

TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF
LABORATORY EQUIPMENT

BASAVS/COE - IMPCL/54/Lab/2015-16

BY

Bhartiya Aushadhi Sanrakshan Avam Vikas Samiti(Reg.)

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SECTION I

NOTICE INVITING TENDERS (NIT)

Tender Enquiry No. BASAVS/COE - IMPCL/54/Lab/15-16

Date: 29.03.2016

1. Procurement of Lab equipment

Sr No	ITEM DESCRIPTION	Total Qty	EMD Amount Rs.
1	ATOMIC ABSORPTION SPECTROPHOTOMETER	1	60000
2	HPLC	1	70000
3	HPTLC	1	130000
4	AUTOMATED KARLFISHER	1	4000
5	VISCOMETER	1	6000

Earnest Money: -

Party shall deposit earnest money in the form of **Demand Draft** pledged to “**Bhartiya Aushadhi Sanrakshan Avam Vikas Samiti (Reg.)**” payable at **MOHAN, RAMNAGAR, Uttrakhand.**

2.

Sl No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	29.03.2016 to 30.04.2016, in all working days, during 1000 Hrs. to 1300 Hrs. (IST)
ii.	Place of sale of Tender Enquiry Documents	Bhartiya Aushadhi Sanrakshan Avam Vikas Samiti(Reg.) Office at IMPCL Campus, Mohan, Via-Ramnagar-244715, District Nainital, Uttrakhand
iii.	Cost of the Tender Enquiry Document	Rs. 2838/- (Including Taxes)
iv.	Pre Tender Meeting Date & Time	08.04.2016, 1200 Hrs. (IST)
v.	Pre Tender Meeting Venue	Same as given in 2 (ii)
vi.	Closing date & time for receipt of Tender	30.04.2016, 1400 Hrs. (IST)
vii.	Time and date of opening of Techno-Commercial tenders	30.04.2016, 1430 Hrs. (IST)
viii.	Venue of Opening of Techno-Commercial Tender	Same as given in 2 (ii)

3. Interested tenderers may obtain further information about this tender Bhartiya

Aushadhi Sanrakshan Avam Vikas Samiti(Reg.) “BASAVS”Office at IMPCL Campus,
Mohan,. Email id: imcdsmohan@gmail.com,

Phone no. 05947287822, 05947287828, Fax No. 05947287826 .Tender Enquiry Documents may be purchased on payment of non-refundable **fee of Rs. 2838/- (Including Taxes) per set in the form of account payee Demand Draft drawn on a scheduled bank in India, in favour of “Bhartiya Aushadhi Sanrakshan Avam Vikas Samiti (Reg.)**

” payable at **MOHAN, RAMNAGAR, Uttrakhand.**

4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers and by international airmail to the foreign tenderers, for which extra expenditure per set will be Rs 500.00 for domestic post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above. However, BASAVAS shall not be responsible for any postal loss/delay.
5. Tenderer may also download the tender enquiry documents from the web site **Central Public Procurement Portal (CPPP)** and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at BASAVS office on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late **tender and rejected.**
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.
10. **Please do not enclose the EMD along with the Envelop for price bid.**
11. The Firm who seek exemption from depositing earnest money being small scale industry, being registered with NSIC, DGS&D and other Government agencies which entitles them for exemption must submit the valid Registration Certificate - cover the instrument offered by them along with the permissible value. The copy of Government Notification granting exemption from deposit of EMD must be submitted along with the Techno-commercial part of tender alongwith the bid. (EMD Exemption will be granted only to those items specified in the certificate of Registration).
12. The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly comply to these specifications. Please note that no deviation in the required specification will be permitted. The

bidding for the instruments having different specification will be on Bidder's risk as the purchaser will not entertain such Bids. BIDS CARRYING THE STATEMENT LIKE "SPECIFICATION AS PER TENDER DOCUMENT" SHALL NOT BE ENTERTAINED. THE PRODUCT SPECIFICATIONS SUPPORTED BY TECHNICAL LITERATURE AND LIST OF USERS, MUST BE ENCLOSED.

13. **The Supplier should attach a blank copy of financial bid/Proforma Invoice of the Instrument quoted (without cost/price figures) alongwith the technical bid to assess the items included/components quoted in the bid.**
14. **The authorized Indian agent/Representative/ Indian supplier should have minimum two years continuous agency /partnership/participation or collaboration with their principal foreign supplier. The documentary proof of such agency ship /authorization/MOU should submit alongwith the technical part. The bid of the firm does not contain the proof of such nomination/authorization as Indian agent will be rejected.**
15. The bidder should provide a complete list of spares and consumables required for operation and maintenance of the instruments separately alongwith the price list.
16. The prices must be quoted item wise i.e. basic price, taxes, handling installation and training charges etc. If applicable The charges must be quoted clearly and not in vague terms like "As Actual" "Approx" etc. shall be ignore or rejected.
17. **The price quoted should be on FOR Destination basis at Mohan, Via Ramnagar, District Almora, and Uttrakhand. and sales tax related C form shall be issued by us. Price must be quoted in Indian National rupees**
18. The after sales service is most important to be considered for comparison of the bids. Bid of those firms who do not have Indian Agents or sufficient infrastructure facilities to provide after sales service during warranty period will not be considered.
19. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.

For and on behalf of BASAVS-

Member Secretary,

Executive Committee (COE project- Procurement/Tender/Implementation)

Bhartiya Aushadhi Sanrakshan Avam Vikas Samiti(Reg.)

Office at IMPCL Campus,

Mohan, Via-Ramnagar-244715, District Nainital, Uttrakhand

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A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) “Consignee” means the Lab/Institute person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) “Day” means calendar day.

1.3 Abbreviations:

- (i) “T E Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers
- (v) “GCC” means General Conditions of Contract
- (vi) “SCC” means Special Conditions of Contract

- (vii) “DGS&D” means Directorate General of Supplies and Disposals
- (viii) “NSIC” means National Small Industries Corporation
- (ix) “PSU” means Public Sector Undertaking
- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry
- (xiii) “LC” means Letter of Credit
- (xiv) “DP” means Delivery Period
- (xv) “BG” means Bank Guarantee
- (xvi) “ED” means Excise Duty
- (xvii) “CD” means Custom Duty
- (xviii) “VAT” means Value Added Tax
- (xix) “CENVAT” means Central Value Added Tax
- (xx) “CST” means Central Sales Tax
- (xxi) “RR” means Railway Receipt
- (xxii) “BL” means Bill of Lading
- (xxiii) “FOB” means Free on Board
- (xxiv) “FCA” means Free Carrier
- (xxv) “FOR” means Free On Rail
- (xxvi) “CIF” means Cost, Insurance and Freight
- (xxvii) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxx) “RT” means Re-Tender.

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required quantity, delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instructions to Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Language of Tender

- 3.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English

language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by a notarised English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

- 3.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by notarised English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

4 Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

5 Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

6. Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

7. Content of Tender Enquiry Documents

- 7.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:

Section II	– General Instructions to Tenderers (GIT)
Section III	– Special Instructions to Tenderers (SIT)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications
Section VIII	– Quality Control Requirements
Section IX	– Qualification Criteria
Section X	– Tender Form
Section XI	– Price Schedules
Section XII	– Questionnaire
Section XIII	– Deleted
Section XIV	– Manufacturer’s Authorisation Form
Section XV	– Bank Guarantee Form for Performance Security
Section XVI	– Contract Forms A & B
Section XVII	– Proforma of Consignee Receipt Certificate
Section XVIII	– Proforma of Final Acceptance Certificate by the consignee
Section XIX	– Deleted.
Section XX	– Check List for the Tenderers
Section XXI	– Consignee List

7.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details before submission of the tender.

8. Clarification of TE documents

A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond to such request provided the purchaser receives the same minimum 1 (one) hour prior to the scheduled time of pre-bid meeting.

C. PREPARATION OF TENDERS

9. Documents Comprising the Tender

9.1 The **Two BID System**, i.e. “Techno – Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

A) **Techno – Commercial Tender (Un priced Tender)**

- i) Earnest money furnished in accordance with GIT clause 19.
- ii) Tender Form as per Section X.
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation in the prescribed format as per Section - XIV.
- v) Power of Attorney/Authorisation in favour of signatory of TE documents.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of purchase orders and end users’ satisfaction certificate.
- viii) Price Schedule(s) as per Section XII filled up with all the details including Qty., Make, Model, Contry of origin, etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation of the bidder.
- x) Checklist as per Section XX.
- xi) Statement of deviations parameter wise from tendered technical specifications, if any.

B) **Price Tender:**

The information given at clause no. 11.1 A)- viii) above should be reproduced with the prices indicated.

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

9.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

9.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

9.4 Tender sent by fax/telex/cable/electronically shall be ignored.

10. Tender currencies

- 10.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

11 Tender Prices

- 11.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, it should be clarified as "NA" by the tenderer.
- 11.2 The tenderer has the option to submit its quotation for any one or more item (s) in the List of Requirements. However, separate sealed cover to be used for each item for price bid.
- 11.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Govt. of India.

For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India.

If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

- 11.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 11.4.1 **For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:**
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the finished goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the price of AMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

11.5 Additional information and instruction on Duties and Taxes:

11.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

11.5.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

11.5.3 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

11.5.4 Octroi Duty and Local Duties & Taxes:

Octroi duty, terminal tax and other levies of local bodies (like town body, municipal body etc.) if not exempted shall be reimbursed to the supplier on production of such proof of payment along with the final bill.

11.5.5 Customs Duty:

The tenderer shall quote the Customs duty wherever applicable, considering availability of CDEC. The applicable rates and amount of the Custom Duty and the corresponding Indian Customs Tariff number should be shown separately in the price schedule. In case of non-availability of CDEC, the supplier has to custom cleared the goods paying the applicable Custom Duty and any difference of duty from the applicable CDEC rate shall be reimbursed separately on production of such proof of payment alongwith the final bill.

11.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

11.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

11.8 Deleted.

11.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

12. Firm Price

12.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

12.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

13 Documents Establishing Tenderer's Eligibility and Qualifications

13.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

13.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under **Section XIV** in this document.
- b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
- d) in case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

14. Documents establishing Good's Conformity to TE document.

14.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

14.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

14.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

15. Earnest Money Deposit (EMD)

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- 15.1 Pursuant to GIT clauses 8.1 and 11.1(A) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 15.2 Deleted
- 15.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. **The earnest money shall not be accepted in any other form except the following:**
- i. Account Payee Demand Draft.
- 15.4 The demand draft shall be drawn on any commercial bank in India or country of the tenderer, in favour of "Bhartiya Aushadhi Sanrakshan Avam Vikas Samiti (Reg.)" payable at MOHAN, RAMNAGAR, Uttarakhand.
- 15.5 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 15.6 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 16. Tender Validity**
- 16.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of **180 days (One hundred and eighty days)** after the date of opening of techno-commercial tenders prescribed in the TE document. Any tender valid for a shorter period shall be treated as **unresponsive and rejected.**
- 16.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ email followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- 16.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
- 17. Signing and Sealing of Tender**
- 17.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

- 17.2 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as “Original” and “Duplicate”. Duplicate tenders may contain all pages including Technical Literature/Catalogues as in Original tenders.
- 17.3 The original and duplicate copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 17.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 17.5 The tenderer is to seal the original and copy of the tender in separate envelopes, duly marking the same as “Original”, “Duplicate” and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope along with envelope containing EMD, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 17.6 TE document seeks quotation following **two bid System**, in two parts. First part will be known as **‘Techno - Commercial Tender’**, and the second part **‘Price Tender’** as specified in clause 11 of GIT. Tenderer shall seal **‘Techno - Commercial Tender (along with envelope containing EMD)’** and **‘Price Tender’** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

D. SUBMISSION OF TENDERS

18. Submission of Tenders

- 18.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at Bhartiya Aushadhi Sanrakshan Avam Vikas Samiti(Reg.) Office at IMPCL Campus, Mohan, Via-Ramnagar-244715, District Nainital, Uttarakhand .The BASAVS Member/officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 18.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

19. Late Tender

- 19.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and **will be ignored**.

20. Alteration and Withdrawal of Tender

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- 20.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 20.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

21. Opening of Tenders

- 21.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

- 21.2 **Authorized representatives of the tenderers**, who have submitted tenders on time **may attend the tender opening** provided they bring with them **letters of authority from the corresponding tenderers**.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 21.3 **Two bid system as mentioned in para 21.6 above will be as follows.** The **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno-Commercially acceptable offers shall be opened at a latter date which will be notified to such tenderers. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

22. Basic Principle

- 22.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

23. Preliminary Scrutiny of Tenders

- 23.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether

the documents have been properly signed stamped and whether the Tenders are generally in order.

- 23.2 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 23.3 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;
- (i) Deleted.
 - (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD or EMD amount mention in tender have not been provided.
 - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorisation as per Format given in Section XIV.
 - (vi) Tenderer has not agreed to give the required performance security.
 - (vii) Goods offered are not meeting the tender enquiry specification.
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, Delivery period clause, dispute resolution mechanism applicable law.
 - (ix) unsatisfactory past performance.
 - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Tenderer is not eligible as per GIT Clauses.
 - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements for the quoted item (s).

24 Discrepancies in Prices

- 24.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 24.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 24.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

25. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail.

26. Qualification Criteria

Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non-responsive and will not be considered further.

27. Comparison of Tenders

- 27.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on **FOR, mohan, via Ramnagar District Almora, Utrakhnad** consignee site basis. The quoted prices and AMC prices will also be added for comparison/ranking purpose for evaluation.

28 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

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- 28.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 28.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 29. Tenderer's capability to perform the contract**
- 29.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one item in the List of Requirements, then, such determination will be made separately for each item.
- 29.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.
- 30. Contacting the Purchaser**
- 30.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 30.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

31. Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers. It all will be discretion of chairman, Executive Committee (COE project- Procurement/Tender/Implementation) of Bhartiya Aushadhi Sanrakshan Avam Vikas Samiti(Reg.). in case of any doubt/descripecies/dispute in any issues related to tendering process, instrument specification, chairman of above mentioned committee have right to amend any point wholly or partially at any time..he is also authorized to take any appropriate decision or action in the favour of BASAVS as he think deemed fit

32. Award Criteria

Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

33. Variation of Quantities at the Time of Award/ Currency of Contract

- 33.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the “List of Requirements” without any change in the unit price and other terms & conditions quoted by the tenderer.
- 33.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract or within one-year from the date of Notification of Award..

34. Notification of Award

- 34.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within twenty-one (21) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 34.2 The Notification of Award shall constitute the conclusion of the Contract.

35. Issue of Contract

- 35.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 35.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post.
- 35.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

36. Non-receipt of Performance Security and Contract by the Purchaser/Consignee

Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

37. Return of E M D

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

38. Publication of Tender Result

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned through Email/letter.

39. Corrupt or Fraudulent Practices

It is required by all concerned to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

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

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

Sl No.	Topic	
1	Application	
2	Use of contract documents and information	
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5	Performance Security	
6	Technical Specifications and Standards	
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10	Transportation of Goods	
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12	Spare parts	
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27	Termination for convenience	
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29	Notices	
30	Resolution of disputes	
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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 Within twenty-one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, **valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.**
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the

prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the consignee/purchaser including furnishing of consignee wise Bank Guarantee for performance security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Maintenance Contract with respective consignees, 3 (three) months prior to the completion of Warranty Period. The AMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for AMC security in favour of Head of the lab/ Institute of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in ‘Technical Specification’ and ‘Quality Control Requirements’ under Sections VII and VIII of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee’s name and full address and
- f. supplier’s name and address

8. Inspection, Testing and Quality Control

- 8.1 Principal/ Indian agent for Foreign supplier shall have equipment inspected by recognised/reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.2 At consignee site by joint inspection will be done by technical committee of BASAVS/IMPCL for checking whether instrument/item/accessories are supplied as per accordance of specification of tender/Purchase order of BASAVS. In case of any deficiencies/difference in Specification/quality. the supplied instrument/item may be rejected/return to the party. The Trial Run of the instruments along with required consumable must be arranged by successful bidder after the complete installation of instrument shall be checked at IMPCL Mohan by Technical Committee.

9. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods within India offered :

Goods will be custom cleared by the supplier/ Indian agent and transported to the consignee's site as per the contract terms.

Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

The goods shall be custom cleared by the Supplier/ Indian Agent and transported to the consignee's site as per contract terms. The supplier shall be responsible for safe and timely delivery of ordered goods under his own arrangement.

11. Insurance:

Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

12. Spare parts

- 12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

13. Incidental services

Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- iv) Supplying required number of operation & maintenance manual for the goods

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Inspection certificate issued by the nominated Inspection agency, if any.
- (iv) Certificate of origin;
- (v) Insurance Certificate as per GCC Clause 11.
- (vi) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

- B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by airmail/ registered post / speed post (or as instructed in the contract).

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Four Copies of packing list identifying contents of each package;
- (iii) Insurance Certificate as per GCC Clause 11.
- (iv) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like **SGS, Lloyd or equivalent** (acceptable to the purchaser) prior to despatch
- (vii) Manufacturer's own factory inspection report;

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This **warranty shall remain valid for 2 (Two) years** in general, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, **unless specified otherwise in the SCC.**
- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Replacement and repair will be under taken for the defective goods.
 - c. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the **warranty for the rectified/replaced goods shall be extended to a further period as mentioned under clause 15.2** from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods

15.8 The Purchaser/Consignee reserve the rights to enter into **Annual Maintenance Contract** between Consignee and the Supplier for the period as mentioned in General Points for Technical Specifications, **Section VII (para-4)**, after the completion of warranty period.

16. Assignment

16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for Domestic Goods Or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:

80 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any;
- (v) Insurance Certificate as per GCC Clause 11;
- (vi) Certificate of origin.

b) On Acceptance:

Balance 20 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

22. Delay in the supplier's performance

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
 - (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the

goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

- (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

23. Liquidated damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

- 24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

- 28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. The jurisdiction for the settlement of disputes will be at Mohan, UK, India.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the MD,IMPCL. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-)

30.3 Venue of Arbitration: The venue of arbitration shall be Mohan,Uttarakhand, India.

31. Applicable Law

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

32. General/ Miscellaneous Clauses

32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/AMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

32.3 The Supplier shall notify the Purchaser/Consignee of any material change would impact on performance of its obligations under this Contract.

32.4 Each member/constituent of the Supplier/its Indian Agent/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

32.5 The Supplier/its Indian Agent/AMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under AMC or the Contract.

32.6 The Supplier/its Agent/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

32.7 All claims regarding indemnity shall survive the termination or expiry of the contract

SECTION – V**SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

- 1 First time consumable for equipment installation should be given free.**
- 2 Consumable required for the operations of equipment should quoted separately.**
- 3 Spares for equipment should be quoted separately.**

For Indian Medicines Pharmaceutical Corporation Limited

Manager (Materials)

SECTION – VI**LIST OF REQUIREMENTS****Part I:**

Sr No	ITEM DESCRIPTION	Total Qty	EMD Amount Rs.
1	ATOMIC ABSORPTION SPECTROPHOTOMETER	1	60000
2	HPLC	1	70000
3	HPTLC	1	130000
4	AUTOMATED KARLFISHER	1	4000
5	VISCOMETER	1	6000

Part II: Required Delivery Schedule:**a) For Indigenous goods or for imported goods if supplied from India:**

Within **90 days** from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Installation & Commissioning shall be completed within 15 days of handing over the site of installation, complete in all respect by the consignee. The date of handing over of the site has to be intimated by the supplier to the purchaser. The delay on the part of the supplier to install and commission the equipment will attract the provisions as contained in the liquidated damage clause.

Part IV:

Turnkey (if any) as per details in Technical Specification. The tenderer shall also specify the time schedule for completion of Turnkey work.

Part V:

Annual Comprehensive Maintenance Contract (AMC) as per details in General Technical Specifications para 4.

Part VI:**Required Terms of Delivery and Destination.****a) For Indigenous goods or for imported goods if supplied from India:**

Delivery required at Consignee Site.

Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery

b) Destination/Consignee details are given in Section XXI

Part VII:

Inspection/Installation/Trials Run:

- a) At consignee site by joint inspection will be done by technical committee of BASAVS/IMPCL for checking whether instrument/item/accessories are supplied as per accordance of specification of tender/Purchase order of BASAVS. In case of any deficiencies/difference in specification/quality . the supplied instrument/item may be rejected/return to the party.

The Trials Run of the instruments along with required consumable must be arrange by successful bidder after the complete installation of instrument shall be checked at IMPCL Mohan by Technical Committee.

Section – VII

Technical Specifications

Item No. 1

SPECIFICATION FOR ATOMIC ABSORPTION SPECTROPHOTOMETER:

Fully automated Personal Computer Controlled Integrated Atomic Absorption Spectrometer System with Double Beam optics, automated monochromator and slits. Automatic Changeover between flame & furnace mode through software and automatic height optimization. System must be GPL and WHO GMP compliance. All the modules of HPLC like Pump, Detectors should be from same/single manufacturer.

Hardware:

- Optics: True Double Beam Automatic Wavelength and slit selection.
- Wavelength range: 190-900 nm or better
- Monochromator: Czerny-Turner or Littrow equivalent monochromator with computer controlled wavelength selection and peaking.
- Slits: Automated slit selection. Variable slit 0.2- 1.0 nm or better
- Grating : Holographic diffraction grating with Min 1800lines/mm
- Detector: Photomultiplier Selected wide range Photomultiplier covering full wavelength range or Solid State Detector
- Background corrector: High intensity deuterium background corrector or better technology
- Lamp Turret : 6-8 lamp turret

Flame System

- (i) Burner: Universal finned titanium burner or separate titanium burner for Acetylene (100mm) and Nitrous Oxide(50) flame and fully inert spray chamber. Burner height automatically adjustable and automatic binary gas control for optimization and automatic changeover of the flame from acetylene to nitrous oxide and vice-versa.
- (ii) The Nebulizer should be resistant to all types of Acids, Solvents
- (iii) Background Correction : High intensity deuterium background corrector or better technology
- (iv) Lamp Support : Minimum Six lamps or more automatic aligning turret with computer controlled lamp selection for both flame and furnace
- (vi) Suitable for working for various elements-Single element Coded Hollow Cathode Lamp for under mentioned element.

Graphite Furnace System

- (i) For Trace analysis facilities (sub – ppb) with Furnace Head, Power Supply and Furnace Auto sampler (capacity approx. 30-60 samples) along with 30-60 sample vials as per auto sampler & 10 reagent vials.
- (ii) Graphite Furnace Atomizer : Up-to 3000⁰C (maximum attainable) temperature

- (iii) Background Correction: High intensity deuterium background corrector or better technology
- (iv) The System should have Intelligent Auto Dilutor for furnace
- (v) Graphite Cuvettes: Pyrolytic-coated and Non-coated (10 No's each)

Gas control: Fully Programmable gas control system with automatic setting of gasflows. Automatic oxidant changeover. Should have fast responsesolenoid valve or better technology for rapid regulation and setting of selected gas flow.

Vapor Generation system – Automated Software controlled Continuous Flow Vapour Generation hydride system for the high sensitivity determination of Mercury and metallic hydride forming elements.

Software:

Software operation should be on latest window for complete instrument control, data acquisition and browsing as standard. System software should be GLP/WHO GMP compliance.

All the Method parameters related with Lamp selection, Slits, Calibration, control of Flow of gases Air, N₂O/C₂H₂ and Argon should be controllable through Personal Computer Software.

Safety System :

There should be adequate safety measurement such as separate ignite/flame-off buttons, internal gas connections made automatically, flame shields and protection against heat and UV radiation. External adjustment of all burner and spray chamber controls. Violation of any safety interlock should prevent flame ignition or should extinguish existing flame. Liquid trap, pressure Relief bung, flame shield, flame operation, Gas and oxidant pressure Spray chamber, gas leak check

Accessories

Hollow cathode lamps

Coded single element HCL for analysis of various elements e.g. Hg, As, Pb, Cd, Fe, Cu .The lamps should have guaranteed 5000 mA hour of usage time

Air Compressor (Any Standard make): Oil Free, Noiseless Air Compressor (standard make), with Air Purifiers and moisture trap compatible with quoted A. A. S. Unit.

Water Re-circulating Chiller (any standard make) of compatible capacity suitable for A. A. S. Unit.

Gas Pressure Regulators :

Double Stage Gas Pressure Regulators with Stainless Steel Diaphragm, for Ultra High Purity Grade gases each for Acetylene (01 no), Nitrous Oxide (01 no) and Argon (01 no's) with necessary S. S. tubing and fittings for connecting these to Gas Cylinders. The Nitrous Oxide Gas Pressure Regulator should be supplied with Heated Assembly System.

Gas Cylinders:

Filled Gas cylinders (47 liters capacity) for Acetylene (01 no), Nitrous Oxide (01 no)

and Argon (01 no) with necessary S. S. tubing and fittings for connecting these to Gas Cylinders.

Gas Panel: Gas Filters/Purifiers for Nitrous Oxide , Acetylene & Argon gas Supply lines

Exhaust hood: Stainless Steel Exhaust Hood along with fan and fitting hardware required for quoted A. A. S. Unit.

Other Accessories(optional quoted)

Suitable Computer & Printer: Pentium Core i7 based Processor, 4GB REM, 500 GB Hardisc or equivalent based Suitable computer, monitor and color printer Should be quoted

Hollow cathode lamps(optional quoted)

Coded single element HCL for analysis of various elements egCa, Mg, Al, Zn, Sn, Mn, Si, , Na, Ni, Au, Ag The lamps should have guaranteed 5000 mA hour of usage time

Aqueous solution Standards(optional) NIST traceable Standards for Ar, Cd, Hg, Pb, Fe, Cu, Zn element separately 100 ml (1000 ppm) each optionally quoted

UPS(Optional)

Online UPS 15 KVA for running the complete system i.e. Flame, Graphite Furnace, Chiller, PC & Printer with 30 minutes back up.

Warranty

Warranty to be quoted 24 month for AAS along with accessories &PC, Printer &UPS.

And further consent for **AMC of system on mutual agreed rate for next 3 years**

All technical documents like OQ, PQ, IQ, DQ , Manual, etc. also provided by the bidder/party

Installation and training: Complete installation on site, Training and demonstration for performance of complete system along with accessories is necessaries after delivery.

- 1 First time consumable for equipment installation should be given free.**
- 4 Consumable required for the operations of equipment should quoted separately.**
- 5 Spares for equipment should be quoted separately.**

Item No. 2**HPLC Specifications**

An Automatic computer controlled High Performance liquid chromatograph system equipped with a suitable Quaternary Solvent delivery Pump with Thermostatic Auto sampler, Column Compartment, PDA Detector, capable of working in both isocratic & gradient operation. It should provide error-free programming of pump parameters including flow rates, operating pressure limits, compressibility compensation, calibration and diagnostics. The system is to be used with Sub Two Micron columns for fast high resolution analysis. System must be GPL and WHO GMP compliance. All the modules of HPLC like Pump, Detectors should be from same/single manufacturer.

Pump

Programmable flow rate range: 0.001- 10 mL/min. or more

Max. Operating pressure: 400 bar(6000 psi)or more.

Flow precision: 0.08 % RSD or less.

Flow rate accuracy: ± 1 %

Delay Volume: 1 mL or less.

Composition Range: 0 to 95 %.

The pump should have GLP features like maintenance feedback for continuous tracking of instrument usage with user settable limits and feedback messages.

Mixer should be quoted

Thermo stated Auto sampler

Injection Volume Range: 1 to 100 uL.

Max. Operating pressure: 6000 psi or more

Auto sampler carryover: < 0.05 % RSD or better.

Sample Delivery Precision: 0.25% RSD or better

Replicate Injections: 1 to 99 from one vial.

Aprox.100 samples can be accommodated.

Temperature: Peltier temperature control from 4 to 40 Degrees.

PDA (Photo Diod Array) Detector with Flow cell.

Detection Type: 512 Photo diodes or more.

Wavelength range: 190 – 800 nm or better.

Light source:Deuterium lamp(D2) & Tungsten(W) Lamp.

Wavelength accuracy: +/- 1nm.

Noise : < $\pm 0.6 \times 10^{-5}$ AU or better

Drift: < 1×10^{-3} AU/hr or better

Diode width: < 1 nm or better.

Flow cell: 10mm path length, 10 to 15 ul volume (Analytical standard)

Temperature control from 5 to 40 Degrees or better for complete optical unit. Should be of same manufacture as of main equipment

Thermostatted Column Compartment (Column Oven)

Temp setting facility: Ambient to 80 Degrees

Temp Accuracy: 1 Degree.

Temp precision: ± 0.1 °C

Temp Stability: ± 0.15 °C

Two Columns up to 250 mm or better should be accommodated.

Chromatography Software

Chromatography Software should have client/server, 32-bit design for latest operating system. Real time triggers to react the condition i.e. to take action on Fault, Leakage, Stop, Start, wavelength switching, injection etc. or better.

The software should be 21 CFR compliance.

The software should be genuine & original.

Columns

C18 Analytical Column (250 mm X 4.6 mm X 5 μ m) – 1 no.

C-8 Analytical Column (250 mm X 4.6 mm X 5 μ m) – 1 no.

Silica Column (250 mm X 4.6 mm X 5 μ m) for non-polar – 1 no.

Branded PC, Lesser printer & UPS(optional)

Branded PC-i7,4GB RAM,500GB harddisk, Laser Printer &

Optional online 3 KVA UPS with 30 mins back up.

Warranty

Warranty to be quoted 24 month for HPLC along with accessories & PC, Printer & UPS .

And further consent for **AMC of system on mutual agreed rate for next 3 years**

All technical documents like OQ, PQ, IQ, DQ, Manual, etc also provided by the bidder/party

Installation and training: Complete installation on site, Training and demonstration for performance of complete system along with accessories is necessary after delivery.

ADDITIONAL ACCESSORIES

Plunger Seals (Qty- 2)

PTFE Frit- (Qty 05)

Peek tubing 0.18 ID, 5 meter, (yellow);

Peek Tubing 1/16" 0.01"/0.25mm, 5 meters;

Finger tight Peek fittings 10/pk- Qty- 1

Tube Cutter -Qty -1;

Tool Kit – Qty 1;

Filtration Kit-1 for solvent and one for sample along with micro membrane filters

Centrifuge-1

- 1 First time consumable for equipment installation should be given free.**
- 6 Consumable required for the operations of equipment should be quoted separately.**
- 7 Spares for equipment should be quoted separately.**

Item 3

Specification for HPTLC

Integrated HPTLC system for quantification, identification, finger printing and micro-preparative separations. High Performance Thin Layer Chromatography

(A) **HPTLC SYSTEM MANAGER** software to control, document and manage all the instrumental steps of HPTLC analysis incl. application, development, scanning and photorecording. Communicates in both directions with all connected instruments. 32 bit analysis. Upgradable periodically. Methods can be created and stored. Single report per analysis. Enables analysis report to include all related data such as time, date, name of the analyst / sample / place etc. Random report no. - to be prevent mix-up of two prints of same analysis. GLP compliant. 3rd generation.

(B) **SEMI AUTOMATIC SPOT / BAND APPLICATOR**

Sample spot / band applicator :

Fifth generation sprays sample to plate. 4 mode Applicator --- 1) Quantitative analysis, 2) Micro-preparative isolation, 3) In-situ addition of internal std. or reagents 4) Superimpose. 10-method memory storage, stand-alone or System Manager control. Sample positioning on X & Y axis freely selectable, variable automatic rate of delivery, 100 µl syringe for analytical work & 500 µl syringes for micro-preparative work. Self diagnostic + software link to System Manager built-in.

Analytical sample syringe – 100ul (2 Nos.)

Preparative sample syringe – 500 ul (1 No.)

(C) **CHROMATOGRAM DEVELOPMENT CHAMBERS**

All glass, moulded, one piece, bubble free chamber for TLC/ HPTLC. Bottom divided into two equal halves with a sloping divider. Chamber top and bottoms (both outside the chamber and inside the two troughs) should be perfectly parallel to each other.

Chamber ground finish on top for good seal and at bottom for perfect level. Heavy chamber to minimise effects of vibration. One piece joint less moulded chambers prevent leakage and tough to handle while cleaning. Stainless steel rust proof lid with overhang to completely seal the chamber. Appropriate sizes for 20x20 cm, 20x10 cm and 10x10 cm plates. Each size 3 Nos.

(D) **CHROMATOGRAPHY VISUALISATION / DERIVATISATION:**

UV Cabinet, Model 4 (Jan. 2016) dual wavelength 254 nm + 366 nm with guaranteed minimum intensity, as follows : UV lamp UW/CM2 at 17 cm distance. Short wave UV (254 nm) 1600, long wave (366 nm) 1000,. Visible light (<400nm) 0.4 100% protection to viewer's eyes and skin from UV light for safety. High tech 25 kHz power supply for flickerless, instant illumination. Portable darkroom. Auto switch off after 10 min. Thermal sensor and Tilt sensor built in.

(E) **20 X 10 CM ONE PIECE, MOULDED DIP TANK WITH LID FOR DERIVATIZATION**

(F) **MULTIPURPOSE CHAMBER FOR METHOD DEVELOPMENT**

Multipurpose Chamber for method development rapid screening of samples & for horizontal development. Chamber comprises layer scraping module and development module. Uses 10 x 10 cm glass plates. Can run six mobile phases on

one plate, side by side, at the same time with or without saturation. New method developed in 3 – 4 runs. With mobile phase creation guide.

(G) PROFESSIONAL TLC / HPTLC PHOTODOCUMENTATION SYSTEM under GLP :

Professional TLC / HPTLC Photodocumentation System, comprising :

Illumination Unit, Industrial Camera and HPTLC specific software.

Illumination unit – with 254 + 366 nm UV + Visible light (from above & below the plate). Uniform illumination.

60 KHz supply for instant, flickerless illumination. Easy access for changing tubes & filters and PCB. Auto switch off. Total darkness. Viewing window to observe plate in UV. Safety - UV switched off if door opened.

Camera 12 bit, high resolution industrial camera (4096 grey level resolution). Images of the highest quality. Fixed parameters for total reproducibility. True colours capture. Very linear response. Individually calibrated.

HPTLC Specific Software – Automatic image optimization. Automatic exposure time to suit brightest zone within dynamic range of CCD. Full function annotation. R_f scale. Child image with or w/o ROI (Region of Interest) blow up. Auto image capture at 254nm and or 366nm and or white light. Raw data inaccessible to user. Spot application tool to detect faintest fractions. High speed data transfer 1 sec. / image. Control to System Manager.

SOFTWARES FOR PROFESSIONAL TLC / HPTLC PHOTODOC

Optional Professional Image Enhancement software for IQ-OQ, performance check, clean plate correction, image averaging, white adjust and flat field corrections. Very useful to create the best possible image for evaluation.

Image comparison viewer software. Allows comparison of different tracks from different plates under GLP. Very useful for accurate comparison.

(H) TLC SCANNER WITH DATA EVALUATION :

Computer controlled Scanner / Densitometer for automatic spectrum scanning for identity check as well as purity check; Automatic quantitative measurement by absorbance & fluorescence; All TLC / HPTLC plate sizes acceptable; Scan speed 100mm/sec @ 25 μ m resolution; Wavelength range 190-900 nm; Monochromator flushing by nitrogen; Data sampling rate – 4000 / sec; Special optics Macro / Micro for HPTLC measurements; Spectrum scan speed 100 nm / sec; Max 999 spectra / plate; Visible pilot slit image / scan compartment illumination with UV to check sample alignment with scan beam; D2, Hg, W lamps + self diagnostic + Service dialog + Universal filter for fluorescence all built-in; scan slit size variable; bandwidth selectable 5 or 20 nm.

Data evaluation 32 bit software (latest version), Excellent S/N ratio. High reproducibility; Controlled by System Manager, Automatic / Manual data integration, Auto baseline correction. Spot check facility. 3D display with data storage. Calibration - single level, multilevel, linear / non-linear. Statistics CV / CI. Reproducibility check facility. Auto calculation of data from wts and dil. factors, Computer generated random no. for each report (GLP compliance). Lamp use tracking. 2 level digital user manual. Service Dialog + self Diagnostics + Tutorial all built – in. Meets GLP. Optional IQ-OQ and 21 CFR Rule 11 certification.

SOFTWARES FOR SCANNER

Multi wavelength evaluation : Measures, stores and calculates automatically quantitative results from upto 31 wavelengths. All data stored & 3-D displayed in 3 ways. Colour plots of data. Automatic quantification with respect to λ max of each separated fraction, in absorption & fluorescence mode.

Spectrum Library: Facility to create own library. 999 spectra stored per file. All files searched automatically for λ max as well as R_f . Any no. of files can be created. A must for creating searching libraries of spectra. Easy to use.

“21 CFR Part 11”: Enables the compliance of HPTLC Software Manager controlled HPTLC system with 21 CFR Rule 11 requirements.

(I) SOLVENT FRONT MONITORING DEVICE

An electronic device to detect & monitor solvent front position during chromatography. Notifies acoustically & visually that mobile phase has reached the preset developing distance during chromatogram development. Works with glass plates being developed in glass chambers of different sizes 20 x 20 cm, 20 x 10 cm, 10 x 10 cm. Batteries included.

(J) TLC / HPTLC PLATE HEATER

For in-situ derivatization and also layer activation.

Stain resistant ceran glass top; temp range 25 to 200°C. Uniform heating of plate. Digital display of set & actual temp. Display on as long as plate is hot. Upto 20 x 20 cm size plates.

(K) MANUAL REAGENT SPRAYER

Glass reagent sprayer with spray head & 100 ml flask

(L) IQ/OQ Documents

OPTIONAL Quote required

(M) PLATE IMMERSION DEVICE FOR DERIVATIZATION(OPTIONAL)

Uniform distribution of derivatization reagent due to controlled dipping.

Suitable for 20 x 20 cm & 20 x 10 cm plates; Universal plate holder clamp;

Dipping speed - 30 mm to 50 mm /sec., Variable dip time - 1 to 8 secs. & indefinite. Ribbed and narrow dip chambers for reduced volume of reagent. Battery operated. Complete with 20 x 10 cm dip tank & its lid.

(N) AUTOMATIC TLC SPRAYER(OPTIONAL)

Pneumatic cordless TLC Sprayer with rechargeable batteries. Non – clogging. Very fine and uniform spray. Resistant to corrosive reagents. With accessories for convenience and lexibility.

(O) GRADIENT AUTOMATIC MULTIPLE DEVELOPMENT CHAMBER(OPTIONAL)

PC controlled chamber comprising chromatogram developing chamber and its control module. Upto 25 times stepwise multiple development in same direction possible. Upto 5 solvents to make gradient. Plate drying time 1 – 5 min. Gas phase equilibration after every step possible. Mobile phase front monitoring by CCD. Vacuum sensor built in. Gradient display on screen. Validation software + self diagnostics built-in. Vacuum connector. Optional link to System Manager. (vacuum pump is required)

Good support from Indian base is essential.

Live product demo where applicable, with our samples is necessary. The same may be arranged at supplier's cost.

Training: In view of the long life of the instrument, training should be offered wherever requested by us. It can be arranged preferably at our lab or supplier's application lab.

Analysis support: Since we deal with complex samples, support for analysis should be given by the supplier by sending their application.

Equipment should be future proof and manufacturer is expected to offer upgrade whenever available rather than change models.

A live demo nearby and analysis of our samples will have to be done by bidders at their cost.

Please provide complete details of your customer support lab.

Also quote for local installation requirements such as N₂ cylinder with regulator, UPS / V. stabilizer, PC & printer etc.

Warranty

Warranty to be quoted 24 month for complete HPLTC system

And further consent for AMC of system on mutual agreed rate for next 3 years

All technical documents like OQ, PQ, IQ, DQ , Manual, etc also provided by the bidder/party

Installation and training: Complete installation on site, Training and demonstration for performance of complete system along with accessories is necessary after delivery

- 1 First time consumable for equipment installation should be given free.**
- 8 Consumable required for the operations of equipment should be quoted separately.**
- 9 Spares for equipment should be quoted separately.**

Item 4

SPECIFICATIONS FOR AUTOMATED KARLFISHER

GPL /WHO GMP compliance instrument for moisture(water content) analysis in sample. Instrument suitable for moisture (water content) analysis for Oil and Other Ayurvedic & Uani medicines sample. Instrument should be Micro-Controller Based Automatic Karl Fischer Titrator designed for accurate estimation of moisture contents in various samples.

The instrument should have Magnetic Stirrer and Motorized Dispenser for addition of Karl Fischer Reagent. A backlit Alpha-Numeric LCD Display and Feather Touch Keyboard on front panel make the instrument user friendly and easy to operate. The volume of the K. F. Reagent added, is to be displayed on the LCD Display. The end point of the titration is indicated a alarm. built-in CAL program is required to determine the Average Factor of the K. F. Reagent. The instrument should calculate the result automatically and displays on LCD display. The instrument should have built-in Validation and Calibration facility for dispensed volume. The instrument should have printer port for printer interface. Printer May be quoted optionally Required with Teflon Clamp with Glass Beaker., Platinum Electrodes., Micro-liter Syringe.

Warranty

Warranty to be quoted 24 month for Karl Fischer Titrator

And further consent for AMC of system on mutual agreed rate for next 3 years

All technical documents like OQ, PQ, IQ, DQ , Manual, etc also provided by the bidder/party

Installation and training: Complete installation on site, Training and demonstration for performance of complete system along with accessories is necessary after delivery

- 1 First time consumable for equipment installation should be given free.**

- 10 Consumable required for the operations of equipment should quoted separately.**
- 11 Spares for equipment should be quoted separately.**

Item5

SPECIFICATIONS FOR VISCOMETER

GPL /WHO GMP compliance instrument for viscosity analysis. Viscometer suitable for analysis for Milk, Oil, Honey, Syrup, Ointment, Gel, Herbal Cream, Avleha(semisolid Ayurvedic preparation like chyawanprash), Majoon/lauque/ labbob(semi solid Unani preparation) etc.

Display of viscometer have user choice of most important parameter is displayed in larger font size. There should be choice of static or scrolling display mode. Display of Multiple international languages including English.

Display have basic information provision for

- Viscosity(cP, P, mPa*s, Pa*s)
- % Torque
- Speed/Spindle
- Temperature(0C or 0F)

Viscometer should have under mentioned basic technical requirement/Specification

Min. Viscosity Range: Aprox. 1Cp

Max. Viscosity Range: Aprox. 20 Lac Cps

Speeds : 0.3 - 100 RPM

Speed Increments : 18 speed, which provide great range capability

Accuracy : +/- 1.0 % of range

Repeatability : +/- 0.2 %

Temperature off set: Capability to +/- 5 0C

Optional Quote for other accessories-

RTD Temp. Prob.

Viscometer standards

Dymo Printer

Warranty

Warranty to be quoted 24 month for viscometer

And further consent for AMC of system on mutual agreed rate for next 3 years.

All technical documents like OQ, PQ, IQ, DQ , Manual, etc also provided by the bidder/party

Installation and training: Complete installation on site, Training and demonstration for performance of complete system along with accessories is necessaries after delivery

- 1 First time consumable for equipment installation should be given free.**
- 12 Consumable required for the operations of equipment should quoted separately.**
- 13 Spares for equipment should be quoted separately.**

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Comprehensive Warranty as stated in GCC clause No. 15 (in Section – IV) for complete equipment (including Probes, Electrodes, Detectors, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Institute/ Lab.
- b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

- a) After sales service centre should be available at the city of Institution/Lab on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.
- b) The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.

3. Training:

On Site training to Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee.

4. Annual Maintenance Contract (AMC) of subject equipment with Turnkey:

- a) **The cost of Annual Maintenance Contract (AMC)** which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period **to be quoted for next 3 years on yearly basis** for complete equipment (including Probes, Electrodes, Detectors, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the AMC period
- b) The cost of AMC to be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- e) There will be 98% uptime warranty during AMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend AMC/CMC period by double the downtime period.

- f) During AMC/CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during AMC/CMC.
- i) The payment of AMC/CMC will be made as stipulated in GCC Clause 21.
- ii)

5. Turnkey:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with Technical committee of BASAVS/IMPCL concerned. **The Turnkey costs (if applicable) may be quoted in Indian Rupee will be added for Ranking Purpose.**

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

The Turnkey Work should completely comply with AERB requirement, if applicable

- 1 First time consumable for equipment installation should be given free.**
- 14 Consumable required for the operations of equipment should quoted separately.**
- 15 Spares for equipment should be quoted separately.**

Section – VIII

Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. Email ID
 - d. telephone number
 - e. fax number
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last **Five** years from the date of Tender Opening, at least 50% (or one No. where the schedule of requirement is one no.) of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.
02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 50% (or one No. where the schedule of requirement is one no.) of the quoted quantity of similar equipment which is functioning satisfactorily, any where in India of the same manufacturer.
- 03 Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years.

Note:

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized, alongwith the tender. The performance certificate should be in accordance with the requirement of clause 2 (a) / 2 (b) as stated above.

2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No.: _____

Date & Time of opening: _____

Name and address of the Tenderer: _____

Name and address of the manufacturer: _____

Order placed by (full address of Purchaser/Consignee)	Order number and date	Description of ordered goods and services	Quantity of ordered goods	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate duly notarised certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money and or performance security furnished will be forfeited. Such certificates from a third party or middleman other than actual end user will not be accepted. The satisfactory performance implies working satisfactorily without any complaint since the date of installation, commissioning & handing over to the end user as per the standard format enclosed.

Section – X
TENDER FORM

Date _____

To,

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

SECTION – XI PRICE SCHEDULE**A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1	2	3	4	5							6
				Price per unit (Rs.)							
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Transportation, loading/ unloading and Incidental costs till consignee's site (d)	Insurance charges for a period including 3 months beyond the date of delivery (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)

Total Tender price in Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for AMC after warranty shall be quoted in given formate.
3. Price schedule values in rupees is must in every column or if not applicable then NA or NIL.

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

B) PRICE SCHEDULE FOR ANNUAL MAINTENANCE AND REPAIR COST AFTER WARRANTY PERIOD

Common to Domestic					
A Sch. No.	B Item Description	C Qty (in Nos.)	D Year	E Annual Maintenance & repair cost for each unit with taxes	F Total Maintenance & repair cost (Col. C X Col. E)
			Year 3		
			Year 4		
			Year 5		
			Total		

- Note:-**
1. First time consumable for equipment installation should be given free.
 2. Consumable required for the operations of equipment should quoted separately.
 3. Spares for equipment should be quoted separately.

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

**SECTION – XII
QUESTIONNAIRE**

Fill up the Section XX – Check List for Tenderers and enclose with the Tender

1. The tenderer should furnish specific answers (alongwith mention of relevant page nos. of tender) to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

To,

Dear Sir,

Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, AMC/CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

- Note:*
1. This letter of authorisation should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
 2. Original letter may be sent.

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”).

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid till 2 (two) months beyond the warranty period, i.e up to ----- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

**SECTION – XVI
CONTRACT FORM - A**

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

(Address of the Purchaser's/Consignee's office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

Note : The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Item Sl. No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

**(Signature, name and address
of the Purchaser's/Consignee's authorised official)
For and on behalf of** _____

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee’s authorized representative)

The following store (s) has/have been received in good condition:

- 1) Contract No. & date : _____
- 2) Supplier’s Name : _____
- 3) Consignee’s Name & Address with
telephone No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized
Representative of Consignee : _____
- 8) Signature of Authorized
Representative of Consignee with
date : _____
- 9) Seal of the Consignee : _____

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

(a) Contract No _____ dated _____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) nos.: _____

(d) Quantity: _____

(e) Bill of Loading/Air Way Bill/Railway

Receipt/ Goods Consignment Note no _____ dated _____

(f) Name of the vessel/ Transporter: _____

(g) Name of the Consignee: _____

(h) Date of commissioning and proving test: _____

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered
----------------	----------------------------	-----------------	-------------------------------

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract

is _____.

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature

Name:

Designation with stamp

Explanatory notes for filling up the certificate:

- He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- Training of personnel has been done by the supplier as specified in the contract
- In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

SECTION – XIX

DELETED.

SECTION – XX

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
1.	Have you enclosed EMD of required amount for the quoted schedules?			
2(a).	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
2(b).	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
3.	Have you kept validity of 180 days from the Techno Commercial Tender Opening date as per the TE document?			
4(a).	Have you enclosed duly filled Tender Form as per format in Section X?			
4(b).	Have you enclosed Power of Attorney/ Authorisation in favour of the signatory?			
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you submitted the certificate of incorporation?			
7(a).	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
7(b).	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			

Sl. No.	Activity	Yes/ No/ NA	Page No. in the Tender document	Remarks
8.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
9.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
10.	Have you submitted the Quality Control Requirements as per Proforma given in Section VIII of TE document?			
11.	Have you accepted delivery period as per TE document?			
12.	Have you accepted the terms of delivery as per 'DDP at consignee site basis'?			
13.	Have you accepted the warranty/AMC as per TE document?			
14.	Have you accepted all terms and conditions of TE document?			
15.	Have you fully accepted payment terms as per TE document?			
16(a)	Have you submitted prices of goods, turnkey (if any), AMC etc. in the Price Schedule as per Section XI?			
16(b)	Have you submitted satisfactory end user performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
17.	Have you submitted copy of the order(s) against the above end user certificate (s)?			
18.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the
Tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

Section – XXI**Consignee addresses**

Consignee Code	Consignee Address	Telephone No.
IMPCL	IMPCL,Mohan,Uttarakhand	05947-287822
	Delivery at IMPCL Site	Before 3 PM

NB: The purchaser/consignee will not be responsible for timely issue of CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers requesting for changing of delivery schedule.