 410 A Refrigerant, vibration isolators, with suitable foundation etc. complete as required. The unit shall deliver the rated capacity at AHRI Conditions and work even at 50 C ambient temperature without tripping. The unit shall be suitable to work on 400V + / - 10%, 3 Phase, 50Hz AC power supply. The unit shall be filled with first charge of the refrigerant and ready for use as required. The COP at AHRI conditions shall not be less than 3.1 and IEER not less than 6.5. (Existing old plants will be replaced by above new plants) 16 HP HEAT PUMP TYPE</p>	Nos.	02
02.	<p>Supply Installation, Testing & Commissioning of following minimum capacity VRV/VRF High wall type indoor unit equipped with washable synthetic media pre-filter, fan section with low noise fan/dynamically balanced blower, multispeed motor, coil section with DX copper coil, electronic expansion valve, outer cabinet, cord less remote control, drain pan, necessary accessories etc., suitable for operation on 230 V + 10%, 50 Hz, single phase AC supply, complete as required. The unit shall have automatic force shut down provision in case of fire on receiving signal from BMS System. The cooling capacity of indoor unit will be at air inlet conditions of 27 Degree C DB and 19 Degree C WB temperature. Hi Wall Indoor Units (a) 1.5 TR - 2 Nos. (b) 2. TR - 5 Nos.</p>	Nos.	01
03.	<p>Supply Installation, Testing & Commissioning of following minimum capacity and external static pressure VRV/VRF ceiling mounted ductable type indoor unit equipped with washable synthetic media pre-filter, fan section with low noise fan/dynamically balanced blower, multispeed motor, coil section with DX copper coil, electronic expansion valve, corded remote control, outer cabinet, vibration isolators, drain pan, other necessary supports etc., suitable for operation on three/single phase AC supply 415/230 V + 10%, 50 Hz complete as required. The unit shall have automatic force shut down provision in case of fire on receiving signal from BMS System. The cooling capacity of indoor unit will be at air inlet conditions of 27 Degree C DB and 19 Degree C WB temperature. Ductable Indoor Units 5.0 T R Ductable – 5 Nos.</p>	Nos.	01
04.	<p>Remote Control (a) Cordless remote for Hi wall – 07 Nos. (b) Corded remote for ductable units – 05 Nos.</p>	Nos.	01
05.	<p>REFRIGERANT PIPING WORK Supply & Installation of hard/soft copper refrigerant piping, complete with fittings, elbows, bends, supporting arrangement on walls (a) 28.6 mm – 15 rmt (b) 25.4 mm – 5 rmt (c) 22.2 mm – 25 rmt (d) 19.05 mm – 08 rmt (e) 15.9 mm – 40 rmt (f) 12.7 mm – 5 rmt (g) 9.53 mm – 40 rmt (h) 6.4 mm – 10 rmt</p>	Nos.	01

06.	Insulation for Refrigerant Piping (a) 28.6 mm – 15 rmt (b) 25.4 mm – 5 rmt (c) 22.2 mm – 25 rmt (d) 19.05 mm – 08 rmt (e) 15.9 mm – 40 rmt (f) 12.7 mm – 5 rmt (g) 9.53 mm – 40 rmt (h) 6.4 mm – 10 rmt	Nos.	01
07.	Drain Piping. Rigid PVC piping complete with fittings, supports as per specifications and duly insulated with 6 mm thick closed cell nitrile rubber insulation. (a) 32 mm dia – 50 rmt (b) 25 mm dia – 100 rmt	Nos.	01
08.	Electrical work (a) Supply, installation, testing and commissioning of electrical panel board including Voltmeter, Ammeter, relay, contactor, suitable capacity ELCB, fuse and wiring complete as required for 16 HP VRV out door unit. -2 Nos (b) Providing and fixing control cum transmission shield Non polar wiring of 2 core 0.75 sq mm copper in suitable conduits between indoor and outdoor unit complete as required. 100.00 mtrs (c) Providing and fixing PVC insulated control wiring of 2X1.5 sq mm copper wire including connection with the help of thimbles etc. -100.00 mtrs (d) Providing and fixing shield wiring of XLP 3.5 core X 16 sq mm copper cable for outdoor unit complete as required including connection. - 20.00 mtrs (e) MCB, four pole, 63 amp - 6 No. (f) ELCB three phase, four pole - 4 No. (g) MS Cable tray 6" - 6.00 mtrs (h) MS Cable tray 8" - 5.00 mtrs (i) MS Cable tray 12" - 4.00 mtrs	Nos.	01
09.	Ducting (a) 24 Gauge GI Ducts - 5.00 sq mtrs (b) Duct insulation 13 mm - 5.00 sq. mtrs (c) Canvas connection - 3.00 sq.mtrs (d) Grills - 3.00 sq.mtrs	Nos.	01
10.	Earthing (a) Earth continuity copper conductor of 2x8 SWG copper wire between panel equipment etc. complete as required. - 50.00 mtrs (b) Providing and fixing of copper earth plate of 600mmx600mmx3mm thick including char coal and salt complete as required. - 2 Sets (c) Providing and fixing of 25 X 3 mm thick copper strip from earth pit to panel complete as required - 20.00 mtrs	Nos.	01

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 National Institute of Public Finance and Policy New Delhi (hereinafter called "NIPFP, New Delhi") having offered to accept the terms and conditions of the proposed agreement between NIPFP, New Delhi 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 NIPFP, New Delhi 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 NIPFP, New Delhi an amount not exceeding Rs..... (Rupees only) on demand by the NIPFP, New Delhi.

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 NIPFP, New Delhi 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 NIPFP, New Delhi 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 there-under 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 NIPFP, New Delhi 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 NIPFP, New Delhi 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 NIPFP, New Delhi that NIPFP, New Delhi 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 NIPFP, New Delhi 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 NIPFP, New Delhi or any indulgence by NIPFP, New Delhi 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 NIPFP, New Delhi in writing.

8. This guarantee shall be valid up to unless extended on demand by NIPFP, New Delhi. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) 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 NIPFP, New Delhi 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 NIPFP, New Delhi 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 ready 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 NIPFP, New Delhi 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.

**Format for Bid Security Declaration
(Govt. of India, Ministry of Finance, Department of Expenditure
O.M. No. F.9/4/2020-PPD dated 12/11/2020)**

I/We hereby declare that if I/We withdraw or modify my/our bid during the period of validity etc., I/We will be suspended for participation in the tender process for a period of 01 year.

Date:

Signature of the Firm/Bidder