TENDER ENQUIRY REF. NO. 5794/200521/1763/MISC



CSIR - CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB) UPPAL ROAD, HYDERABAD- 500 007 (TELANGANA) INDIA

BID DOCUMENT

FOR

SINGLE TENDER ENQUIRY

ITEM DESCRIPTION:

SUPPLY OF COVAXIN 5 ML/10 DOSE VACCINE/VIAL.

e-Bids under **SINGLE BID System** (Technical Bid& Financial / Price Bid together) should be submitted through Central Public Procurement Portal (<u>URL:https://www.etenders.gov.in</u>) in case of your company is utilizing this type of facility for bidding through this portal. However, in case of non-availability of this mode of bidding with you, you may send your offer through e-mail to spo@ccmb.res.in as a special case for COVID-19 Vaccine.

Stores & Purchase Officer

CSIR - Centre for Cellular & Molecular Biology(CCMB)

Uppal Road, Hyderabad - 500 007 (TELANGANA) INDIA

Ph: +91-40-271602681**Fax:** +91-40-27160252

E-Mail: spo@ccmb.res.in

Website: <u>http://www.ccmb.res.in</u>

CSIR - Centre for Cellular & Molecular Biology (CCMB) Council of Scientific & Industrial Research (CSIR) Uppal Road, Hyderabad - 500 007 (TELANGANA) INDIA

| Tender | Enq. | 5794/200521/1763/MISC | Date | 08.06.2021 |
|---------------------------------------|-----------|------------------------------------|--------|------------|
| No. | | | | |
| Manufacturer/Supplier | | Indian Office /Dealer/ Distributor | | |
| M/s Bharath Biotech. | | | | |
| Genome Valley, Turkapally, Shamirpet, | | | | |
| Hyderat | oad, Tela | angana - 500078. | | |
| E-mail | Covid19 | vaccines@bharathbiotech.com | E-mail | |

PROPRIETARY/SINGLE TENDER ENQUIRY

महोदय / महोदया,

Dear Sir/ Madam,

Sub: Procurement of Covaxin 5ml/10 dose Vaccine/Vial.

CSIR - Centre for Cellular & Molecular Biology(CCMB), Hyderabad, India is one of the premier laboratories under the aegis of Council of Scientific and Industrial Research, an autonomous body under Department of Scientific and Industrial Research (Government of India), New Delhi for Research and Development activities in the field of Cellular and Molecular Biology.

The Director, **CSIR** - **Centre for Cellular & Molecular Biology(CCMB)**, Uppal Road, Hyderabad - 500 007, TELANGANA, INDIA, herein after called as the 'Purchaser' is interested in the purchase of below mentioned material (s). Kindly submit quotation and price details through etenders.gov.in. Last date for the submission of tender is on 14/06/2021 upto 1:00PM and the same will be opened on 15/06/2021 at 2:30PM.

| क्रमांक SI. No. | बस्तु का विवरण DESCRIPTION OF ITEM | ^{मात्रा} QTY. | Bid Security Declaration |
|---|---|---------------------------|-----------------------------|
| 1 | Supply of Covaxin 5ml /10 dose Vaccine/ vial. | 100 Vials | N/A |
| Note: As CSIR-CCMB, Hyderabad is a public funded R&D Institute/Laboratory under the aegis of CSIR, | | | |
| New Delhi in the field of Cellular and Molecular Biology, it is requested for offer/quotation at Government | | | |
| Rate may be considered, as per the permissibility of your rule. | | | |

Note: OEM Authorization certificate for this particular tender number is essential.

The invitation to bid is open to all suppliers who are declared as Class I local supplier or Class II local supplier as per the DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and any amendments thereon and should also Comply with Make in India Order No.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.

निबंधन और शर्तें / TERMS AND CONDITIONS

- 1. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Hand written Quotations will not be considered.
- 2. It may kindly be noted that your bid should be in Single part and accompany Bid Security Declaration Form as per the FORM-4 on the event of award of Contract in your favour.
- 3. The mode of submission of tender will be online through <u>https://www.etenders.gov.in</u> in case of your company is utilizing this type of facility for bidding through this portal. However, in case of non-availability of this mode of bidding with you, you may send your offer through e-mail to <u>spo@ccmb.res.in</u> as a special case for COVID-19 Vaccine.
- 4. The acceptance of the quotation will rest with the competent authority of C.S.I.R-CCMB, Hyderabad, Telangana, India, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
- 5. Price quoted should be net and valid for a minimum period <u>of 90</u> days from the date of opening of the quotation.
- 6. The bidder must submit the applicable Price Schedule Form as annexed to the BOQ in etenders.gov.in / Tender Document/ BOQ Document provided to you through e-mail.
- Complete specifications with manufacturer's Name and address should be given while quoting. Literature / brochures / pamphlets / technical data sheets / drawings must be enclosed with the quotation wherever applicable.
- 8. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
- 9. The bidder must
 - 1. Quote of currency must be Indian Rupee only
 - 2. Comply with Make in India Order No. No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and any amendments thereon.
 - **3.** Comply with Order No. P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.
- This lab./Instt. is registered with Dept. of Scientific & Industrial Research, Govt. of India and GST & IGST are liveable vide Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017.
- 11. The mode of dispatch/transportation of the items must be by <u>Air</u> / Road only. The Safety handling and specific low temperature condition for maintaining the covaxin should be clearly mentioned.
- 12. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
- 13. Liquidated Damages Clause for delays: As per clause 2.27 of GCC in the tender document.
- 14. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

- 15. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
- 16. IT / GST TDS would be recovered as per applicable rule / regulations / provisions of law.
- 17. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
- 18. Our normal payment terms are as mentioned in G.C.C and S.C.C. All disputes shall be settled in the courts of **Hyderabad** Jurisdiction only. Details available under clause 2.32 of GCC as given in tender document.
- 19. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
- 20. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
- 21. Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract, as per Government of India procurement policies. The purchaser intends to give purchase preference to:
 - Make in India (as per Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India. The preference to Public Procurement (Preference to Make in India) Order 2020" shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFQ / NIT and Contract.
 - 2. Products / goods manufactured by micro and small enterprises as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the preview of public procurement policy for micro and small enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

In case a bidder is eligible to seek benefit under Purchase PP- MAKE IN INDIA policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either MAKE IN INDIA OR MSE policy in BID FORM. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

22. Instruction to Bidders, General Conditions of Contract applicable to open tenders originating from S&P division along with different formats can be viewed on our website: www.ngri.org.in under the head tenders or in tender document.

<u>All bids must be accompanied by Bid Security Declaration as specified in the Annexure A enclosed</u> and must be submitted in its original form,

All bidders have to sign a bid securing declaration (As per Annexure-M accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to honour

the contract, they will be suspended for a period of one year from the date of notification by CSIR-CCMB,Hyderabad. Annexure-M is to be duly filled up and signed and submitted along with the bid, failing which the bid is liable to be rejected.

Period of Validity of Bids

Bids shall remain valid for minimum of **90 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

General Terms and Conditions

1. <u>Price:</u> Prices to be quoted in the BOQ format as enclosed. All the applicable charges e.g., GST / Packing and forwarding / Freight etc should be clearly mentioned. For the items like (a) Scientific and technical instruments, apparatus, equipment (including computers); (b) accessories, parts, consumables and live animals (experimental purpose); (c) computer software, Compact Disc-Read Only Memory (CD-ROM), recorded magnetic tapes, microfilms, microfiches; (d) Prototypes, the aggregate value of prototypes received by an institution does not exceed fifty thousand rupees in a financial year. CSIR-NGRI is authorized for GST @ 5% to be charged as per the notification no. 45/2017 and 47/2017 Department of Revenue, ministry of Finance (Government of India) dated 14/11/2017 / Packing & forwarding charges should clearly be indicated wherever chargeable. However, on purchase of Scientific Instruments / Equipment's, GST and Customs Duty exemption certificate will be issued for tax exemption. Please provide the institutional discount as applicable to other CSIR Labs.

The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.

Prices indicated on the price-schedule form shall be entered separately in the following manner:

For Goods manufactured within India

- a) The price of the goods quoted Ex -works including taxes already paid.
- b) GST and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- c) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
- d) The installation, commissioning and training charges including any incidental Services if any.

2. <u>Purchase Preference as per Make in India Policy</u>: In accordance with the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Order No. P-45021/2/2017-PP

(BE-II) dated 28/05/2018 under Public Procurement (preference to Make in India) Order 2017, the bids will be evaluated as per following guidelines:

- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- b. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

Minimum local content: The minimum local content shall be 50%.

Margin of Purchase Preference: The margin of purchase preference shall be 20%.

Verification of local content: The local supplier at the time of tender, bidding is required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

3. <u>**Reasonability of Prices:**</u> a) Please quote best minimum prices applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices. b) A certificate should be given to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to CCMB to any other customers nor they will do so till the validity of offer or execution of the Purchase Order, whichever is later.

4. <u>Performance Security:</u> The amount of the Performance Security shall be 10% (Ten Percent) of contract value. Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified above, valid till 60 days after the warranty period. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the contract in the case of offers received for supply from foreign countries. In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder. (NOT APPLICABLE FOR THIS TENDER).

The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or

- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
- (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

5. A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

Price Preference to MSMEs

- i) In case
- ii) bidder is L1 entire value of the tender is to be ordered on the L1 MSME bidder.
- iii) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20 percent of the total tendered value (where the tender quantity can be split).
- iv) In case of more than one such MSMEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
- v) In case the tendered quantity cannot be split, MSME shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- vi) If the quantity cannot be split and there are more than one eligible MSME bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSME (who have quoted lowest rate among the MSMEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
- vii) If the MSME who have quoted lowest rate among the MSMEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSME bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.

| Type of Tender | Price quoted by MSME | Finalization of tender |
|-------------------|-----------------------------|---|
| Can be Split | L1 | Full order on MSME |
| Can be Split | Not L1 but within L1+15% | 20% order on MSME subject to matching L1 price |

viii) For more clarity in this regard, following table is furnished:

| Cannot be | L1 | Full Order on MSME |
|-----------|-------------------|--|
| Cannot be | Not L1 but within | Full Order on MSME subject to matching |
| Split | L1+15% | L1 price |

- ix) The purchase preference to MSME is not applicable for works contracts where supply of goods not produced by MSMEs is also involved.
- x) Price preference shall be made applicable subject to conditions given in above T&C

MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be

held by SC/ST promoters.

MSEs owned by women shall also be determined as per the above analogy/criteria.

6.**Delivery Schedule:** The delivery period is the essence of the supply; hence it must be indicated specifically in the tender. Tentative size and weight of consignment may also be indicated in the tender.

7.**Payment Terms:** Payments for supplies will be made by the RTGS through our bankers State Bank of India, Habshiguda Branch, Hyderabad-500 007 only **after receipt and acceptance of the stores in good condition**.

8. **Penalty clause for late delivery & late installation**: Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange the ordered materials within the delivery period mentioned in the order unless extended with/without penalty. In case of delay in supply on part of the supplier, a penalty @ 0.5 % per week of Order value will be charged for delayed period. (NOT APPLICABEL FOR THIS TENDER).

If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with / without penalty, the National Geophysical Research Institute, Hyderabad shall have the right to cancel the contract/ purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other / future business dealing with such suppliers.

The same rate of penalty shall be applicable for late installation of the equipment/ instrument also.

9. DETAILS OF INDIAN AGENT & INDIAN REPRESENTATIVE:

In case there is involvement of an /Indian agent/representative in any form the following documents have to be submitted without fail.

1. Certified copy of the agency agreement between the principal and the agent.

2. Foreign Bidders to disclose the name and address of agent and representative in India and Indian bidder to disclose their foreign principal or associates.

10. INDIAN AGENT'S COMMISSION, if any: Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/Ex works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.

11. Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

12. GUARANTEE/WARRANTY: Please specify whether the material will carry warranty if so the period of warranty may be indicated. (NOT APPLICABEL FOR THIS TENDER)

Shelf life of the vaccine and its proper maintenance in good condition should clearly be mentioned in your BID/Quotation.

13. The product offered should be of standard make in View of the specification requirement for R& D purpose and should not be of assembled vintage.

14. Validity Period: Your offer should be valid for 90 days from the date of opening of tenders.

15. FORCE MAJEURE: The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majure. 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 not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions 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. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16.**Arbitration:** All disputes arising out of this contract shall be referred to the sole arbitration of the Director General of Council of Scientific & Industrial Research (CSIR) and Secretary, Department of Scientific & Industrial Research (DSIR) Govt. of India or his nominee, who is overall controlling authority of this laboratory as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be HYDERABAD(INDIA).

17.Conditional Tender: Conditional tender will not be accepted. The tender should be addressed to the Director, Centre for Cellular & Molecular Biology, Uppal Road, Hyderabad-500007, Telangana. India.

18. The acceptance of the tender will rest with the Director who does not bind himself to accept the lowest tender and reserves the right to himself to reject or partially accept any or all the tenders received, without assigning any reason.

19. JURIDICTION: Any dispute will be subject to Indian Law and local courts at Hyderabad, India only.

20. The tenders are liable to be rejected if any of the above conditions are not complied with.

21. This institute is registered with Department of Scientific & Industrial Research(DSIR) for the purpose of availing customs duty exemption in terms of Government Notification No.51/96-Customs dated 23rd July 1996, Notfn. No. 47/2017-Integrated Tax (Rate) dt. 14/11/2017 and Notfn. No.45/2017-Central Tax (Rate) dt. 14/11/2017, Notfn. No.45/2017 - Union Territory Tax (Rate) dt. 14/11/2017, as amended from time to time. This registration is valid till 31.08.2021.

Further this institute is entitled to concessional GST @ 5% under notification no. 45/2017 and 47/2017 Department of Revenue, Ministry of Finance (Government of India) dated 14/11/2017.

22. Our Imports are subject to the Import Policy of Government of India (Actual User condition, Non-Industrial R&D Institutions).

The quotation should be addressed to the Director, CSIR-CCMB, Uppal Road, Hyderabad-500007, Telangana. India.

भवदीय/Yours faithfully,

(PRATYUSH KUMAR) Stores & Purchase Officer

Annexure A

Form -4 <u>Bid-Securing Declaration Form</u>

Date:_____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

MANUFACTURERS' AUTHORIZATION FORM

(Refer para 5.1.2 (ix)(b) of the CSIR Manual)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid.

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

| Dated on | day of | ,[insert date of signing] |
|----------|--------|---------------------------|
|----------|--------|---------------------------|

08th June, 2021

<u>As required under "Public Procurement (Make in India) P-45021/2/2017-PP (BE-II) dated 16/09/2020 from</u> <u>Ministry of Commerce and Industry"</u>

We hereby, certify that quoted item to be offered by ______ ("The Company) meets the local content requirement for Class - I local Supplier / Class II local Supplier in terms of (a) 1.9.4 (a to f). Please Tick and sign the relevant class

We further confirm the following:

| | _was incorporated in the India under | theand | have our registered |
|------------|--------------------------------------|--------|---------------------|
| address at | India. | | |

Majority of the company's Shareholding or effective control is exercised from India

More than 50% of the value of items being supplied are from India (For Class I)

(OR)

More than 20% but less than 50% of the value of items being supplied are from India.

Details of the Locations at which the value addition is made:

| Locations | Local Value Addition in % | |
|-----------|---------------------------|--|
| | | |
| | | |

Note: 1. The value of "Local content" considered for the purpose of this certificate being the value of item procured excludes the Cost of Imported Content in Capital goods etc., that are already procured and owned by the Company and that would be used for offering the services in relation to the Tender as prescribed above.

2. Class-I Local Supplier as defined by Ministry of Commerce and Industry in the Order no. P-45021/2/2017-PP (BE-II) dated 16/09/2020, means the supplier or service provider whose goods, services or works offered for procurement, has local content equal to or more than 50%, Here the company owns the offered items that are already owned and majorly have imported content however the same is excluded for computation of local content since such items / services are Capital Assets of the company and the services are offered through those items / services and the materials and inputs used for providing such services have "local content" as defined in the order stated above, in terms of Clause 1.9.4 (a to f)