

**MINISTRY OF HEALTH & FAMILY WELFARE**  
**National AIDS Control Organization**



Government of India

***National AIDS Control Programme (NACP-IV)***

***NATIONAL COMPETITIVE BIDDING***

**e-TENDER DOCUMENT**

*For*

***PROCUREMENT OF LABORATORY EQUIPMENTS***

- *Table top laboratory centrifuge*
- *Vortex mixer with digital display*
- *Pipettes Single Channel (20-200 $\mu$ l)*
- *Pipettes Single Channel (100-1000 $\mu$ l)*
- *Biological safety cabinets (BSCs) Class II Type A2*
- *Deep freezer -20 $^{\circ}$ C along with voltage stabilizer*
- *Deep freezer -80 $^{\circ}$ C along with voltage stabilizer*
- *Refrigerator (230 $\pm$ 10 Liters)*

**IFB NO.:- RITES/MSM/NACP/06/2018**



*(Procurement Agent)*

*Materials System Management Division*

**RITES Ltd., RITES Bhawan-II, 4<sup>th</sup> Floor,**

**Plot No.144, Sector 44**

**Gurgaon - 122003, Haryana, India**

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**MINISTRY OF HEALTH & FAMILY WELFARE  
National AIDS Control Organization**

**Through  
RITES Ltd.,  
RITES Bhawan-II, 4<sup>th</sup> Floor, Plot No.144, Sector 44  
Gurgaon - 122003, Haryana, India  
Fax: 91(124) 2571659/2571660  
Tel: 91(124) 2728-409/410/422**

**NATIONAL COMPETITIVE BIDDING  
FOR**

***PROCUREMENT OF LABORATORY EQUIPMENTS***

***Table top laboratory centrifuge, Vortex mixer with digital display, Pipettes -Single channel (20-200µl) & Pipettes Single channel (100-1000µl), Biological safety cabinets (BSCs) Class II Type A2, Deep freezer -20°C along with voltage stabilizer, Deep freezer -80°C along with voltage stabilizer, Refrigerator (230±10 Liters)***

**NAME OF THE PROJECT: - *National AIDS Control Programme (NACP-IV)***

**BID REFERENCE: - RITES/MSM/NACP/06/2018**

Published Date	<b>17.10.2018</b>
Bid Document Download / Sale Start Date	<b>17.10.2018</b>
Pre Bid Meeting	<b>25.10.2018 from 1430 Hr (IST)</b>
Pre-bid Query Receipt Start Time & Date	<b>19.10.2018</b>
Pre-bid Query Receipt End Time & Date	<b>29.10.2018</b>
Bid submission Start Date & Time	<b>26.10.2018 from 1400 Hr (IST)</b>
Bid submission End Date & Time	<b>12.11.2018 up to 1415 Hrs. (IST)</b>
Bid Opening Date & Time	<b>13.11.2018 at 1430 Hrs. (IST)</b>
<b>PLACE OF OPENING OF BIDS:</b>	<b>RITES Ltd., MSM Division, RITES Bhawan-II, 4<sup>th</sup> Floor, Plot No.144, Sector 44, Gurgaon- 122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/422</b>
<b>ADDRESS FOR COMMUNICATION:</b>	<b>RITES Ltd., MSM Division, RITES Bhawan-II, 4<sup>th</sup> Floor, Plot No.144, Sector 44, Gurgaon- 122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/422</b>

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# Invitation for Bids (IFB)

**Country** : India

**Name of Project** : National AIDS Control Programme (NACP-IV)

**Name of Goods** : **Procurement Of Laboratory Equipments** :-Table top laboratory centrifuge, Vortex mixer with digital display, Pipettes -Single channel (20-200µl) & Pipettes Single channel (100-1000µl), Biological safety cabinets (BSCs) Class II Type A2, Deep freezer -20°C along with voltage stabilizer, Deep freezer -80°C along with voltage stabilizer, Refrigerator (230±10 Liters).

**IFB No** : RITES/MSM/NACP/06/2018

1. National AIDS Control Organization, Ministry of Health & Family Welfare, Govt. of India intends to utilize domestic budget for eligible payments under the contracts for **Procurement of Laboratory Equipments- Table top laboratory centrifuge, Vortex mixer with digital display, Pipettes -Single channel (20-200µl) & Pipettes Single channel (100-1000µl), Biological safety cabinets (BSCs) Class II Type A2, Deep freezer -20°C along with voltage stabilizer, Deep freezer -80°C along with voltage stabilizer, Refrigerator (230±10 Liters)** against Schedule 1 to 8 respectively for which this invitation for bid is issued under National AIDS Control Programme (NACP-IV).
2. **Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India, 6<sup>th</sup> & 9<sup>th</sup> Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon** who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi) now invites bids through E-Tendering system from eligible bidders for the supply of *Table top laboratory centrifuge, Vortex mixer with digital display, Pipettes -Single channel (20-200µl) & Pipettes Single channel (100-1000µl), Biological safety cabinets (BSCs) Class II Type A2, Deep freezer -20°C along with voltage stabilizer, Deep freezer -80°C along with voltage stabilizer, Refrigerator (230±10 Liters)* for the quantity as per Schedule of Requirement to the consignees located at various states all over India.
3. Bidding will be conducted through the National Competitive Bidding procedures as per the requirements, under GFR 2017 of Ministry of Finance, GOI, as applicable.
4. Detailed tender document may be downloaded from Central Public Procurement (CPP) portal (<https://etenders.gov.in/eprocure/app>) prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>, using a valid Digital Signature Certificate (DSC) and valid email address. The bidders will be required to submit their bids online on the e-Procurement Module. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer.

5. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on **25.10.2018** at 1430 hrs (IST) at the address mentioned below in S. No. 6. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders.
  
6. Dead line for submission of bid: 1415 hrs (IST) on **12.11.2018**. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –IV: Schedule of Requirement. In case bidder has any problem in uploading the scanned copies of instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at RITES Office address before opening of bid. The Bid Security shall be deposited in “ORIGINAL” in a sealed envelope within a week from the date of opening to the address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below at 1430 hrs (IST) on **13.11.2018**.

**Group General Manager/MSM  
RITES Ltd.,  
MSM Division, RITES Bhawan-II,  
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# **PART 1. Bidding Procedures**





# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 **Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India, 6<sup>th</sup> & 9<sup>th</sup> Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon** who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section IV, Schedule of Requirements. Identification number of contract is **RITES/MSM/NACP/06/2018**
- 1.2 Throughout these bidding documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, email and facsimile transmission, and “day” means calendar day. Singular also means plural
- 2. Source of Funds**
- 2.1 The Government of India.
- 3. Fraud and Corruption**
- 3.1 It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser :
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
  - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.
- 3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 20.4 and 35.1 (a) (iv) of the General Conditions of Contract.
- 3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the purchaser will cancel the Contract for Goods or works if it at any time determines that corrupt or fraudulent or collusive or coercive practices were engaged during the procurement or the execution of the Contract.
- 3.4 Any debarment/blacklisting by MOH&FW, GOI, or any other Central Govt. Department or State Government which is still effective on the date of opening of bid will make the bidder ineligible to participate in that bidding process. A debarment/blacklisting by other agencies will not be considered.

The bidder and the manufacturer whose product is offered by the bidder will submit an undertaking to above effect.

If it is found after issue of contract that the supplier has concealed the information of debarment/blacklisting as mentioned above then the contract is liable to be terminated and suitable action will be taken as per the terms of the contract.

#### **4. Eligible Bidders**

- 4.1 Except as provided in ITB Sub-Clauses 4.2 this bidding process is open to all Indian bidders. Non manufacturer bidders will have to submit Manufacturer's Authorization Form 4 in Section III.
- 4.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 3.1(b) shall be ineligible to bid for the contract during the period of time determined by the Purchaser.

#### **5. Eligible Goods and Related Services**

- 5.1 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance

## B. Contents of Bidding Documents

### 6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Evaluation and Qualification Criteria
- Section III. Bidding Forms

#### **PART 2 Supply Requirements**

- Section IV. Schedule of Requirements

#### **PART 3 Contract**

- Section V. General Conditions of Contract (GCC)
- Section VI. Contract Forms

The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 6.1 above, said Bidding Documents will take precedence.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### 6.2 Accessing of Bid Document

- a) To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>
- b) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

### 6.3 REGISTRATION on CPPP

- a) Bidders are required to enrol on the e-Procurement module

of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.

- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

#### **6.4 SEARCHING FOR TENDER DOCUMENTS**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.

- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

## 6.5 ASSISTANCE TO BIDDERS

- a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: [support-eproc@nic.in](mailto:support-eproc@nic.in)
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>
- d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 11 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

## 7. Clarification of Bidding Documents

7.1 A prospective Tenderer requiring any clarification on the Bid Document may notify online as well as on official email as mentioned below . Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such questions raised and clarifications furnished will be uploaded in <https://etenders.gov.in/eprocure/app> without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded on RITES website.

For the purpose of obtaining clarification the Purchaser's address is :-

**Group General Manager/MSM**  
 RITES Ltd., (Procurement Agent)  
 MSM Division, RITES Office Complex, Annex Building,  
 4th Floor, Plot No.144, Sector 44,  
 Gurgaon-122003 (Haryana), India  
 Fax: 91(124)2571659/2571660  
 Tel: 91(124) 2728-409/410/422  
 Email: rites\_naco@rediffmail.com

7.2 **Pre Bid Meeting:** - The bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below: -

**Date: 25.10.2018**

**Time: 1430 hrs (IST)**

**Venue:**

**MSM Division,**

**RITES Ltd., RITES Bhawan-II,**

**4th Floor, Plot No. 144, Sector 44,**

**Gurgaon – 122003, Haryana, India**

Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder.

**8. Amendment of Bidding Documents**

8.1 Before the deadline for submission of tenders, the Bid Document may be modified by Purchaser by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.

8.2 Addendum/corrigendum, if any, will be hosted on website <https://etenders.gov.in/eprocure/app> & on RITES website and shall become a part of the Bid Document. All Bidders are advised to see the website for addendum/ corrigendum to the Bid Document which may be uploaded prior to the deadline for submission of Tender as finally stipulated..

8.3 To give prospective Bidders reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by Purchaser. All tenderers are advised to see the website for extension of deadline for submission of tenders.

8.4 Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://etenders.gov.in/eprocure.app> shall not tamper/modify the tender form including downloaded Price Bid Template in any



manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with RITES Ltd.

### **C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section III;
  - (b) 'Integrity Pact' in accordance with ITB Clause 48.
  - (c) original form of bid security in accordance with the provisions of ITB Sub-Clause 21.3 (Bid Security);
  - (d) written power of attorney authorizing the signatory of the bid to commit the Bidder;
  - (e) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 19 that the Bidder/Manufacturer is qualified to perform the Contract if its bid is accepted.
  - (f) Manufacturer's authorization Form 4, Section –III for bidder
- 12. Bid Submission Form and Price Schedules** 12.1 The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, and unit prices. (All details of the price components like taxes, duties etc. may also be indicated)
- 13. One Bid** 13.1 A firm shall submit only one bid either individually or as a partner of a joint venture A firm that submits either individually or, as a

**per Bidder**

member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified. Alternate bids will not be considered.

**14. Bid Prices**

The Bidder shall indicate on the Price Schedule, the unit price of each item, it proposes to supply under the Contract.

14.1 The bidder shall quote the prices on DDP Consignee Destination basis to all consignees inclusive of cost of freight, insurance, incidental services, warranty, spares etc. The list of probable consignees is attached in schedule of requirement. However the list of consignees is the tentative list. The purchaser reserves the right to change any consignee at the time of placement of order.

14.2 The rate quoted should be both in words and figures. Amendment to the bid before the deadline for submission of tenders shall be dealt as per ITB Clause 8.1.

14.3 The rate and quantum of Custom Duty (if any), GST and quantum of GST where legally leviable and intended to be claimed extra should be shown distinctly as percentage along with the price quoted, separately. Where this is not done, no claim for GST and or Custom Duty will be admitted at any later stage on any ground.

14.4 (a) **Indigenous goods:-** Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including Custom Duty and GST already paid or payable: on the components and raw material used in producing or manufacturing the Goods quoted ex works or ex factory; but not including GST on finished Goods.

(ii) the rate and quantum of Custom Duty (if any) and GST that will be payable on the finished Goods if the Contract is awarded.

(iii) the price for inland transportation and other local costs incidental to delivery of the Goods to their final destination. The final destination is specified in Schedule of Requirements (Section IV)

(b) **Imported goods: -** Offers for Imported origin goods shall clearly indicate firm, "All inclusive lump sum price" calculated in equivalent Indian Rupees as CIF (Indian Port),

custom charges and other charges including inland transportation etc. The all inclusive lump sum price shall take care of impact of foreign exchange rate fluctuations etc., and accordingly arrive at the all inclusive lump sum price in equivalent Indian Rupees and this shall be the ceiling amount payable.

The terms EXW, CIF etc., shall be governed by the rules prescribed in the current edition of *Incoterms 2010* published by the International Chamber of Commerce.

14.5 The prices quoted by the bidder should be on firm and fixed basis during the performance of the contract. A bid submitted with adjustable price quotation will be treated as non responsive and will be rejected pursuant to ITB clause 26.

14.6 The bidder's separation of price components in accordance with clause above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

14.7 The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty and GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the currency of the contract.

14.8 Statutory variation in Custom Duty and GST on finished product within the delivery period will be on purchaser's account.

**15. Currencies of Bid** Prices shall be quoted in Indian Rupees only.

**16. Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section III, Bidding Forms.

**17. Documents Establishing the Eligibility of the Goods and Related Services** 17.1 To establish the eligibility accordance with ITB Clause 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section III, Bidding Forms.

**18. Documents Establishing** 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid

- the Eligibility of the Goods and Related Services**
- the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country. **Authorization obtained from dealers/distributor is not acceptable and such bid will be considered non-responsive.**
- (b) that the Bidder meets each of the qualification criterion specified in Section II, Evaluation and Qualification Criteria.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period of **150 days** after the date of bid submission specified in ITB Clause 24 i.e. up to **12.04.2019**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses

shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security.

## 21. Bid Security

21.1 The Bidder shall furnish, as part of its bid, a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –IV: Schedule of Requirement. The Bid Security shall be deposited in “ORIGINAL” in a sealed envelope within a week from the date of opening to :

**Group General Manager/MSM  
RITES Ltd., MSM Division,  
RITES Bhawan-II, 4th Floor,  
Plot No. 144, Sector 44,  
Gurgaon – 122003, Haryana, India**

If the bidder is submitting bid for more than one schedule, the amount of the bid security shall be the sum of bid securities required for the respective schedules. The bidder has the option to submit individual bid security instrument for different schedules.

If the amount of bid security furnished is less than the required for total quoted schedules by the bidders, and then Bid security will be considered valid only for the quoted schedules (in serial order of the Schedule of Requirement). The later schedule(s) for which Bid security fall short, will be treated as non-responsive.

In case the bidder fails to submit original bid security within a week of bid opening, the bids would be treated as unresponsive, **the bid shall be rejected and the bidder shall be debarred from tendering in RITES Ltd. for a period of 02 (two) years, unless the lapse is condoned by the Accepting Authority at the request of the bidder for valid reasons.** The envelope should bear the tender details (tender no., tender name etc.).

21.2 The bid security shall remain valid for a period of **45 days** beyond the validity period for the bid i.e. up to **27.05.2019**, and beyond any extension subsequently requested under Sub-clause 20.2.

21.3 The bid security shall be denominated in Indian Rupees, and shall be, at the Bidder’s option, in one of the following forms:

- (a) a crossed demand draft or a pay order drawn in favour of the the “RITES Ltd.” Payable at Gurgaon;
- (b) a (bank) guarantee issued by a nationalized/scheduled

bank in India, in favour of the “RITES Ltd.”. The format of the (bank) guarantee shall be in accordance with the form of bid security included in Section III.

- 21.4 The bidders are required to upload the scanned copies of the instruments for payment of Bid Security in an acceptable form. In case bidder has any problem in uploading the scanned copies of instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at RITES Office address before opening of bid.
- 21.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible.
- 21.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security
- 21.7 The bid security may be forfeited
- (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 20.2; or
  - (b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 31; or
  - (c) in the case of a successful bidder, if the Bidder fails within the specified time limit to:
    - (i) sign the contract, or
    - (ii) furnish the required performance security, or
    - (iii) In case of any false, incorrect or misleading information provided in the bid.
- 21.8 The bidders who are Micro and Small Enterprises (MSEs) registered with District Industries Centre (DIC) or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME under the Public Procurement Policy irrespective of relevance of product category and capacity of the MSE for the items to be procured under this IFB are exempted from submission of bid security (EMD).(ITB Clause 36.6)

**22. Preparation of Bids**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**D. Submission and Opening of Bids****23. Submission of Bids**

- a. Bid can be submitted only during validity of registration of bidder with CPPP E- Procurement Portal.
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidder has to select the payment option as “offline” to pay the cost of tender document and EMD as applicable and enter details of the instruments.
- e. Bidder should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in Clause 21 hereinafter. The original should be posted/couriered/given in person to the concerned official, so as to reach him within a week from the date of opening. The details of the DD/any other accepted instrument, physically sent, should

tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise the uploaded bid will be rejected.

- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.



**Note :-**

- (a) Bidders must ensure that all the pages of the documents must be signed & stamped by authorised signatory and serially numbered.
- (b) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (c) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted "ONLINE". No hard copy of the documents (except those specifically asked for in the Bid Document) are required to be submitted.
- (d) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.
- (e) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.
- (f) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- (g) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender.

**24. Deadline  
for Submission  
of Bids**

- 24.1 Deadline for Submission of Bids: 14:15 Hrs. on **12.11.2018**.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**25. Late Bids** Deleted

**26. Withdrawa** 26.1 The Bidders shall submit offers which comply strictly with the

**I, Substitution,  
and  
Modification of  
Bids**

requirements of the Bid Document as amended from time to time as indicated in Clause 8 above. Alternatives or any modifications by the tenderer shall render the Tender invalid.

- 26.2 The bidder can modify, substitute, re-submit or withdraw its e-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of Bid Security.
- 26.3 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by RITES, shall be disregarded.
- 26.4 For modification of e-bid, bidder has to detach its old bid from e-procurement portal and upload / re-submit digitally signed modified bid.
- 26.5 For withdrawal of bid, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-bid.
- 26.6 After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.
- 26.7 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.
- 26.8 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.
- 26.9 The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

**27. Bid  
Opening**

27.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at **1430 hrs** (Indian Standard Time) on **13.11.2018** at the following address:

**rites** Ltd., MSM Division,  
rites Bhawan-II, 4th Floor,  
Plot No. 144, Sector 44,  
Gurgaon – 122003, Haryana, India

“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and Location on the next working day.”

27.2 Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at <https://etenders.gov.in/eprocure/app> CPP portal

27.3 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the Bid Document.

27.4 It will be the bidder's responsibility to check the status of their Bid online regularly after the opening of bid till award of work. Additionally, information shall also be sent by e-mail to bidder regarding deficiencies in the documents, if any and also request for clarification from the bidder. A system generated SMS alert may also be sent to the bidder. No separate communication will be sent in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time.

27.5 The bids will be evaluated for qualifying criteria as mentioned in bid document hereinbefore. RITES shall not be responsible for any postal delay in receipt of all original documents including the Bid Security. In case of non-receipt of the document in original within the aforesaid period, the bid will be treated as non-responsive.

## **E. Evaluation and Comparison of Bids**

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.
- 29.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Responsiveness of Bids**
- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.3 Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**32. Preliminary Examination of Bids**

32.1 Prior to the detailed evaluation, pursuant to ITB Clause 30, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way any terms and condition that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations:

- Bid Validity (ITB Clause 20)
- Bid Security (ITB Clause 21);
- Validity of Bid Security ( ITB Clause 21.2 )
- Performance Security (GCC Clause 18);
- Delivery Terms (GCC Clause 13 & Schedule of Requirements)
- Warranty (GCC Clause 28);
- Payment terms (GCC Clause 16)
- Force Majeure (GCC Clause 32);
- Limitation of liability (GCC Clause 30)
- Changes in Laws & Regulations (GCC Clause 31);
- Taxes and Duties (GCC Clause 17);
- Technical Specification (As per Section IV)
- Delivery Period (Schedule of Requirements)

Above list is not exhaustive.

32.2 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**33. Examination of Terms and Conditions;**

33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.

- Technical Evaluation**
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section IV, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.
- 34. Conversion to Single Currency**
- 34.1 Not applicable
- 35. Domestic Preference**
- Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017PP-BE-II dated 28.05.2018; the purchaser reserves the right to give preference to the local supplier. This order will be considered for evaluation and ranking of bids. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 28.05.2018:
- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 36. Evaluation of Bids**
- 36.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 32.
- The Purchaser reserves the right to give the price preference to MSMEs Firms, local supplier while evaluating, comparing and ranking the responsive tenders.
- 36.2 The Purchaser's evaluation of a bid will take into account the total unit cost of the item at the consignee's destination inclusive of all duties, taxes and other charges.
- 36.3 The contract shall be awarded only to the bidder who are substantially responsive, offer competitive rates, and meet the

qualification requirement stipulated in the bidding documents.

36.4 Bidder may bid for one or more schedules. Bids will be evaluated for each schedule separately and the contract will comprise the schedule(s) awarded to the successful bidder. Bidders must quote for the entire quantity of each schedule. Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.

36.5 Deviations in the delivery schedule and Payment schedule are not permitted.

36.6 In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1<sup>st</sup> April 2012.

In accordance to the above notification the participating Micro and Small Enterprises (MSEs) in a Bid, quoting price within the band of L1+15% would be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total Bid value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Bid process or meet the Bid requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

The MSEs participating in the bid shall enclose with their Bid a copy of Udyog Aadhar Memorandum along with their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Coir Board or NSIC or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which they will not be entitled for any benefit due to MSE

**37. Comparison of Bids**

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

**38. Post Qualification**

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the



- of the Bidder** Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. No reason for such action of Purchaser shall be given.

## **F. Award of Contract**

- 40. Award Criteria** 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Purchaser's Right to Vary Quantities at Time of Award** 41.1 The purchaser reserves the right to increase or decrease the quantity of goods by **25%** during the currency of contract. without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 42. Notification of Award** 42.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by email, registered letter or by fax, to be subsequently confirmed in writing by registered letter, that its bid has been accepted for award of contract. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

- 43. Signing of Contract**
- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the General Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 44. Performance Security**
- 44.1 Within twenty eight days (28) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, using the performance security form provided in the bidding documents, or any another form acceptable to the purchaser..
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 45. Clarification on Duties & Taxes**
- 45.1 **GST(Goods & Service Tax)**
- 45.1.1 The price quoted should be-EXW excluding GST or CIF (port of landing in case of imports) and the rate of GST and quantum of GST should be shown separately & distinctly. In the absence of any such stipulation it will be presumed that the price includes GST and no claim for the same will be entertained. In case of stipulation like GST extra as applicable, the quoted prices will be loaded with the maximum quantum of GST which is normally applicable on the item in question for the purpose of comparing the prices with other bidders.
- 45.1.2 Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all relief's, exemptions, rebates, concessions etc if any obtained by the supplier. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.
- 45.1.3 The purchaser shall not be liable for any claim on account of

fresh imposition and/ or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

45.1.4 The bidder should indicate GST registration number in their offer.

#### **45.2 CUSTOM DUTY**

45.2.1 In respect of imported stores offered, the bidder shall specify the rate as well as the total amount of custom duty payable, on the quoted goods in the price schedule. The bidder shall also indicate the corresponding Indian Custom Tariff Number applicable for the goods in question.

45.2.2 Any variation in custom duty of the finished goods during the currency of the contract will be reimbursed to the bidder/refunded by the bidder. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.

#### **45.3 ANY OTHER LOCAL TAXES**

Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST & applicable Custom Duty.

#### **46. Purchase preference**

46.1 The Purchaser reserves the right to give purchase preference to the Micro and Small Scale Enterprises and local suppliers as per the policies of Govt. of India in vogue, for which bidder should produce valid copy of Udyog Aadhar Memorandum as required along with its registration as Micro or Small Scale Enterprise for MSME enterprise and certification as per clause 35 for make in India preference..

#### **47. Registration of Imported goods**

47.1 Bidder intending to supply the imported goods must ensure that the goods and the manufacturing facilities of the manufacturer are registered with the relevant authorities in India, as for relevant laws of the country on the date of bid opening. Bidders are required to furnish a copy of the aforesaid registration along with their bid.

#### **48. Integrity Pact**

48(i) The Bidder/Supplier is required to enter into an Integrity Pact with the Purchaser, in the Format at Sample Forms Section VI. The Integrity Pact enclosed as Form No.6 will be signed by RITES for and on behalf of Purchaser as its Agent/Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder/Lead Member of J.V .

- 48(ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Name and Address of the Independent External Monitor (In case value of contract is Rs.10 crores or more): Shri B. S. Minhas, A-29, Bhairon Marg, Hanuman Nagar, Jaipur-302021

Name, designation and address of RITES' Liaison Officer (in case value of contract is less than Rs. 10 crores): Shri Y.K.Sharma, GM/CP.

**49. Authority To Sign**

49.1

- a) If the applicant is an individual, he should sign above his full type written name and current address.
- b) If the applicant is a proprietary firm, the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- c) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their full type written names and current addresses. Alternatively the Documents should be signed by the person holding Power of Attorney for the firm in the **Form 7 of Section III.**
- d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the **Form 7 of Section III.**

## **Section II. Evaluation and Qualification Criteria**

### **Contents**

1. Evaluation Criteria (ITB 36)
2. Post qualification Requirements (ITB 38.2)

### 1. Evaluation Criteria (ITB 36)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms)

**No deviation in the Delivery schedule is permitted**

- (b) Deviation in payment schedule.

**No deviation in the Payment schedule is permitted**

- (c) Cost of major replacement components, mandatory spare parts, and service.

**Deleted.**

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid: **Yes.**

- (e) Projected operating and maintenance costs.

**Deleted.**

- (f) Performance and productivity of the equipment

**Deleted.**

### 2. Post Qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified.

#### a) Manufacturer Bidders

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- 1 is incorporated in the country of manufacture of the Goods; The firm should submit Certificate of incorporation/ partnership deed/ Proprietary Firm declaration.
- 2 Has been licensed by the regulatory authority in the country of manufacture to supply the Goods/items covered by the IFB. A copy of its manufacturing license, a statement of installed manufacturing capacity & list of Goods/items being manufactured by the bidder with product registration/ license number and date should be submitted.
- 3 **For all regulated products, the bidder should have at least two (2) years of manufacturing and marketing experience of the particular items quoted as a manufacturer.**

In support of this, data on past performance should be submitted as per Form 5 in Section III;

*Experience of manufacturing and marketing an item quoted of any model shall be considered as having experience of manufacturing and marketing item quoted.*

- 4 that it has successfully completed **at least one (1) contract for similar goods** within the period of **last five years** (preceding two months before the date of bid opening) for supply of goods. Minimum value of completed contract for each schedule should be as per table below that include comparable products (similar equipment meeting major specification parameters). Bidder shall submit list of major supply contracts conducted within the last five years as per form 5 (Proforma for Performance Statement) in Section III.

**Table 1**

<b>Schedule No.</b>	<b>Minimum Value of Completed Contract (In million Indian Rupees or Equivalent)</b>
1	1.00
2	1.00
3	1.00
4	1.00
5	6.00
6	3.00
7	5.00
8	1.00

Note: The cumulative criteria will not be applicable for one successfully completed contract within the last five years (5) that mean if a firm has completed one contract of value more than Rs. x Million then it will qualify for all schedules whose value less than Rs. x Million.

- 5 The bidder must have supplied and provided after-sales services satisfactorily of similar equipment for at least **50 %** of the quantity indicated against the schedule under “Section – IV: Schedule of Requirements” **during any one of the last five calendar years**, viz. 2013-2017. If the bidder quotes for more than one schedule the above criteria will be cumulative. A copy of the achieved annual production rate certified by Chartered Accountant should be submitted
- 6 The bidders who are manufacturers should have generated **annual sales turnover of the value of atleast equal to as specified in table below, in any one of the last three financial years** to qualify for the particular schedule. The bidder shall submit reports on his financial standing such as profit and loss statements, balance sheets and auditor’s report, banker’s certificate, etc duly certified by a CA or Statutory Auditor of the Company for the **last three financial years** from the date of opening of bid.

**Table 2**

<b>Schedule No.</b>	<b>Annual Turnover (In million Indian Rupees or Equivalent)</b>
1	2.00
2	1.00
3	1.00
4	1.00
5	24.00
6	9.00
7	20.00
8	2.00
<b>Total</b>	<b>60.00</b>

When offering their bid for more than one schedule, the bidder must provide evidence that it meets or exceeds the sum of all the individual requirements for the schedules being applied for in regard to

- (I) Actual annual production (sub-clause 6 above) and
- (II) Actual annual turnover (sub-clause 5 above).

**If the bidder quotes for more than one schedule, the above criteria [5 & 6] shall be cumulative. In case the bidder fails to fully meet any of these criteria, it will be qualified only for those schedules for which the manufacturer bidder meets the above requirements and combination of the schedules to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer shall be final and binding on the bidder.**

- 7 Should be ISO certified company on the date of bid opening.

#### **b) Non- Manufacturer Bidders**

- 1 In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer **who** meets the criteria above (all supporting documents/information as asked above for manufacturer shall be submitted with the bid)
- 2 The bidder has successfully completed **at least one similar contract** within the period of **last five (5) years** (preceding two months before the date of opening of bids) for supply of goods. . Minimum value of completed contract for each schedule should be **50%** of the value indicated in the **above Table-1** that include comparable products (similar equipment meeting major specification parameters). The bidder will also submit the list of major supply contracts completed within the last five years as per Form 5 in Section III.
- 3 The bidder, as authorized by the manufacturer, has supplied and provided after-sales services satisfactorily of similar equipment for **at least 25%** of the quantity indicated



against the schedule under “Section – IV: Schedule of Requirements” **in the last five calendar years**, viz. 2013-2017. If the bidder quotes for more than one schedule the above criteria will be cumulative. Certificate of having **achieved Annual production** rate of equivalent product for last three years by CA

- 4 That it has generated an annual turnover of **at least annual sales turnover of at least 50% of the value as indicated in the above Table 2, in any one of the last three financial years**, to qualify for a particular schedule. If the bidder quotes for more than one Schedule, the above criteria shall be cumulative. The turnover is to be supported by **audited financial statements of accounts** (including balance sheet, profit and loss account, auditor’s reports, and IT returns) for the **past three fiscal years duly certified by the auditor of the Company**.

**If the bidder quotes for more than one schedule, the above criteria (3 and 4) shall be cumulative. In case the bidder fails to fully meet any of these criteria, it will be qualified only for those schedules for which the non- manufacturer bidder meets the above requirements and combination of the schedules to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer shall be final and binding on the bidder.**

- 5 The manufacturer furnishes a legally enforceable authorization in the prescribed Form 4 in Section III assuring full guarantee / warranty obligations as per GCC for the goods offered. **Authorization obtained from dealers/distributor is not acceptable and such bid will be considered non-responsive.**

NOTE:

(a) In case any bidder is lowest evaluated & responsive in more than one schedule but fails to meet the cumulative requirement of turn over for those schedules, consideration of bid for specific schedule wherein he meets the requirement of the schedule, will be at the sole decision of the buyer.

(b) An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.

(c) Service centers should be available. The bidder should furnish a list of service centers along with complete addresses and contact numbers.

**c) For both, Manufacturer and Non-manufacturer bidder**

**Additional Qualification requirements:**

1. The bidder should clearly confirm that all the facilities exist in their factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
2. The bidder and the manufacturer whose product is offered by the bidder shall disclose instances of previous past performance of his and the manufacturer whose product is offered by the bidder, that may have resulted into adverse action, by any Office of

Central Govt. which is still effective on the date of opening of bid. Such debarment/blacklisting which is still effective on the date of opening of bid will make the bidder ineligible to participate in this bidding process. If no debarment/blacklisting has been done against the Bidder, the bidder must provide an undertaking that the bidder and the manufacturer whose product is offered by the bidder is not debarred/blacklisted by any office of the Central Govt. which is still effective on the date of opening of bid. The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the purchaser.

3. The bidder shall provide an undertaking that:
  - a. The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
  - b. The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
  - c. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of goods to be supplied under this contract, the lesser of the two prices viz. the unit prices in the contract and the ceiling prices as notified by Government of India, will be applicable for the supplies made after issue of the Notification by GOI.
  - d. If the supplier supplies the same goods in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.
4. The bidder shall submit copies of original documents defining the constitution or legal status, place of registration, and principal place of business; and a **written power of attorney** authorizing the signatory of the Bid to commit the Bidder;
- 6 The following details shall also be provided by
  - a. Name, address, PAN and Income Tax details (ward/circle where they are being assessed) of the Directors of the Bidding Company and Manufacturer.
  - b. Company's PAN and Income Tax details and ward/circle where it is being assessed,
  - c. Registration details of the company under GST.

- 7 The bidder shall submit a Declaration for Agreement with all terms and conditions of the bid document. In case of any deviations, the details of the same should be furnished.

**Additional Documents/Information to be submitted (not part of Qualification Requirements):**

- (a) The bidder must complete the check list attached in Section III Form 8 and submit it along with the Bid. It is essential that Bidders review carefully this Checklist and ensure that their Bid is complete and includes all required information.
- (b) The bidder should serially number all the documents of his bid, provide a summary table & sign/initial all the pages.
- (c) Details of two persons that Purchaser may contact for requests for clarification during bid evaluation:

Name		
Telephone No (direct)		
Email address		

- (d) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.
- (e) Bidder should furnish Authority to the Purchaser to seek references from the Bidder's bankers.
- (f) An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.
- h) Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.
- j) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

# Section III. Bidding Forms

## Table of Forms

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# 1. Bid Submission Form

Date: *[ insert: date of bid ]*

*[ Purchaser specify: "IFB No.: [ number ]" ]*

*[ insert: name of Goods ]*

To: *[ Purchaser insert: Name and address of Purchaser ]*

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. *[ insert numbers ]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents **for the sum as mentioned in e-price schedule** or such other sums as may be determined in accordance with the terms and conditions of the Contract.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 20.1 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
(if none, state "none")		

We confirm that we comply with the eligibility requirements as per ITB clause 4 of the bidding documents.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this *[ insert: number ]* day of *[ insert: month ]*, *[ insert: year ]*.

Signed:

In the capacity of *[ insert: title or position ]*

Duly authorized to sign this bid for and on behalf of *[ insert: name of Bidder ]*

## 2. Price Schedule

<b>Tender Inviting Authority: Ministry of Health &amp; Family Welfare, National Aids Control Organization, Government of India through RITES Ltd.</b>																
<b>Name of Work:</b>																
<b>Contract No:</b>																
<b>Name of the Bidder/ Bidding Firm / Company :</b>																
<b><u>PRICE SCHEDULE</u></b>																
<b>( RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</b>																
<b>(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>																
<b><u>Terms and Conditions</u></b>																
(a) In case of discrepancy between unit price and total amount, the unit price shall prevail.																
(b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.																
(c) We hereby declare that in quoting in our price, we have taken into account the entire credit on input taxes available under GST.																
Schedule No. (a)	Item Description (b)	Quantity (c)	Unit (d)	Per Unit Price (Ex-factory / Ex-warehouse / Ex-showroom Off-the-shelf) Excluding GST OR CIF price at port of landing (in case of imports) (in INR) (e)	Per Unit Custom Duty payable, if any (in %) (f)	Per Unit Custom Duty payable, if any (in INR) (g)=(e) x (f)	Per Unit Inland Transportation / Insurance / other incidental charges, if any (in INR) (h)	Total Unit Price (Excluding GST) (in INR) (i)=(e)+(g)+(h)	Per Unit GST (as applicable) (in %) (j)	Per Unit GST (as applicable) (in INR) (k)= (i) x (j)	Total Unit Price (Including GST) (in INR) (l)= (i)+(k)	Name of the Manufacturer (m)	Country of origin (n)	TOTAL AMOUNT Without GST (o) =(i) x (c)	TOTAL AMOUNT With GST (p)=(l) x (c)	TOTAL AMOUNT with GST ( In Words)
1								0.00		0	0.00					INR Zero Only
<b>Total in Figures</b>																INR Zero Only
<b>Quote d Rate in Words</b>		<b>INR Zero Only</b>														

### 3. Bid Security (Bank Guarantee)

Date: *[ insert: **date** ]*  
 IFB: *[ insert: **name and number of IFB** ]*

To: *[ insert: **name and address of Purchaser** ]*

WHEREAS *[ insert: **name of Bidder** ]* (hereinafter called "the Bidder") has submitted its bid dated *[ insert: **date of bid** ]* for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE *[ insert: **name of bank** ]* of *[ insert: **address of bank** ]* (hereinafter called "the Bank") are bound unto *[ insert: **name of Purchaser** ]* (hereinafter called "the Purchaser") in the sum of: *[ insert: **amount** ]*, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[ insert: **number** ]* day of *[ insert: **month** ]*, *[ insert: **year** ]*.

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder
  - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
  - (b) does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
  - (a) fails or refuses to sign the Contract Agreement when required; or
  - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.
  - (c) In case of any false, incorrect or misleading information provided in the bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including *[ insert: **the date that is 45 days after the period of bid validity** ]*, and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

in the capacity of: *[ insert: **title or other appropriate designation** ]*

Common Seal of the Bank

## 4. Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **ITB**.]*

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

IFB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB.

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

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

Title: *[insert title]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



### 5. Proforma for Performance Statement (for a period of last five years)

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Was the supply of pharmaceuticals/ Consumables satisfactory*
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder \_\_\_\_\_

Countersigned by seal of Chartered Accountant \_\_\_\_\_

\* The Bidder shall also furnish the following documents in connection with their past performance:

**For supplies within India & for Exports** following supporting evidence are required:

- i. Affidavit confirming that the performance statement given is correct
- ii. Copy of Purchase Orders/Invoices/Proof of payment from Purchasers
- iii. Documentary evidence (Client’s certificate) in support of satisfactory completion of contract

## 6. Proforma for Other Details of Bidder, Manufacturer and its Bank

1. Name & full address of the Manufacturer:

- |    |                          |               |
|----|--------------------------|---------------|
| 2. | (a) Telephone & Fax No   | Office /Works |
|    | (b) Telex No.            | Office/Works  |
|    | (c) Telegraphic address: |               |
|    | (d) Email                |               |

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

- |    |                               |                      |
|----|-------------------------------|----------------------|
| 5. | (a) Telephone/Mobile & Fax No | Office/Factory/Works |
|    | (b) Telex No.                 | Office/Works         |
|    | (c) Telegraphic address:      |                      |
|    | (d) Email                     |                      |

6. Details of two Persons that RITES Ltd. may contact for requests for clarification during bid evaluation:

	1 <sup>st</sup>	2 <sup>nd</sup>
(i) Name:		
(ii) Tel number (direct):		
(iii) Mobile No.		
(iv) Email address		

7. Bank details from where the Bank Guarantee for Bid Security has been issued: We also authorised to take references from bank.

- (i) Name and address of the Bank:
- (ii) For a foreign bank, name of correspondent Bank in India:
- (iii) Name of the contact Person
- (iv) Phone number/Mobile
- (v) Fax Number
- (vi) Email address

**Signature and seal of the Bidder**

## 7. Format Form for Power of Attorney

### POWER OF ATTORNEY

**(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).**

We, M/s. \_\_\_\_\_ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work \_\_\_\_\_ (name of work), including signing and submission of application / proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with RITES or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with RITES and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(Add in the case of a Consortium/Joint Venture)

Our firm is a Member/Lead Member of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of \*All the partners of the firm, \* Authorized Signatory for the Company)

(\* Strike out whichever is not applicable)

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

n:

Witness 2:

Name:

Address:

Occupatio

Notes:

- In case the Firm / Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

## 8. CHECKLIST

**(All the pages of the bid should be Serial Numbered & signed/initialled)**

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
1	(a)	<b>Bid Security</b> for required amount	
	(b)	Bid Security in the form of	
	(i)	<i>Bank Guarantee as per format in Bidding document</i>	
	(ii)	<i>Draft issued by Nationalised bank</i>	
	(c)	Validity Date of Bid Security ( <b>Valid upto45-days beyond the bids validity) as specified in ITB Data Sheet clause21.2)</b>	
(d)	Amendment in Bid Security ( if any)		
2	<b>The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids.</b>		
3	(a)	<b>Bid Form</b> duly signed	
	(b)	<b>Power of Attorney</b> in favour of the signatory	
4	<b>Documents establishing post qualification Section II</b>		
4a	<b>Proof of Experience for Manufacturer</b>		
1	Certificate of incorporation		
2	<b>Proof of License:-</b> Has been licensed by the regulatory authority in the country of manufacture to supply the Goods/items covered by the IFB. A copy of its manufacturing license, a statement of installed manufacturing capacity & list of Goods/items being manufactured by the bidder with product registration/ license number and date should be submitted		
3	that the bidder should have at least two (2) years of manufacturing and marketing experience of the particular items as a manufacturer Indicate Serial No. in performance statement.		
4	that it has successfully completed at least one (1) contract for similar goods within the period of last five years (preceding two months before the date of bid opening) for supply of goods. Minimum value of completed contract for each schedule should be 25% that include comparable products e.g. machines.		
5	The bidder must have supplied and provided after-sales services satisfactorily of similar equipment for at least 50 % of the quantity indicated against the schedule under “Section – IV: Schedule of Requirements” during any one of the last five calendar years, viz. 2013-2017. Certificate of having <b>achieved Annual production</b> rate of equivalent product for last three years by CA		
6	The bidders who are manufacturers should have generated <b>annual sales turnover of equal to price quoted, in any one of the last three financial years</b> to qualify for the schedule. The bidder shall submit reports on his financial standing such as profit and loss statements, balance sheets and auditor’s report, banker’s certificate, etc duly certified by a CA or Statutory Auditor of the Company for the <b>last three financial years</b> from the date of opening of bid.		
7	ISO certificate valid on the date of bid opening		
8	Details of <b>onsite quality control laboratory facilities and services and range of test conducted.</b>		
9	<b>Statement of installed manufacturing capacity</b> certified by appropriate authority		
4b	<b>Proof of Experience for Non Manufacturer</b>		
1	The <b>manufacturer’s authorization</b> form in Form 4 of Section II		

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
2	The bidder has successfully completed at least one similar contract within the period of last five (5) years (preceding two months before the date of opening of bids) for supply of goods. . Minimum value of completed contract for each schedule should be 12.5 % that include comparable products e.g. machines. The bidder will also submit the list of major supply contracts completed within the last five years as per Form 5 in Section III.		
3	The bidder, as authorized by the manufacturer, has supplied and provided after-sales services satisfactorily of similar equipment for at least 25% of the quantity indicated against the schedule under “Section – IV: Schedule of Requirements” in the last five calendar years, viz. 2011-2016 and the goods should have been in successful operation for at least two years as on date of opening. Certificate of having achieved Annual production rate of equivalent product for last three years by CA		
4	that it has generated an annual turnover of at least annual sales turnover of 50% to price quoted, in any one of the last three financial years, to qualify for a particular schedule. If the bidder quotes for more than one Schedule, the above criteria shall be cumulative. The turnover is to be supported by audited financial statements of accounts (including balance sheet, profit and loss account, auditor’s reports, and IT returns) for the past three fiscal years duly certified by the auditor of the Company.		
5	The manufacturer furnishes a legally enforceable authorization in the prescribed Form 4 in Section III assuring full guarantee / warranty obligations as per GCC for the goods offered. Authorization obtained from dealers/distributor is not acceptable and such bid will be considered non-responsive.		
4c	<b>For both Manufacturer &amp; Non Manufacturer</b>		
1	<b>Undertaking</b> The bidder and the manufacturer whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is offered by the bidder, that may have resulted into debarment/blacklisting by MOH&FW, GOI, or any Central Govt. Department or State Government which is still effective on the date of opening of bid. Such debarment/blacklisting which is still effective on the date of opening of bid will make the bidder ineligible to participate in this bidding process. If no debarment/blacklisting has been done against the Bidder, the bidder must provide an undertaking that the bidder and the manufacturer whose product is offered by the bidder is not debarred/blacklisted by MOH&FW, GOI, or any Central Govt. Department or State Government which is still effective on the date of opening of bid. <b>The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the purchaser.</b>		
2	The bidder shall provide an <b>undertaking</b> that: The <b>proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law</b> following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
3	The firm <b>does not employ a government servant, who has been dismissed or removed on account of corruption.</b>		
5	<b>Check list of technical specification</b>		
6	The list of recommended spare parts		
7	List of Service centres along with complete addresses and contact numbers		
8	(a) <b>Agreement with all terms and condition of the bid document</b>		
	(b) If no, have you indicated deviations		
9	(a) <b>Mentioned Price in the appropriate Proforma</b>		
	(b) <b>Conditional or unconditional discount</b> mentioned in the bid (if any)		
10	Copies of original documents defining the constitution or <b>legal status, place of registration, and principal place of business; for both manufacturer &amp; non manufacturer</b>		
11	Proforma for other details of Bidder, Manufacturer and its Bank		
12	Performa for Integrity Pact		
13	The following details shall be provided by Indian Bidders:		
	a. Name, address, PAN, and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company.		
	b. Company's PAN and Income Tax details and ward/circle where it is being assessed,		
	c. Registration details of the company under GST and other laws as may be applicable and also duties and tax clearance certificate. <i>(if foreign bidder, only submit a certificate that the bidder is foreign bidder)</i>		
14	MSE bidders must submit relevant Registration certificate(s)		
	Are you a MSE owned by a SC/ST (If yes, please submit documents in support)		

# **PART 2. Supply Requirements**

# **Section IV. Schedule of Requirements**

## **Contents**

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## 1. Schedule of Requirements

Schedule No.	Product Name	Quantity	Bid security in Indian Rupees
1	Table top laboratory centrifuge	64	34,000
2	Vortex mixer with digital display	64	11,000
3	Pipettes Single channel (20-200µl)	64	1,000
4	Pipettes Single channel (100-1000µl)	64	1,000
5	Biological safety cabinets (BSCs):Bio safety cabinets class II Type A2	64	598,000
6	Deep freezer -20°C along with voltage stabilizer	64	218,000
7	Deep freezer -80°C along with voltage stabilizer	64	484,000
8	Refrigerator (230±10 Liters)	64	40,000
		<b>Total</b>	<b>1,387,000</b>

**Delivery Schedule** As indicated below:

To be delivered within 30days from date of issue of NOA

**Consignee wise Distribution & Consignee details: As per Annexure**

**Terms of Delivery:**

DDP Final Destination at the Consignee end (as per Schedule of Requirements).

## 2. List of Related Services and Completion Schedule

### i) Incidental Services

The supplier may be required to provide any or all of the following services, including additional services, if any,

The laminated chart (in duplicate) to be provided at each site having details of equipment, sr. no., date of supply / installation / validity of warranty / name and contract details of concerned maintenance engineer.

Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment.

Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods along with each equipment.

After sales service centre should be available at/near to the city of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. The service centre should have a functional helpline, which should be available. 24\*7\*365 days and in both English and Hindi Language. The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro locations and within 3 days for non-metro located instruments. Time mentioned above includes the travel time. All the after sales services and maintenances will be entertained by the supplier at his cost.

Warranty includes all preventive maintenance including testing & calibration as per technical/service/operational manual with labour and spares for the full period of warranty period as mentioned in the technical specifications.

Training wherever required as per technical specification will be provide on-site at no extra cost by the supplier of the Purchaser's personnel, at the Supplier's plant and/or, in assembly, startup, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of installation of Equipment.

The Bidder shall examine the existing site where the equipment is to be installed, in consultation with consignee concerned

## Consignee address and Consignee-wise Quantity distribution

### Schedule No 1 to 8

S No.	Lab Name	Quantity
1	RIMS Ongole,Andhra Pradesh	1
2	DH Eluru,Andhra Pradesh	1
3	Guntur Medical College, (GMC) Guntur	1
4	Siddhartha Medical college, Vijayawada	1
5	ACSR Govt Medical College , SPSR Nellore	1
6	RIMS ,Srikakulam	1
7	Sri Vankateswara Medical College, Tirupati	1
8	Andhra Medical College,Vishakhapatnam	1
9	RIMS ,Kadapa,	1
10	Govt. Medical College, Ananthapur	1
11	PMCH, Patna,Bihar	1
12	PGIMER,Chandigarh	1
13	JNM Med College, Raipur	1
14	IBHAS, New Delhi	1
15	All India Institute of Medical Science,Delhi	1
16	GMERS Medical College & Hospital, Sola, Ahmedabad	1
17	GMERS Medical College & Hospital, Gandhinagar	1
18	M. P. Shah Medical College & G. G. General Hospital, Jamnagar	1
19	New Civil Hospital Surat	1
20	PGIMS, Rohtak,Haryana	1
21	Indira Gandhi Medical College, Shimla	1
22	RAJENDRA INSTITUTE OF MEDICAL SCIENCES,Jharkhand	1
23	Vijayanagar Institute of medical sciences,Bellary	1
24	JSS Medical College, Mysore	1
25	NIMHANS, Bangalore,Karnataka	1
26	Bangalore Medical College, Bangalore	1
27	BLDE Medical college, Bijapur	1
28	Shimoga,Karnataka	1
29	JNMC , Belgaum	1
30	Govt. Medical college, Thrissur.	1
31	Mahatma Gandhi Memorial Medical College Indore	1
32	Shri Bhausahab Hire Govt.Med. College, Dhule	1
33	B.J. Medical College & Sasoon G H Pune	1
34	National AIDS Research Institute (NARI), Pune	1
35	Govt. Medical College, Nagpur	1
36	Govt. Medical College, Sangli	1
37	RCSM GMC, Kolhapur	1

S No.	Lab Name	Quantity
38	Nanded GMC,Maharashtra	1
39	SRTR Medical College, Ambejogai, Dist:-Beed	1
40	V.M. Medical College, Solapur	1
41	GMC, Latur	1
42	RIMS, Imphal	1
43	Grant Medical College & JJ Hospital,Mumbai	1
44	Seth GS Medical College & KEM Hospital, Mumbai	1
45	Kasturba,Mumbai	1
46	Govt. Medical College, Amritsar	1
47	SMS Medical College, Jaipur	1
48	Dr SN Med College, Jodhpur	1
49	RNT Medical College, Udaipur, Rajasthan	1
50	Govt. Mohan Kumarmangalam Medical College, Salem	1
51	Madurai medical college, Madurai.	1
52	K.A.P. Viswanathan Government Medical College, Trichy.	1
53	National Institute for Research in Tuberculosis (NIRT),Chennai	1
54	Christian Medical College (CMC) Vellore	1
55	Govt. Medical college, Coimbatore.	1
56	Tirunelveli Medical College, Tirunelveli	1
57	Niloufer,Telangana	1
58	Gandhi Medical College, Secunderabad	1
59	Osmania Medical College, Hyderabad	1
60	IMS BHU VARANASI,	1
61	LLRM Medical College, Meerut	1
62	CSMMU Lucknow	1
63	National Insitute of Cholera & Enteric Diseases (NICED), Kolkata	1
64	Burdwan Med College, Burdwan	1
	<b>Total</b>	<b>64</b>

## Consignee Addresses

State	Sr No.	Consignee	Name & contact details of facility In-charge	Complete Address with phone number	Person responsible for day to day communication	E-mail
Andhra Pradesh	1	RIMS Ongole, Andhra Pradesh	I. Dr. Venkateswarlu, HOD(Microbiology Department)	1. RIMS, Ongole email: raobellana@yahoo.com, Ph: 9849181675	Dr Y Rajini, 9866028339 ,Asst.Professor, Microbiology dept., microrimsongole@gmail.com	<a href="mailto:microrimsongole@gmail.com">microrimsongole@gmail.com</a> <a href="mailto:art_ongole06@yahoo.co.in">art_ongole06@yahoo.co.in</a>
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State	Sr No.	Consignee	Name & contact details of facility In-charge	Complete Address with phone number	Person responsible for day to day communication	E-mail
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Bihar	11	PMCH, Patna,Bihar	Dr. Vijay Kumar, Mobile No.- 9430035358 srl.bihar.pmc@gmail.com	Department of Microbiology, PMCH, Patna-800004,	Dr. Vijay Kumar	<a href="mailto:microPMC@yahoo.com">microPMC@yahoo.com</a> ; <a href="mailto:srl.bihar.pmc@gmail.com">srl.bihar.pmc@gmail.com</a>
Chandigarh (1)	12	PGIMER,Chandigarh	Dr. Sunil Arora , 91-9872866087, 91-7087008192, Off. - 0091-172-2755192	Dr. Sunil Arora, Professor of Immunopathology, Deptt. Of Immunopathology, Head Dept. of Translational & Regenerative Medicine, I/C HIV Testing and Disease Monitoring Laboratory PGIMER, Chandigarh-160012	Ms. Gurleen, Technical Officer, SRL , Cont No. 7528928989	<a href="mailto:skarorain@gmail.com">skarorain@gmail.com</a>
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State	Sr No.	Consignee	Name & contact details of facility In-charge	Complete Address with phone number	Person responsible for day to day communication	E-mail
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State	Sr No.	Consignee	Name & contact details of facility In-charge	Complete Address with phone number	Person responsible for day to day communication	E-mail
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State	Sr No.	Consignee	Name & contact details of facility In-charge	Complete Address with phone number	Person responsible for day to day communication	E-mail
	33	B.J. Medical College & Sasoon G H Pune	Dr. Smita Deshpande, (HOD& SRL In-charge,Department of Microbiology (9422011201)	State Reference Lab, Dept of Microbiology, BJMC,Sasoon Pune,4110001	Dr. Smita Deshpande, (HOD& SRL In-charge,Department of Microbiology (9422011201)	<a href="mailto:srltobjmpune@mahasacs.org">srltobjmpune@mahasacs.org</a> <a href="mailto:srlbjpune@gmail.com">: srlbjpune@gmail.com</a>
	34	National AIDS Research Institute (NARI), Pune	Dr Smita Kulkarni, Scientist F & Head, Virology (email:skulkarni@nariindia.org, Mobile: 9850084985)	National AIDS Research Institute, 73, G Block, MIDC, Bhosari, Pune-411026, India, Post Box No: 1895.	Mrs Madhuri Chandane, Technical Officer, Virology Dept, NARI, Pune. (email: madhuri.chandane@gmail.com, Mobile: 9665779742)	<a href="mailto:skulkarni@nariindia.org">skulkarni@nariindia.org</a>
	35	Govt. Medical College, Nagpur	Dr.Meena Bajpai(HOD& SRL In-charge,Department of Microbiology (9604327020)	Dept.Of Microbiology GMC,Nagpur-9604327020	Dr.Meena Bajpai Asso.Proffesor/Ic.CD4/SRL/ICT C/VL	<a href="mailto:srltonagpur@mahasacs.org">srltonagpur@mahasacs.org</a>
	36	Govt. Medical College, Sangli	Dr.Vanita Ashok Kulkarni	Department of Microbiology ,Government Medical College Pandharpur Road ,Miraj.Contact No-0233 2232090-95	Dr.Pankaj Joshi ,HOD& SRL In-charge,Department of Microbiology ,Contact No-9850879421	<a href="mailto:srltosangli@mahasacs.org">srltosangli@mahasacs.org</a>
	37	RCSM GMC, Kolhapur	Dr. Neeta Jangale , Professor & HOD of Microbiology State Reference Laboratory R.C.S.M.G.M.C,Shendapark, Kolhapur Maharashtra,PIN-416013 9762653172	RCSMGMC & CPRH,Somwar Peth,Dasara chowk,Kolhapur		<a href="mailto:hdmicrokop@yahoo.com">hdmicrokop@yahoo.com</a>
	38	Nanded GMC,Maharashtra	Dr.Mrs. V.S. Rathod. 9421869303 ( Asso. Professor Dept. of Microbiology Dr. SCGMC ,Nanded. )	130,First Floor, OPD Building, Dr. S.C.Govt.Medical College & Hospital Vishnupuri, Nanded.431606	Lab.Tech. Mr Satish Achole 9850597046	<a href="mailto:artgmcnanded@mahasacs.org">artgmcnanded@mahasacs.org</a>
	39	SRTR Medical College, Ambejogai, Dist:-Beed	Dr Arvind N Bagate, Asso. Prof. Dept of Pathology Cell No. 9970414124	S.R.T.R.G.M.C.Dept of Pathology, Medical Campus, Ambajogai Dist Beed 431517	Zahir Maniyar 9767562986	<a href="mailto:drarvindbagate@gmail.com">drarvindbagate@gmail.com</a>
	40	V.M. Medical College, Solapur	Dr. Ingole Sir (HOD& SRL In-charge,Department of Microbiology (9850267140)	Dept. of Microbiology,Dr.V.M.Govt. Medical College, opp.District court, Solapur 413002.		<a href="mailto:srltosolapur@mahasacs.org">srltosolapur@mahasacs.org</a>

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	41	GMC, Latur	Dr. Mangalkar Santosh .M. Asso. Professor & HOD [Contact No. 9272399390]	SRL, Dept. of Microbiology, Govt. Medical College, Latur - 413512.	Dr. Mangalkar S.M.[Contact No. 9272399390] Mr. Ingale S.S. [Tech. Officer - 9767771721]	srltolatur@mahasacs.org
Manipur (1)	42	RIMS, Imphal	DR. HEIGRUJAM REBACHANDRA SINGH, MOBILE NO.:9856031596 & E-MAIL: dr_rebachandra@yahoo.com /nrl.rims1@gmail.com	DR. HEIGRUJAM REBACHANDRA SINGH, PROFESSOR, DEPARTMENT OF MICROBIOLOGY, REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR, INDIA PIN-795004, MOBILE NO.:9856031596	MR. NONGMAITHEM AEDHA SINGH, TECHNICAL OFFICER, NRL, IMPHAL. E- MAIL: nrl.rims1@gmail.com, MOBILE NO.: 08258836084	<a href="mailto:dr_rebachandra@yahoo.com">dr_rebachandra@yahoo.com</a> ; <a href="mailto:nrl.rims1@gmail.com">nrl.rims1@gmail.com</a>
Mumbai (3)	43	Grant Medical College & JJ Hospital, Mumbai	Dr. Abhay Chaudhary, Prof. & Head & I/C ICTC, Dept. of Microbiology, Mob. 9821209050	Dept. of Microbiology, Near Skin and VD Dept., 2nd Floor, Ward No. 43, Byculla, Mumbai- 400008. Land line - 022-23742230	Dr. Shilpa Patil, Mob - 9321970777	shilpapatil0207@gmail.com
	44	Seth GS Medical College & KEM Hospital, Mumbai	Dr. Preeti Mehta, Prof & Head, Dept. of Microbiology, Mob. - 9820489004, Land line - 022-24107039	Dept. of Microbiology, 5th Floor, New Multistoried Building, Parel, Mumbai - 400012. Land line - 022 -24154417	Dr. Naina Ingole, Mob - 9821471788	nayanaingole@gmail.com
	45	Kasturba, Mumbai	Dr. Jayanthi Shastri, I/C Molecular Diagnostic Reference Laboratory, Mob - 9820549156	Kasturba Hospital, Molecular Diagnostics Reference Laboratory, Sane Guruji Marg, Mumbai- 400011 Land Line - 022-23001211	Dr. Sachee Agarwal, Mob - 9821131368	kasturba_hiv@yahoo.com
Punjab (1)	46	Govt. Medical College, Amritsar	Dr Pushpa Devi	Guru Nanak Dev Medical College and Hospital, Department of Microbiology, Majitha Raod, Amritsar, Pincode 143001, drpushpa_27@yahoo.com phone: 9814025356	Dr Pushpa Devi	drpushpa_27@yahoo.com

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Rajasthan (3)	47	SMS Medical College, Jaipur	Dr Nitya Vyas , HoD , Microbiology , Mob. No. 9414066401 , e mail- drnityavyas@hotmail.com	Near CD-4 Lab , Dept.of Microbiology , SMS Medical College , Jaipur email - ictcsmsjpr@gmail.com	Dr Babita Sharma , Mob No 9829813417, e mail- babitasharma13@yahoo.com	<a href="mailto:drnityavyas@hotmail.com">drnityavyas@hotmail.com</a>
	48	Dr SN Med College, Jodhpur	Dr P K Khartri , HoD , Microbiology Mob. No.09460481236 e-mail id- microsnm@gmail.com	Dept. of Microbiology , Dr S N Medical College , Jodhpur Ph- 0291-2751161 e-mail id- microsnm@gmail.com	Dr Archana Bora , Sr Demenstrator 8764343773	<a href="mailto:microsnmc@gmail.com">microsnmc@gmail.com</a>
	49	RNT Medical College, Udaipur, Rajasthan	Dr Anshu Sharma , HoD , Microbiology , Mob No.9414238909 , e-mail- drmicrorntmc14@gmail.com	Dept. of Microbiology , RNT Medical College , Udaipur Ph- 0294-2419403 e-mail - srl.raj.rntmc@gmail.com	Dr Shiv Kumar , Mob. No. 8947937841 e-mail - panwar.1985bindas@gmail.com	<a href="mailto:panwar.1985bindas@gmail.com">panwar.1985bindas@gmail.com</a>
Tamil Nadu (7)	50	Govt. Mohan Kumarmangalam Medical College, Salem	Dr.S.Rajesh,M.D.,	Dr.S.Rajesh,M.D., Professor & HOD of Microbiology, Laboratory Director - HIVTL, Room No. 130, Ground Floor, PMSSY Block Govt.M.K.Medical College Hospital, Salem - 636001 Mobile 9443321151		<a href="mailto:sengodan.rajesh1974@gmail.com">sengodan.rajesh1974@gmail.com</a> ; <a href="mailto:tosrlesalem@gmail.com">tosrlesalem@gmail.com</a>
	51	Madurai medical college, Madurai.	Dr. V. Dhanalakshmi.MD., Professor and Incharge Medical officer(HIV-TL),	Dr. V. Dhanalakshmi.MD., Professor and Incharge Medical officer(HIV-TL), Institute of Microbiology, Madurai Medical college, Panagal Road, Opposite Madurai Collectorate, Madurai-625020. Mobile: 9443685727		<a href="mailto:drvdhanalakshmi@gmail.com">drvdhanalakshmi@gmail.com</a> ; <a href="mailto:tosrlmadurai@gmail.com">tosrlmadurai@gmail.com</a>

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	52	K.A.P. Viswanathan Government Medical College, Trichy.	Dr.S.Dhanapaul - 9443142236	Dr.S.Dhanapaul,MD.,DMV., Professor & HOD Dept of Microbiology K.A.P. Viswanatham Govt Medical College, Tiruchy-620001 Tamil Nadu		sankaradhana@gmail.com; tosrltrichy@gmail.com
	53	National Institute for Research in Tuberculosis (NIRT),Chennai	Dr. Elizabeth Luke Hanna	Dr. Elizabeth Luke Hanna, Scientist 'E', National Institute for Research in Tuberculosis (NIRT), No.1, Mayor Sathyamoorthy Road, Chetpet, Chennai -600031 Tamil Nadu (Contact No: 09840644376)		<a href="mailto:hannatrc@yahoo.com">hannatrc@yahoo.com</a>
	54	Christian Medical College (CMC) Vellore	Dr.Rajesh Kannangai MD., PhD., Professor and Head	Dr.Rajesh Kannangai MD., PhD., Professor and Head Department of Clinical Virology In-Charge Retrovirus Laboratory (NRL) Christian Medical College Vellore-632004 Phone# 04162282070 Fax# 0416 2232035		<a href="mailto:rajeshkannangai@hotmail.com">rajeshkannangai@hotmail.com</a>
	55	Govt. Medical college, Coimbatore.	Dr. N. Mythily, MD., Professor and Head	Dr.N.Mythily, MD., Professor and HOD of Microbiology, Coimbatore Medical College, Coimbatore - 641014 Mob - 98947 22662		<a href="mailto:drnbs2005@gmail.com">drnbs2005@gmail.com</a> ; <a href="mailto:tosrlcoimbatore@gmail.com">tosrlcoimbatore@gmail.com</a>
	56	Tirunelveli Medical College, Tirunelveli	Dr. C. REVATHY Professor and HOD	Dr. C. REVATHY Professor and HOD Dept of Microbiology Tirunelveli Medical college Tirunelveli -11 98421 02459 ,9047864259		<a href="mailto:tosrltirunelveli@gmail.com">tosrltirunelveli@gmail.com</a>

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	58	Gandhi Medical College, Secunderabad	Dr. K. Nagamani, 9966533327	ART Centre, O.P.Block, 1st Floor, Room No.281-288, Gandhi Hospital, Secunderabad-500 003, Ph.040-64527214, artgandhi_04@rediffmail.com, gandhi.coe@gmail.com	T.Kalpana,LT,9676365070	<a href="mailto:artgandhi_04@rediffmail.com">artgandhi_04@rediffmail.com</a>
	59	Osmania Medical College, Hyderabad	Dr.P. Shashikala Reddy, 9849120000	Room no:404, Microbiology Department, Quliqu tubshah buidling, Osmania General Hospital, Afzualgundz,Hyderabad,500012, Ph.040-24651878, art_osm_hyd@yahoo.com	Dr.Jaya Prakash, Prof.&i/c of Microbiology dept.,9849659894	<a href="mailto:rt_osm_hyd@yahoo.com">rt_osm_hyd@yahoo.com</a>
Uttar Pradesh(4)	60	IMS BHU VARANASI,	Dr.Sampa Anupurva- 9425396353	Professor & Nodal Officer- SRL/ICTC, IMS BHU, Varanasi	Mr.Pushpendra Kumar,Technical officer,SRL-9838316157	<a href="mailto:artbhu@yahoo.co.in">artbhu@yahoo.co.in</a>
	61	LLRM Medical College, Meerut	Dr.Amit Garg , Mo.No. 9412802533	Professor & Head Department of Microbiology L.L.R.M.Medical College Meerut Mobile No.9412802533	Mr. Sujeet Kumar,Technical Officer, SRL-8630525912	<a href="mailto:Srl.up.llrm@gmail.com">Srl.up.llrm@gmail.com</a>
	62	CSMMU Lucknow	Dr. Vimala Venktesh,Mob.No,- 9335912340	Professor & Nodal Officer- SRL/ICTC,King George Medical University, Lucknow	Mr. Anuj Kumar,Technical Officer, SRL-9415433045	<a href="mailto:venkatesh_vimala@rediffmail.com">venkatesh_vimala@rediffmail.com</a>

State	Sr No.	Consignee	Name & contact details of facility In-charge	Complete Address with phone number	Person responsible for day to day communication	E-mail
West Bengal(3)	63	National Insitute of Cholera & Enteric Diseases (NICED), Kolkata,	Dr. Malay Kumar Saha, I/C Molecular HIV Lab, Scientist-F, Virology, NICED Kolkata. Ph : 09433081013	Dr. M. K. Saha, Room No. 307 (Molecular HIV Lab), NICED New Building, National Institute of Cholera and Enteric Diseases, P-33, CIT Road, Scheme - XM, Beliaghata, Kolkata-700 010. ID Hospital Campus, Kolkata, Mob: 09433081013, email ID: sahamk@yahoo.com,	Sohini Chatterjee, Technical Officer - Molecular HIV Lab (Early Infant Diagnosis & Viral Load Laboratory), NICED Kolkata Mob: 9830522198, email ID: sohini.titli@gmail.com, nicedviralload@gmail.com	nicedviralload@gmail.com sahamk@yahoo.com
	64	Burdwan Med College, Burdwan	Prof.(Dr.) Monalisa Majumdar, H.O.D and SRL In-Charge, Department of Microbiology, Burdwan Medical College, Purba Bardhaman, Phone number-8697685434, e-mail: sbmbsb@gmail.com	SRL, Department of Microbiology, Burdwan Medical College, Purba Bardhaman, Pin-713104, Contact number-9474991632, e-mail: srlbmc@rediffmail.com, srl.wb.mc@gmail.com	Rakesh Ghosh, Technical Officer, SRL, Burdwan Medical College, Purba Bardhaman, Contact number-9474991632, srlbmc@rediffmail.com, srl.wb.mc@gmail.com	sbmbsb@gmail.com; srlbmc@rediffmail.com; srl.wb.mc@gmail.com

### 3. Technical Specifications

#### Important notice:

Bidders are required to complete the following with “Yes”, “No” or specific information requested for the items being supplied. Answers such as “see specifications attached”, are unacceptable. Your bid may be considered non-compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the “Specification” columns of the comparative data tables below. Such changes might disqualify your bid.

#### Schedule no -1

#### Table top laboratory centrifuge Speed – 4000 RPM (min)

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1.	<b>Description of function and use:</b> Compact table top laboratory centrifuge	
2.	Speed Regulator: Maximum speed required at least 4000rpm with increment of at least 100 rpm	
3	With safety Lid Lock	
4	With Digital Speed Meter	
5	Timer for setting time between 0 to 60 min with increment of at least 5 min.	
6	<b>Rotor:</b> Angled head with capacity for at least 3-8ml blood tubes fit <ul style="list-style-type: none"> <li>• Adaptors Each with capacity of 6ml tube</li> <li>• Adaptors Each with capacity of 8ml tube</li> </ul>	
7	Facility for level adjustment and firm base to prevent walking and provide assured stability while equipment is in use	
8	<b>Electrical compatibility:</b> <ul style="list-style-type: none"> <li>• Must be compatible at 220V, 50/60Hz</li> <li>• Power plug should fit on Indian system of electrical supply</li> </ul>	
<b>9.</b>	<b>Other conditions</b>	
9.1	The supplier will provide 6 years warranty that will include comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs	
9.2	The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro locations and within 3 days for non-metro located instruments	
9.3	Purchaser reserves the right to subject the equipment for independent evaluation of performance	
9.4	The company will provide installation qualification, operational qualification and performance qualification with log book for maintenance of the equipment at no extra cost	
9.5	The company will be responsible for training of lab staff on operation of equipments.	
9.6	<b>Manuals:</b> Operation, maintenance & part list with detailed specifications must be provided in original	



## Schedule no -2

### Vortex Mixer

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1.	<b>Description of function and use:</b> Vortex Mixer with Digital Display	
2.	Adjustable to 100 to 3000 rpm	
3.	Continuous and intermittent ‘touch-control’ modes	
4.	Heavy cast-metal base and suction cup to assure stability, prevent “walking”	
5.	220-230 V AC, 50Hz	
6.	Digital Display: LED	
7.	<b>Other conditions</b>	
7.1	The supplier will provide 6 years warranty that will include Comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs	
7.2	The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro locations and within 3 days for non-metro located instruments	
7.3	Purchaser reserves the right to subject the equipment for independent evaluation of performance	
7.4	The company will provide installation qualification, operational qualification and performance qualification with log book for maintenance of the equipments at no extra cost	
7.5	The Company will be responsible for training of lab staff on operation of equipments	
7.6	<b>Manuals:</b> Operation, maintenance & part list with detailed specifications must be provided in original	

**Schedule no -3****Pipettes Single Channel (20-200 $\mu$ l)**

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1.	Single Channel with variable volume	
2.	Volume Range: 20-200 $\mu$ l	
3.	Dispensing Increment: 0.1 $\mu$ l	
4.	Volume adjustment facility	
5.	Ejector	
6.	Volume display	
7.	Compatible for universal tips available in India	
8.	Calibrated Pipette to be supplied along with calibration certificate	
9.	Fully Autoclavable	
<b>10.</b>	<b>Other conditions</b>	
10.1	<b>Manuals:</b> Operation and maintenance with detailed specifications must be provided in original	
10.2	The supplier will provide 2 years warranty that will include Comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs	

**Schedule no -4****Pipettes Single Channel (100-1000 $\mu$ l)**

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1.	Single Channel with variable volume	
2.	Volume Range: 100-1000 $\mu$ l	
3.	Dispensing Increment: 1 $\mu$ l	
4.	Volume adjustment facility	
5.	Ejector	
6.	Volume display	
7.	Compatible for universal tips available in India	
8.	Calibrated Pipette to be supplied along with calibration certificate	
9.	Fully Autoclavable	
<b>10.</b>	<b>Other conditions</b>	
10.1	<b>Manuals:</b> Operation and maintenance with detailed specifications must be provided in original	
10.2	The supplier will provide 2 years warranty that will include Comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs	

## Schedule no -5

### Biological safety cabinets (BSCs) Class II, Type A2

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in) “Comply”/ “Not comply”
1.	<b>Description of function and use:</b> The class II BSC is used in a Laboratory in ART Centre in conjunction with Real Time PCR Machine.	
2.	<b>Certification: It must be</b>	
2.1	The BSC must be:  1. NSF (National Sanitation Foundation)/ANSI 49 Certified 2. UL and CE certified  The certificate of the quoted model should be submitted (The bidder without this/these certificates will not be evaluated and considered rejected straightforward)	
3.	<b>Design and Dimensions</b>	
3.1	The external dimensions must be at least W x H x D (in mm) 1300mm x 1500mm x 800mm, but should not exceed W x H x D (in mm) 1600mm x 1575mm x 850mm	
3.2	The interior dimensions must be at least W x H x D (in mm) 1200mm x 750mm x 600mm, but should not exceed W x H x D (in mm) 1500mm x 800mm x 650mm	
3.3	The working height of front window must be at 8 to 10 inches and be made of laminated safety glass to ensure contaminant of potentially hazardous samples in the case of accidental glass breakage.	
3.4	The maximum height of front window opening must be between 500mm to 600mm.	
3.5	The front of the cabinet must be angled 10° deg to help minimize glare on the window to the user	
3.6	Must be provided with comfortable Armrest which should sit just above the intake grill to enable farther reach inside the cabinet without hampering safe airflows inside the cabinet working area.	
3.7	Must be one piece 304 stainless steel interior or better or equivalent	
3.8	Must have flat, single-piece stainless steel removable work tray preferably with seamless lift out knobs	
3.9	Must be having epoxy-coated steel exterior	
3.10	Must be with door – fully closing, clear ¼” tempered safety glass sash	
3.11	Must be supplied with Counter balanced adjustable (preferably electrical or manual if electrical not available) base stand of standard height for laboratory work	
3.12	Must be supplied with Combustible gas valve	
3.13	Must be supplied with Non-combustible gas valve	
4.	<b>Electrical Compatibility</b>	
4.1	Must be compatible at 220V, 50/60 Hz.	
4.2	Power plug should fit on Indian system of electricity supply	
4.3	An UPS and Voltage Stabilizer must be supplied with the instrument which can withstand a continuous and stable voltage of at least 30 minutes in case of electrical breakdown of main supply	
5.	<b>Filter Specifications</b>	
5.1	H14 HEPA EN 1822, 99.995% MPPS (Most Penetrating Particle Size) or better	
5.2	Must have supply and exhaust HEPA Filters	
5.3	Gauge for monitoring the condition of all HEPA filters as well as work space	
6.	<b>Air Circulation</b>	
6.1	Airflow is drawn into the front grill of the cabinet, providing personnel protection.	
6.2	Inflow face velocity (open front) of at least 100fpm.	
6.3	Down flow velocity of minimum 55 fpm (0.3 m/sec)	
6.4	Air flow pattern 70% recirculation of air to the cabinet work area through HEPA filter, 30% balance can be exhausted through HEPA filter into the canopy unit. Must	

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
	have supply and exhaust air through HEPA filters	
6.5	All the positive pressure contaminated plenums within the cabinet are surrounded by a negative air pressure plenum thus ensuring that any leakage from a contaminated plenum will be drawn into the cabinet and not released to the environment. Also the plenum to be under negative pressure to the room	
6.6	Motor for air circulation should be Dual DC & must automatically adjust the airflow speed (balancing inflow and down flow) without the use of a damper to ensure continuous safe working conditions.	
6.7	Cabinet must be capable of automatically handling 150% or more increase in pressure drop across the filter without reducing total air delivery >10%	
6.8	The cabinet must automatically reduce fan/ blower motor speed to 30% when the front window sash is in closed position to ensure reduced energy consumption when the cabinet is not in use	
6.9	Canopy (Thimble) unit for ducting exhaust connection to outside the room (exterior environment) meeting material and the technical specification as per the NSF 49 guidelines for the Bio safety cabinets Class II, Type A2 must be provided. All the material, labour technical manpower etc. required is to be provided by the installation agency. The site may be inspected if needed after taking permission from head of department microbiology of the institute.	
6.10	LED / LCD Display: <ul style="list-style-type: none"> <li>a) The microprocessor must display the inflow and down flow air velocities in real-time on a LED / LCD display</li> <li>b) Display showing hours of operation</li> <li>c) Visual and audible alarm for showing front window working position safety</li> <li>d) Visual and audible alarm for showing airflow safety</li> </ul>	
<b>7.</b>	<b>Ergonomics</b>	
7.1	Lighting power at least $\geq 1100lx$	
7.2	Smart ports: Two 3” plugged cable ports, one on each side wall	
7.3	Service valves up to 6 (three on each side wall)	
7.4	Receptacles of 220 V: two standard single receptacles located on rear wall, right and left sides	
7.5	Should include a germicidal UV lamp. This UV lamp must be programmable to allow for specific exposure times from 0 to 24 hours	
7.6	The cabinet noise level must be less than 65 dBA	
7.7	Cabinet must be installed at a working surface height of approximately 30 inch from ground with the adjustable channel stands which has adjustable legs and leg levelers. The legs should provide approximately 6 inch of height adjustment and the leg leveler should provide an additional 2.5 inch of height adjustment.	
7.8	Must be supplied with two adjustable saddle stools.	
7.8	One footrest must be provided	
<b>8.</b>	<b>Installation, onsite validation and certification</b> to be provided with testing as per “Field Certified in accordance with NSF/ANSI 49” and must meet the criteria as prescribed by NSF/ANSI 49 for Bio safety cabinets Class II, Type A2. The certificate of successful installation will only be given after departmental technical committee satisfy with the for performance of onsite validation and certification tests as per standards mentioned in NSF/ANSI 49 document for the following parameters: <ol style="list-style-type: none"> <li>1. HEPA filter leak test</li> <li>2. Down flow face velocity</li> <li>3. Inflow velocity</li> <li>4. Air flow smoke pattern test</li> <li>5. Cabinet integrity test (positive pressure plenum cabinets only)</li> <li>6. Site installation assessment tests which includes (alarm functions as</li> </ol>	

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in) “Comply”/ “Not comply”
	required by NSF/ANSI 49 standard, blower interlock and exhaust system performance (proper exhaust duct negative pressure and canopy and performance)	
<b>9.</b>	<b>Other conditions</b>	
9.1	The supplier will provide 6 years warranty that will include Comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs	
9.2	The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro location and within 3 days for non-metro located instruments	
9.3	Purchaser reserves the right to subject the equipments for independent evaluation of performance	
9.4	The company will provide installation qualification, operational qualification and performance qualification with log book for maintenance of the equipments at no extra cost	
9.5	The Company will be responsible for Training of lab staff on operation of equipments	
9.6	<b>Manuals:</b> Operation, maintenance & part list with detailed specifications must be provided in original	

## Schedule no -6

### Deep Freezer (-20°C)

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1.	Capacity: 370-400 ltr. or better	
2.	Microprocessor controlled vertical (upright) Deep Freezer (-20°C) with 3-4 interior compartments / adjustable shelves with preferably two internal doors	
3.	Digital display of temp with facility to set temp between -10°C to -40°C with 1°C increment	
4.	CFC/HCFC free non-inflammable refrigerant	
5.	Hermetically sealed 2-stage compressor for cascade function	
6.	Polyurethane vacuum insulation with silicon gasket on doors for tight sealing	
7.	Double-door with lockable outer door	
8.	Audio-visual alarm for temp deviation, power failure, door open etc.	
9.	Low noise level: ≤60 decibel	
10.	Power Supply: 230V / 50Hz	
11.	2.0 Ton split AC for optimal operation during the summer season with Voltage Stabilizer	
12.	Suitable Voltage Stabilizer	
<b>13.</b>	<b>Other conditions :</b>	
13.1	The supplier will provide 6 years warranty that will include Comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs	
13.2	The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro location and within 3 days for non-metro located instruments	
13.3	Purchase reserves the right to subject the equipments for independent evaluation of performance.	
13.4	The company will provide installation qualification, operational qualification and performance qualification with log book for maintenance of the equipments at no extra cost	
13.5	The company will be responsible for training of lab staff on operation of equipments	
13.6	<b>Manuals:</b> Operation, maintenance & part list with detailed specifications must be provided in original	

## Schedule no -7

### Deep Freezer (-80°C)

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1.	-80°C Deep Freezer system with temperature control display	
2.	Temperature Range: -50°C to -86°C	
3.	Capacity cu ft / liters: 350 or more	
4.	Cryobox Capacity: 2”:230 or more	
5.	Max. shelf weight: 120lbs/65 kg or more	
6.	CFC/HCFC free non-inflammable refrigerant	
7.	Refrigeration HP: Two 1.25 HP each	
8.	Voltage: 230V, 50/60Hz	
9.	Heavy gauge, cold rolled steel cabinets with a powder coat paint finish for a uniform exterior that resists chipping and rust	
10.	5” (12.7 cm) foamed-in-place polyurethane insulation	
11.	Vacuum relief port for easy access after door openings	
12.	Easy to remove washable filter for protection from dust on the condenser and increasing refrigeration performance	
13.	Single hand operation with an easy-to-use padlock-compatible, ergonomic door handle with integrated key lock	
14.	Simplified installation with our new easy roll 2” locking casters	
15.	Four inner doors to reduce cold air loss and improve temperature recovery after door openings	
16.	Microprocessor control and monitoring system to ensure that all controls and displays are easy to reach and read, power management system with low voltage surge protection and buck/boost	
17.	Safety-backup systems for additional sample protection in the event of power failure or mechanical failure	
18.	Suitable Voltage stabilizer to be supplied to support the instrument	
<b>19.</b>	<b>Other conditions</b>	
19.1	The supplier will provide 6 years warranty that will include Comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs	
19.2	The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro locations and within 3 days for the non-metro located instruments	
19.3	Purchaser reserves the right to subject the equipment for independent evaluation of performance	
19.4	The company will provide installation qualification, operational qualification and performance qualification with log book for maintenance of the equipments at no extra cost	
19.5	Company will be responsible for Training of lab staff on operation of equipments	
19.6	<b>Manuals:</b> Operation, maintenance & part list with detailed specifications must be provided in original	

**Schedule no -8****Refrigerator**

Sr. No.	Minimum Specification requirement	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1.	Type: Single Door	
2.	Refrigerator Type: Top Freezer Refrigerator	
3.	Defrosting Type: Direct Cool	
4.	Refrigerant: CFC/HCFC free non-inflammable	
5.	Compressor Type: Reciprocatory Compressor	
6.	Capacity: 230±10L L	
7.	Number of Doors: 1	
8.	Star Rating: 5	
9.	With the following: 1. Coolpad, 2. Toughened Glass, 3. Built-in Stabilizer 4. Express freezing, 5. Moisture Control, 6. Door lock 7. Removable Gasket	
10.	Other performance features: 12 hrs cooling retention during power cuts, advanced moisture control	
11.	Warranty summary: 1 year on Refrigerator & 10 years on Compressor	
<b>12.</b>	<b>Other conditions</b>	
12.1	The supplier will provide 6 years warranty that will include Comprehensive Annual Maintenance Contract (CAMC) including all spare parts and repairs	
12.2	The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro location and within 3 days for non-metro located instruments	
12.2	Purchaser reserves the right to subject the equipments for independent evaluation of performance	
12.3	The Company will provide installation qualification, operational qualification and performance qualification with log book for maintenance of the equipments at no extra cost	
12.4	Company will be responsible for Training of lab staff on operation of equipments	
12.5	<b>Manuals:</b> Operation, maintenance & part list with detailed specifications must be provided in original	



# **PART 3. Contract**

# Section V. General Conditions of Contract

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## Section V. General Conditions of Contract

<b>1. Definitions</b>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>(b) “The Contract Price” means the unit price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>(c) “Day” means calendar day.</p> <p>(d) “Effective Date” means the date on which this Contract becomes effective i.e. date of notification of Award.</p> <p>(e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>(f) “GCC” means the General Conditions of Contract.</p> <p>(g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(h) “Purchaser” means the <b>Ministry of Health &amp; Family Welfare, National AIDS Control Organization, Government of India, 6<sup>th</sup> &amp; 9<sup>th</sup> Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon</b> who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi)`</p> <p>(i) “The Purchaser’s Country” is India.</p> <p>(j) “Registration Certificate” means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in India in accordance with the Applicable Law</p> <p>(k) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as</p>
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	<p>provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</p> <p>(l) “The Site,” where applicable, means the place or places named in the Schedule of requirement.</p> <p>(m) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract</p> <p>(n) End user means the organization(s) where the goods will be used. The end user is the consignee stated in the Schedule of Requirements</p>
<p><b>2. Contract Documents</b></p>	<p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>
<p><b>3. Fraud and Corruption</b></p>	<p>3.1 It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser :</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(b) will declare a firm ineligible, either indefinitely or for a</p>

	<p>stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.</p> <p>3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 20.4 and 35.1 (a) (iv) of the General Conditions of Contract.</p> <p>3.3 In pursuance of the policy defined in GCC Clause 3.1, the purchaser will cancel the Contract for Goods or works if it at any time determines that corrupt or fraudulent or collusive or coercive practices were engaged during the procurement or the execution of the Contract.</p> <p>3.4 <b>Any debarment/blacklisting by MOH&amp;FW, GOI, or any other Central Govt. Department or State Government which is still effective on the date of opening of bid will make the bidder ineligible to participate in that bidding process. A debarment/ blacklisting by other agencies will not be considered.</b></p> <p><b>The bidder and the manufacturer whose product is offered by the bidder will submit an undertaking to above effect.</b></p> <p><b>If it is found after issue of contract that the supplier has concealed the information of debarment/blacklisting as mentioned above then the contract is liable to be terminated and suitable action will be taken as per the terms of the contract.</b></p>
<p><b>4. Interpretation</b></p>	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Incoterms</p> <p>(a) The meaning of the trade terms shall be as prescribed by <b>INCOTERMS</b>. The version edition shall be <b>“INCOTERMS 2010”</b>.</p> <p>4.3 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier</p> <p>Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party</p>

	<p>thereto.</p> <p>4.4 Nonwaiver</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>4.5 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<b>5. Language</b>	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the <b>English</b> language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
<b>6. Joint Venture, Consortium or Association</b>	<p>6.1 Not applicable</p>
<b>7. Eligibility</b>	<p>7.1 The Supplier shall have the nationality of India. The company should be constituted, incorporated or registered and operates in conformity with the provision of the laws of India.</p>
<b>8. Notices</b>	<p>8.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, email or facsimile and confirmed in writing to the other</p>

	<p>party's address are as follows: -</p> <p>For the purpose of obtaining clarification the Purchaser's address is :  <b>Group General Manager/MSM  RITES Ltd., (Procurement Agent)  MSM Division, RITES Bhawan-II,  4th Floor, Plot No.144, Sector 44,  Gurgaon-122003 (Haryana), India  Fax: 91(124)2571659/2571660  Tel: 91(124) 2728-450/409/422</b></p> <p>The Supplier's address for notice purposes is as mentioned in the NOA/contract.</p> <p>8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<p><b>9. Governing Law</b></p>	<p>9.1 The Contract shall be interpreted in accordance with the Laws of Union of India.</p> <p>9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser's country when as a matter of law or official regulations; the Principal Recipient's country prohibits commercial relations with that country.</p> <p>9.2 All disputes arising out of the contract shall (subject to clause 10) be subject to the jurisdiction of the appropriate court at New Delhi, India, only.</p>
<p><b>10. Settlement of Disputes</b></p>	<p>10.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>10.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or</p>

after delivery of the Goods under the Contract.

10.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:-

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, appointment of Presiding Arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
- (c) Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, appointment shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (e) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.



	<p>(f) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<p><b>11. Inspections and Audits</b></p>	<p>11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.</p> <p>11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Purchaser if requested. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility).</p>
<p><b>12. Scope of Supply</b></p>	<p>12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.</p> <p>12.2 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.</p> <p>12.3 Any Goods and Services supplied under the Contract shall have their origin in India or eligible countries (in case of</p>

	<p>imported goods offered).</p> <p>12.4 For Import origin goods quoted, the supplier or the Indian agent shall have to arrange at his own cost, all import/custom clearance handling facilities. The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty, GST on raw materials and /or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.</p> <p>12.5 <b>Maintenance Service:</b></p> <p><b>Warranty</b></p> <p>Free Comprehensive Maintenance and Repair services including testing &amp; calibration, labor and spares shall be provided by the Supplier during the period of warranty as specified in article GCC 28.3.</p> <p>The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro locations and within 3 days for the non-metro located instruments.</p> <p>In case, a replacement of defective Goods needs more than 7 working days, as an interim solution the bidder must make available a Service / Goods part for complete functioning of the Goods within the same specified time frame as mentioned above. However, the defective Goods must be replaced within 30 days.</p>
<p><b>13. Delivery and Documents</b></p>	<p><b>Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the schedule of requirement.</b></p> <p><b>(A) Documents to be submitted to purchaser:-</b></p> <p>Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser four sets of documents comprising of the following:</p> <ol style="list-style-type: none"> <li>i. One original and three copies of invoice, indicating Purchaser as <b>Ministry of Health &amp; Family Welfare, National AIDS Control Organization, Government of India, 6<sup>th</sup> &amp; 9<sup>th</sup> Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon</b> who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi), the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</li> <li>ii. Four copies of Proof of Dispatch (POD), viz., Railway consignment note/road consignment note or multimodal</li> </ol>

	<p>transport document showing Purchaser as <b>Ministry of Health &amp; Family Welfare, National AIDS Control Organization, Government of India, 6<sup>th</sup> &amp; 9<sup>th</sup> Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon</b> who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi), and delivery up to final destination as stated in the Contract</p> <p>iii. One original &amp; 3(three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format.</p> <p>iv. Four copies of packing list identifying contents of each package</p> <p>v. One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied</p> <p>vi. Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)</p> <p>vii. Four copies of Internal Test Analysis Report of the Manufacturer.</p> <p>viii. Four copies of Inspection certificate furnished to supplier by the nominated agency (where inspection is required)</p> <p>ix. Four copies of notification of the local tax authority in support of rate of tax indicated in invoice.</p> <p>x. Any other/additional procurement-specific document(s) as required for delivery/payment purposes.</p> <p>xi. A declaration that the supplier has not supplied the same goods as given in the contract at lesser unit prices to any other party during the currency of the contract.</p> <p>xii. Affidavit &amp; undertaking as per format.</p> <p><b>(B) Documents to be submitted to Consignee:-</b> The Supplier should intimate the Consignee at least 7 days in advance before the dispatch of Goods, the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below:</p> <p>(i) Copy of NOA</p>
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	<p>(ii) Copy of Invoice containing particulars as per (A)(i) above;</p> <p>(iii) Packing list identifying contents of each package</p> <p>(iv) Manufacturer's or Supplier's Warranty certificate covering all items supplied.</p> <p>(v) Inspection certificate furnished to supplier by the nominated agency (where inspection is required).</p>
<p><b>14. Supplier's Responsibilities</b></p>	<p>14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.</p> <p>14.2 The Supplier shall provide such incidental services:-</p> <p>(a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed to be included in the Contract Price.</p> <p>(b) The Supplier shall provide such other services as are stated in the Technical Specifications.</p>
<p><b>15. Contract Price</b></p>	<p>15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid for the duration of the Contract. Prices shall be fixed and firm for the duration of the Contract. However, GST or duties wherever payable shall be paid as applicable at the time of supply. Statutory variations are permitted during the original delivery schedule and not in the extended delivery schedule.</p> <p>15.2 Suppliers are required to comply with following conditions:</p> <p>a. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of goods to be supplied under this contract, the lesser of the two prices viz. the unit prices in the contract and the ceiling prices as notified by Government of India, will be applicable for the supplies made after issue of the Notification by GOI.</p> <p>b. If the supplier supplies the same goods in the contract at</p>

	<p>lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.</p>
<p><b>16. Terms of Payment</b></p>	<p>16.1 The method and conditions of payments to be made to the supplier shall be paid upon under this contract shall be as follows:</p> <p>(i) <b>On Shipment: Eighty (80) percent</b> of the Contract Price of the Goods delivered to the Consignee shall be paid within 60 days of submission of documents specified in GCC Clause 13 along with the Consignee Receipt Certificate (Form-3) through ECS of the bank.</p> <p>(ii) <b>On Successful Installation/Commissioning/Testing &amp; Acceptance of Equipment: Twenty (20) percent</b> of the Contract Price of Goods received shall be paid within sixty (60) days of acceptance of the Goods upon submission of an invoice supported by the Original Final Acceptance Certificate (Form-4) issued by the consignee.</p> <p>16.2 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 &amp; 16.1, and upon fulfilment of other obligations stipulated in the Contract.</p> <p>16.3 The payment under this contract shall be released by Pay and Accounts Officer, MOH &amp; FW, GOI after due scrutiny, verification of documents submitted by supplier to Procurement Agent and recommendation thereon by Procurement Agent.</p>
<p><b>17. Taxes and Duties</b></p>	<p><b><u>GST</u>(Goods &amp; Service Tax)</b></p> <p>Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all relief's, exemptions, rebates, concessions etc if any obtained by the supplier. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.</p>

	<p>The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.</p> <p><b>45.2 <u>CUSTOM DUTY</u></b></p> <p>Any variation in custom duty of the finished goods during the currency of the contract will be reimbursed to the bidder/refunded by the bidder. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.</p> <p><b>45.3 <u>ANY OTHER LOCAL TAXES</u></b></p> <p>Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST &amp; applicable Custom Duty.</p> <p>17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
<p><b>18. Performance Security</b></p>	<p>18.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount equal to 10% of the total contract price.</p> <p>a) 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.</p>

	<p>b) The performance security shall be valid till <b>60 days</b> after the date of completion of all contractual obligations including warranty.</p> <p>18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>18.3 . The performance security shall be denominated in Indian Rupees, and shall be in one of the following forms:</p> <p>(a) The performance security shall be in the form of a Bank guarantee and the named beneficiary shall be "RITES Ltd" (acting as procurement agent on behalf of Ministry of Health &amp; Family Welfare Government of India), issued by a nationalized/scheduled bank located in India and acceptable to the Purchaser, in the format provided in the Bidding Documents; or</p> <p>(b) a crossed demand draft or a pay-order drawn in favour of RITES Ltd.</p> <p>18.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the contract and if applicable, CMC obligations.</p> <p>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.</p> <p>Should the Supplier fail to provide the bank guarantee mentioned in GCC 18.1 a) above, and regardless of the reasons for such failure, the Performance Security mentioned in GCC 18.1 above will be payable to the Purchaser without the Purchaser needing to prove or to show grounds or reasons for such demand for the sum specified therein, and notwithstanding any objection by the Supplier.</p>
<b>19. Copyright</b>	<p>19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the</p>

	Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
<b>20. Confidential Information</b>	<p>20.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>20.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 20.1 except for purposes of performing the Contract.</p> <p>20.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 20.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.</p> <p>20.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.</p>
<b>21. Subcontracting</b>	Sub contracting is not permitted.
<b>22. Specifications and Standards</b>	<p>22.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in IV, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a</p>



	<p>notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p>
<p><b>23. Packing and Documents</b></p>	<p>23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, and in any other instructions ordered by the Purchaser.</p> <p>The packing, marking and documentation within and outside the packages shall be</p> <p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked with proper paint/indelible ink with the following :</p> <ul style="list-style-type: none"> <li>(i) Project;</li> <li>(ii) Contract No.;</li> <li>(iii) Country of Origin of Goods;</li> <li>(iv) Supplier's Name</li> <li>(v) Packing list reference No.,</li> </ul>

	Government of India supply - Not for Sale.
<b>24. Insurance</b>	Deleted
<b>25. Transportation &amp; Incidental Services</b>	<p>25.1 The Supplier is required under the Contract to transport the Goods to the specified place of final destination within the Purchaser's country, defined as the Project Site. Transport to such place of destination in the Purchaser's country, including <u>unloading</u>, insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs are included in the Contract Price.</p> <p>25.2 The Supplier is required to provide any or all of the following services (as applicable), including additional services, if any</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
<b>26. Inspections and Tests</b>	<p>26.1 The purchaser and/or its nominated representative(s) shall have the right, without any extra cost to the purchaser to inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract at the manufacturing site. In case where manufacturing site is outside India then Inspection may be conducted at the ware house in India as specified by the bidder.</p> <p>The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>The Supplier shall at the earliest furnish details of number of visits for inspection/testing to enable the pre-dispatch inspection/testing when undertaken.</p> <p>26.2 Inspection of goods shall be carried out by Purchaser's representative.</p>

	<p>26.3 The related costs of the pre-shipment inspection/testing for the first inspection of goods shall be borne by the Purchaser. However, if goods are offered for inspection in smaller lots than specified in contract then supplier will have to bear the additional inspection/testing charges. The consumables during tests will be on suppliers account. The cost of subsequent inspections and related costs, due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the technical specifications of the contract or not.</p> <p>26.4 The supplier shall put up the goods for such inspection to the purchaser's inspector well ahead (depending on the time required for pre-dispatch inspection &amp; testing) of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.</p> <p>26.5 Inspection shall be carried out to verify the compliance of the Technical Specification Such inspections/tests will be conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.</p> <p>26.6 The Supplier may have an independent quality inspection/test conducted on a lot ready for shipment. The cost of such tests will be borne by the Supplier.</p> <p>26.7 If during such inspections/tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections/tests again.</p> <p>26.8 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required above, conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample will be selected jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be</p>
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	<p>inspected/tested under umpire analysis by an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.</p> <p>26.9 Upon receipt of the Goods at place of final destination, the end user/consignee shall have the right to inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The end user/consignee will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate should normally be issued within twenty one (21) days of receipt of the Goods or part of Goods at place of final destination.</p>
<p><b>27. Liquidated Damages</b></p>	<p>27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the <b>0.5% per week or part thereof</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those <b>10% of the Contract Price</b>. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>
<p><b>28. Warranty</b></p>	<p>28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. No conditional warranty will be acceptable. - Warranty will be inclusive of all accessories and it will also cover the following wherever applicable:-</p> <ul style="list-style-type: none"> <li>• Any kind of motor.</li> <li>• Plastic &amp; Glass Parts against any manufacturing defects.</li> <li>• All kind of sensors.</li> <li>• All kind of coils, probes and transducers.</li> </ul>

	<ul style="list-style-type: none"><li>• Printers and imagers including laser and thermal printers with all parts.</li><li>• UPS including the replacement of batteries.</li><li>• Air-conditioners</li></ul> <p>28.3 The warranty shall remain valid for the period as <b>mentioned in technical Specifications</b> after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the <b>Schedule of Requirement</b>. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract.</p> <p>28.4 The Supplier shall provide to the Consignee along with the delivery of the Goods, the location, detailed addresses, phone number etc. of Service centres as was specified in the Bid document, and as per the list submitted by the Supplier with the Bid. They should have spares as detailed available with each centre on replenishment basis i.e. the spares should be replaced in the inventory within a week of the usage of the same. At any point of time the spares parts should be adequate to take care of the warranty.</p> <p>The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>28.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim what so ever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be upto the warranty period as specified in the technical specification.</p> <p>28.6 In the event of a dispute by the Supplier, a counter analysis will be carried out by an independent neutral agency agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis as well as the cost of replacement and disposal of the defective goods will be borne by the Supplier. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet</p>
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	<p>all costs.</p> <p>28.7 The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro location and within 3 days for the non-metro located instruments, If having been notified, the Supplier fails to remedy the defect within time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. The system should be serviced at site by technicians/engineers. Local technicians will be trained free of cost by the Supplier at the time of Installation at each site and as mentioned in Technical Specifications.</p> <p>28.8 In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfil its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.</p>
<p><b>29. Patent Indemnity</b></p>	<p>29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or</p>

	<p>combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p><b>30. Limitation of Liability</b></p>	<p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the</p>

	supplier to indemnify the purchaser with respect to patent infringement
<b>31. Change in Laws and Regulations</b>	<p>31.1 The Supplier shall be entirely responsible for all taxes, duties, road permits, license fees, etc., incurred until delivery of the Goods to the Purchaser.</p> <p>31.2 The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty and GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the currency of the contract.</p> <p>31.3 Statutory variation in Custom Duty and GST on finished product will be on purchaser's account within original delivery period.</p>
<b>32. Force Majeure</b>	<p>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<b>33. Change Orders and Contract Amendments</b>	<p>33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p>



	<p>(b) the method of shipment or packing;</p> <p>(c) the place of delivery; and</p> <p>(d) the Related Services to be provided by the Supplier.</p> <p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p><b>34. Delays in the Supplier's Performance</b></p>	<p>34.1 DELAYS IN THE SUPPLIES PERFORMANCE OF THE CONTRACT:</p> <p>Delivery of the goods shall be made by the supplier in accordance with the time schedule specified in the contract. Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action.</p> <p>(a) Forfeiture of its Performance Security and / or  (b) Imposition of liquidated damages and/or  (c) Termination of the contract for default.</p> <p>34.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. The extension of the delivery period will be subject to</p>

	<p>the following conditions.</p> <ul style="list-style-type: none"> <li>a) The Purchaser shall deduct from the supplier under the provision of Clause 27 liquidated damages on the goods, which the supplier has failed to deliver within the delivery period fixed for delivery.</li> <li>b) That no increase in price on account of any statutory increases in or fresh imposition of custom duty or GST leviable in respect of the goods specified in the contract which takes place after the date of the delivery period stipulated in the contract, shall be admissible on such of the said goods as are delivered after the date of delivery stipulated in the contract.</li> <li>c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom duty and GST or on any other grounds which takes place after the expiry of the date of delivery stipulated in the contract.</li> </ul> <p>34.3 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>
<p><b>35. Termination</b></p>	<p>35.1 Termination for Default</p> <ul style="list-style-type: none"> <li>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: <ul style="list-style-type: none"> <li>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</li> <li>(ii) if the Goods do not meet the Technical Specifications stated in the Contract;</li> <li>(iii) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iv) if the Supplier, in the judgment of the Purchaser has</li> </ul> </li> </ul>

engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 35.3 Termination for Convenience.

- (b) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (c) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

<b>36. Assignment</b>	36.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. Assignment and sub-contracting, which is not disclosed in bid, are not permitted.
<b>37. Purchaser's right to vary quantities during currency of contract</b>	37.1 The purchaser reserves the right to increase or decrease the quantity of goods by 25% during the currency of contract.

# Section VI. Contract Forms

## Table of Forms

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# 1. Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: **number** ]* day of *[ insert: **month** ], [ insert: **year** ]*.

BETWEEN

- (1) *[ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ] and having its principal place of business at [ insert address of Purchaser ] (hereinafter called “the Purchaser”), and*
- (2) *[ insert name of Supplier ], a corporation incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”).*

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) General Conditions of Contract
  - (c) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (d) The Supplier’s Bid and original Price Schedules
  - (e) The Purchaser’s Notification of Award
  - (f) *[Add here any other document(s)]*
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the

Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

## 2. Performance Security

(unconditional)

Date: [ *insert: date* ]

IFB: [ *insert: name or number of IFB* ]

Contract: [ *insert: name or number of NOA/Contract* ]

To: [ *insert: name and address of Purchaser* ]

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on [ *insert: date* ] between you and [ *insert: name of Supplier* ] (“the Supplier”) concerning the supply and delivery of [ *insert: a brief description of the Goods* ]. By this letter we, the undersigned, [ *insert: name of bank* ], a bank (or company) organized under the laws of [ *insert: country of bank* ] and having its registered/principal office at [ *insert: address of bank* ], (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [ *insert: amount in numbers and words* ]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 18.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

This guarantee shall expire no later than the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, and any demand for payment under it must be received by us at this office on or before that date.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or



affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

in the capacity of: [ insert: *title or other appropriate designation* ]

Common Seal of the Bank

### 3. Acknowledgement of Receipt of Goods (for 80% payment)

*(This certificate is to be issued to RITES and copy to Supplier and NACO. All the three copies "should be signed in ORIGINAL".)*

No.

Date

To

MSM Division, RITES Ltd., RITES Bhawan-II, 4th Floor,  
Plot No.144, Sector 44, Gurgaon - 122003, Haryana.  
Fax: 91(124)2571659/2571660, Tel: 91(124) 2728-408/405/403  
Email: rites\_naco@rediffmail.com

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the conditions of the contract and amendment if any.

Project Name	:National AIDS Control Programme (NACP-IV)
Purchaser	: Ministry of Health & Family Welfare (NACO)
Contract i.e. NOA No. & Date	:
Schedule No	:
<b>Description of Goods</b> Name of Equipment: Model: Serial No.:	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Manufacturing Date(s)	:
Invoice No. and Date	:
Date of delivery at Consignee destination site	:
Quantity Outstanding/dues with the supplier as per NOA & amendment, if any	:
Consignee full Address:	Signature of Designated Consignee :  Name : Designation : Seal : Contact No. : Fax No.:

**Note: In addition to sending this document through post, it is requested to send a scanned copy by email to rites\_naco@rediffmail.com also**

Copy To:

- (1) To Supplier
- (2) Under Secretary (Admn., P&C, Proc), National AIDS Control Organization, Ministry of Health & Family Welfare, 9th Floor, Chanderlok Building, 36, Janpath, New Delhi – 110001, Fax: 011-23731746

## 4. Final Acceptance Certificate (for last 20% payment)

*(This certificate is to be issued to RITES and copy to Supplier and NACO. All the three copies "should be signed in ORIGINAL".)*

No.

Date

To

MSM Division, RITES Ltd., RITES Bhawan-II, 4th Floor,  
Plot No.144, Sector 44, Gurgaon - 122003, Haryana.  
Fax: 91(124)2571659/2571660, Tel: 91(124) 2728-408/405/403  
Email: rites\_naco@rediffmail.com

Project Name	:National AIDS Control Programme (NACP-IV)
Purchaser	:Ministry of Health & Family Welfare (NACO)
Contract i.e. NOA No. & Date	:
Schedule No.	:
<b>Description of Goods</b>	:
Name of Equipment:	
Model:	
Serial No.:	
Manufacturing Date(s)	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Date of Installation, testing and commissioning	
Is successful Installation, testing and commissioning of equipment supplied, upto the satisfaction of User done or not (as applicable) (Yes/No)	
Whether training provided to users upto the satisfaction or not (as applicable) (Yes/No)	
Date of Final Acceptance	
Invoice No. and Date	:
Date of Final Acceptance	:

### CERTIFICATE

We confirm having received material as detailed above in good condition on \_\_\_\_\_ in accordance with the contract and entered in the Stock ledger.

Consignee full Address:

Signature of Designated Consignee :

Name :

Designation :

Seal :

Contact No. :

Fax No.

:

**Note: In addition to sending this document through post, it is requested to send a scanned copy by email to rites\_naco@rediffmail.com also**

Copy To:

(1)To Supplier

(2) Under Secretary (Admn., P&C, Proc), National AIDS Control Organization, Ministry of Health & Family Welfare, 9th Floor, Chanderlok Building, 36, Janpath, New Delhi – 110001,  
Fax: 011-23731746

### 5(a). AFFIDAVIT (On Stamp Paper)

I \_\_\_\_\_ son/daughter of \_\_\_\_\_ resident of \_\_\_\_\_ solemnly undertake that I am an authorized signatory of M/s \_\_\_\_\_ (insert name of the company with full address) and I hereby undertake that the supplies for which payments are being claimed have been correctly made to the respective consignees. I take full responsibility for the correctness of the documents submitted against which the payment has been claimed. I further undertake that without prejudice to the rights of purchaser as per the contract, I shall be solely responsible if any of the document is found to be fake, and to make good any loss suffered by the purchaser due to incorrectness of the documents submitted by us for claiming payment against invoice(s) no(s).\_\_\_\_\_ (insert details of invoices for which payments are being claimed) amounting to\_\_\_\_\_.

With specific regard to the taxes/duties payable on the goods & incidental services for which payment is being claimed, I declare that I have deposited / will deposit the claimed taxes/duties to the relevant tax authorities and I will be fully responsible for the same.

We (name of Supplier) also confirm that we are responsible for compliance of all the statutory provisions in regards to supply of drugs/other items as per law of the country. We hereby undertake to indemnify RITES/MOHFW for any loss incurred on account of the same.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Full address of Supplier)

Witness 1 \_\_\_\_\_  
Address: \_\_\_\_\_

Witness 2 \_\_\_\_\_  
Address \_\_\_\_\_

**Note:**

1. The affidavit is to be submitted on a non judicial stamp paper of Rs 100 /-(Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming 90% payment.

### 5 (b). Undertaking (On Letter Head)

- a. We (name of supplier) also confirm that the unit price charged in the invoice pertaining to NOA No. \_\_\_\_\_ dated \_\_\_\_\_ is not more than the ceiling price, if any notified by Govt. of India.
- b. We (name of Supplier) also confirm that we have not supplied the goods being supplied under NOA No. \_\_\_\_\_ dated \_\_\_\_\_ at a lesser unit price to any other party during the validity of the NOA/Contract.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Full address of Supplier)

Date:

**Note:**

This undertaking is to be submitted along with the invoices at the time of claiming 90% payment.

## 6. INTEGRITY PACT

Between

**Ministry of Health & Family Welfare, Department of AIDS Control, (National AIDS Control Organization), Government of India. Through RITES Ltd authorized Procurement Agent / Power of Attorney Holder of \_\_\_\_\_ hereinafter called the "Purchaser" AND \_\_\_\_\_ hereinafter referred to as "The Bidder/Supplier"**

### Preamble

The Purchaser intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_. The Purchaser values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or Supplier/s.

In order to achieve these goals, the Purchaser will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

### Section 1 – Commitments of the Purchaser

- (1) The Purchaser commits himself to take all measures necessary to prevent corruption and to observe the following principles:-
  1. No employee of the Purchaser, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  2. The Purchaser will, during the tender process, treat all Bidders with equity and reason. The Purchaser will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  3. The Purchaser will exclude from the process all known prejudiced persons.
- (2) If the Purchaser obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Purchaser will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

### Section 2 – Commitments of the Bidder/Supplier

- (1) The Bidder/Supplier commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  1. The Bidder/Supplier will not directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  2. The Bidder/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Supplier will not commit any offence under the relevant IPC/PC Act; further the Bidder/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3-Disqualification from tender process and exclusion from future contracts**

If the Bidder/Supplier, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder/Supplier from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as **Annexure "A"**.

### **Section 4- Compensation for Damages**

- (1) If the Purchaser has disqualified in terms of the provisions in Section 3, the Bidder/Supplier from the tender process prior to the award of contract, the Purchaser is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Purchaser has terminated the contract during execution in terms of the provisions under Section 3, the Purchaser shall be entitled to demand and recover from the Supplier the damages equivalent to Performance Security.

### **Section -5 Previous transgression**

- (1) The Bidder/ Supplier declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder/Supplier makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

### **Section -6 Equal treatment of all Bidders/Suppliers**

- (1) The Bidder/Supplier undertakes to demand from all partners (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Purchaser before signing the contract.
- (2) The Bidder/ Supplier confirms that any violation by any of his partners to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Supplier himself, leading to possible Termination of Contract in terms of Section 4.
- (3) The Purchaser will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7- Criminal charges against violating Bidders/Suppliers**

If the Purchaser obtains knowledge of conduct of a Bidder, Supplier or Partners, or of an employee or a representative or an associate of a Bidder, Supplier, which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to its Chief Vigilance Officer.

### **Section -8 Independent External Monitor/Monitors**

- (1) The Purchaser shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the MD/RITES Ltd.
- (3) The Bidder/Supplier accepts that the Monitor has the right of access without restriction to all Project documentation of the Purchaser including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Supplier/Partners with confidentiality.
- (4) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Purchaser and the Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Purchaser or the Bidder/ Supplier, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD/RITES Ltd. within 8-10 weeks from the date of reference or intimation to him by the Purchaser and should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the MD/RITES Ltd. of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/RITES Ltd. has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word Monitor would include both singular and plural.

### **Section – 9 Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Supplier when his Security Deposit is released on completion of the contractual obligation.

If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by MD/RITES Ltd.

### **Section 10 Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.



- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Supplier is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being incharge and who holds the Power of Attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

RITES Ltd.  
 Agent / Power of Attorney Holder

\_\_\_\_\_

(For & on behalf of the Purchaser)

(For the Bidder/Supplier)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address) -----  
 -----  
 -----  
 -----

Witness 2

(Name & Address) -----  
 -----  
 -----  
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