ICMR-NATIONAL INSTITUTE FOR RESEARCH IN REPRODUCTIVE HEALTH
(Indian Council of Medical Research)
J.M. Street, Parel, Mumbai 400012, Maharashtra.

NOTICE INVITING E-TENDER (NIT)

No. NIRRH/ST/2021-2022/01 June 02, 2021

Online electronic bids (e-tenders) under two-cover system are invited from reputed foreign / Indian manufacturers or authorized agents thereof for supply, installation and commissioning of **Scientific Equipment / Instrument 'Class II B2 Biological Safety Cabinet'**.

Tender document can be viewed and downloaded from ICMR-National Institute for Research in Reproductive Health (ICMR-NIRRH) websites **www.nirrh.res.in** or **www.icmr.nic.in** and Central Public Procurement Portal (CPPP) at **https://eprocure.gov.in/eprocure/app**.

The bid is to be submitted **online only** on **https://eprocure.gov.in/eprocure/app** (**Tender ID: 2021_ICMR_632177**) up to last date and time of submission of bids. The hard copy of tender document is not applicable.

1.0 Brief Details and Critical Date of Tender:

1.1 Brief Details of Tender:

S. No.	Item	Description
1	Name of the Scientific Equipment	**Class II B2 Biological Safety Cabinet**
2	Scope of Contract	Supply, Installation, Testing, Commissioning and Training.
3	Mode of Tendering	e-Procurement System (Open Tender)
4	Tender Reference Number	NIRRH/ST/2021-2022/01
5	Cost of Bidding Document	Nil
6	Estimated Cost	₹10.00 lakhs (Rupees Ten lakhs only)
7	Earnest Money Deposit (EMD)	Bid Security Declaration
8	EMD Exemption Allowed	Not Applicable
9	Required Validity of Bid	90 days from the last date of online submission.
10	Tender Inviting Authority	Director ICMR-National Institute for Research in Reproductive Health Jehangir Merwanji Street, Parel Mumbai 400012, Maharashtra. Tel.No. 022-24192060 / 24192134

1.2 Critical Dates of Tender:

S. No.	Particulars	Date & Time
1	Publish Date and Time	02 Jun.'2021, 04.00 PM
2	Document Download Start Date & Time	02 Jun.'2021, 04.05 PM
3	Document Download End Date & Time	23 Jun.'2021, 04.30 PM
4	Online Bid Submission Start Date & Time	03 Jun.'2021, 09.00 AM
5	Online Bid Submission End Date & Time	23 Jun.'2021, 05.00 PM
6	Last Date of Submission of EMD and other Offline Supporting Documents at Director ICMR-National Institute for Research in Reproductive Health Jehangir Merwanji Street, Parel Mumbai 400012, Maharashtra.	23 Jun.'2021, 12.30 PM
7	Bid Opening Date & Time a) Technical Bid (along with offline documents) b) Price Bid	 25 Jun.'2021; 11.00 AM To be intimated separately.

2.0 The details/ information regarding online tendering i.e. Registration on Central Public Procurement Portal (CPPP), Preparation of Bid and Submission of Bid are available in the Tender Document and as well as on CPPP under 'Bidders Manual Kit'.

3.0 The Director, ICMR-NIRRH reserves the right to reject any or all tenders and shall not be bound to assign any reason for rejection.

Sd/-
DIRECTOR
ICMR-National Institute for Research in Reproductive Health
Parel, Mumbai 400012,
Maharashtra.
Phone: 022-24192060 / 24192134
Email: stores@nirrh.res.in

TENDER DOCUMENT

आई.सी.एम.आर. राष्ट्रीय प्रजनन स्वास्थ्य अनुसंधान संस्थान
ICMR-NATIONAL INSTITUTE FOR RESEARCH IN REPRODUCTIVE HEALTH
भारतीय आयुर्विज्ञान अनुसंधान परिषद
Indian Council of Medical Research
जे, एम स्टीट, परेल, मुंबई – 400 012
J.M. Street, Parel, Mumbai - 400 012.
दूरभाष संख्याः 022.24192060 / 24192134 फैक्स संख्या : 022–24139412
Telephone No. 022-24192060/24192134 Fax No. 022- 24139412

TENDER DOCUMENT

Tender Reference No. NIRRH/ST/2021-2022/01 dated 02nd June, 2021

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Chapter 1: INSTRUCTIONS TO BIDDERS

1. The Director, ICMR-National Institute for Research in Reproductive Health (ICMR-NIRRH) here in after referred to as the 'Purchaser' will receive bids for 'Supply, Installation, Testing, Commissioning & Training of Scientific Equipment / Instrument '**Class II B2 Biological Safety Cabinet**' as per required specifications. The bids will be received, opened and evaluated online in electronic form through Central Public Procurement Portal (CPPP) i.e. https://eprocure.gov.in/eprocure/app [Link to reach at site is also available at ICMR-NIRRH websites, www.nirrh.res.in and www.icmr.nic.in. Bid shall be prepared and submitted in accordance with instructions contained in this section.
2. This section of the bidding document provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Purchaser. It also provides information on online bid submission, opening, evaluation and contract award.

3. INSTRUCTION FOR ONLINE BID SUBMISSION:
   - The Bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (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/ instructions and submitting their bids online on the CPP Portal.

   - REGISTRATION:

   (i) The Bidder is requested to visit the link 'Bidders Manual Kit' at Central Public Procurement (CPP) Portal (URL: https://eprocure.gov.in/eprocure/app). Bidders are required to enroll on the e-Procurement module of the CPP Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrolment", which is free of charge.

   (ii) As part of the enrolment process, the Bidder will be required to choose a unique user name and assign a password for their accounts.

   (iii) During enrolment/ registration, the Bidder should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the Contractors/ Bidders through email-id provided.

   (iv) For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card.

   (v) Upon enrolment on CPP Portal for e-tendering, the Bidder has to register their valid Digital Signature Certificate with their profile.

   (vi) Only one valid DSC should be registered by a Bidder. Bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse and should ensure safety of the same.

   (vii) Bidder can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ e-Token.

   - SEARCHING FOR TENDER DOCUMENTS

(i) 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.

(ii) Once the Bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved/ saved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS/ email in case there is any corrigendum issued to the tender document.

(iii) 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.

- <u>PREPARATION OF BIDS:</u>

(i) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall 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.

(ii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

(iii) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in pdf/xls/rar/zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.

(iv) 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 as per tender requirements 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.

- <u>SUBMISSION OF BIDS:</u>

(i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.

(ii) Bidder should prepare the Bid Security Declaration, in lieu of Earnest Money Deposit (EMD) as per the instructions specified in the tender document. The same should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the Notice Inviting Tender (NIT)/ tender documents.

(iii) While submitting the bids online through already downloaded/ saved tender in 'My Tenders' folder, the Bidder should read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

(iv) Bidder should digitally sign and upload the required bid documents one by one in respective 'Tender Cover' as indicated in the tender document.

(v) Bidders should note that, the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vi) Bidders are requested to note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(vii) Utmost care shall be taken for uploading "Schedule of Quantities & Prices" and any change / modification of the price schedule shall render it unfit for bidding. Bidder shall download the Schedule of Quantities & Prices i.e. **BOQ_xxxxx.xls**, in XLS format and save it without changing the name of the file. Bidder shall fill their respective rates in figures (financial quotes) and other details (such as name of Bidder) in light blue background cells, thereafter save and upload the file online in financial/price bid (Finance) cover without changing the filename. No other cell should be changed. Bidders are requested to note that they should necessarily submit their financial bids in the 'Finance' cover in the format provided and no other format is acceptable. If the template of "Schedule of Quantities & Prices" file is found to be modified/ tampered by the Bidder, the bid shall be rejected. The Bidders are cautioned that uploading of financial bid elsewhere i.e. other than in Financial cover shall result in rejection of the tender.

(viii) Bidder should submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder at the eleventh hour.

(ix) After the bid submission (i.e. after clicking "Freeze Bid Submission" in the portal), the Bidder should take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

(x) Bidder should follow the server time being displayed on Bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(xi) All the documents being submitted by the Bidder would be encrypted using PKI (Public Key Infrastructure) 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. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- ASSISTANCE TO BIDDERS:

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. Toll Free Number 120-4200462; 120-4001002; 120-4001005; 120-6277787.

KEY INSTRUCTIONS for BIDDERS:

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:-

i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.

ii) Register your Organization on CPPP well in advance of tender submission deadline.

iii) Get your Organization's concerned executives trained on CPPP well in advance of tender submission deadline.

iv) Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

Note: Electronic procurement system will not allow any Bidder to place their bids after the expiry of scheduled date & time. The Purchaser shall not be responsible for any delays/ problems related to bandwidth, connectivity etc., which are beyond the control of the ICMR-NIRRH/ CPPP.

Chapter 2: GENERAL AND SPECIAL TERMS & CONDITIONS OF TENDER

1. Complete bid document can be viewed and downloaded from ICMR-NIRRH websites www.nirrh.res.in or www.icmr.nic.in and Central Public Procurement (CPP) Portal https://eprocure.gov.in/eprocure/app.

2. The bidder should be manufacturer of the equipment/system of required specifications as specified in the Schedule of Requirements including Specifications and Allied Technical Details.
   OR
   The bidder should be authorized dealer / distributor of the manufacturer of quoted brands of the item of required specifications as specified in the Schedule of Requirements including Specifications and Allied Technical Details to quote on behalf of their manufacturer, in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant 'Authorized Dealership' certificate from the manufacturer showing validity period.

3. In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make / manufacture will be rejected.

4. **The total cost of the equipment / instrument / system must come with inbuilt 3 years' comprehensive and 2 years' non-comprehensive warranty, at no extra cost** (**Financial Bid**).

5. The maximum response time during the warranty would be 48 hrs. 0.1% of FOB Cost as penalty per week till the warranty would be applicable.

6. The bidder must certify that the item will be kept under Annual Maintenance Contract at least for a period of **5 years** after the expiry of the Warranty Period and the necessary consumable and non-consumable parts shall be made available for carrying out preventive maintenance and remove the defects.

7. The reasonable Annual Maintenance Service Charges (**both Comprehensive and Non-Comprehensive**) after the end of 5 years of warranty must be fixed / indicated in the **Financial Bid**, separately. *In case the same could not be submitted in the financial bid. The same would be obtained by the ICMR-NIRRH at a later stage*.

8. Submission of solvency certificate of appropriate value not less than 40% of value of equipment / system quoted for, issued by any nationalized/scheduled bank.

9. Submission of self-attested copy of PAN in the name of firm/ proprietor.

10. Submission of self-attested copy of GST registration certificate with valid GSTIN.

11. The Bidder should not have been banned / de-listed / black listed / debarred from business by Government of India or any State Governments of India.

12. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

13. Earnest Money Deposit (EMD) / Bid Security: Tender should be accompanied by "Bid Security Declaration" wherein the participating agency should undertake **'That if they withdraw or modify their bids during period of validity etc., they will be suspended for the time, as may be decided by the competent authority of the ICMR-NIRRH from its future tenders'**. The same is to be submitted on the letter head, duly self-attested.

14. The offers should be kept valid for acceptance for a period up to **30th September, 2021.** The **last dates for receipt of online e-tenders is 05.00 PM on 23rd June, 2021**, which would be **opened online on 25th June, 2021 at 11.00 AM.**

15. The successful tenderers will have to enter into an Agreement and submit Bank Guarantee equivalent to 3% of the purchase / contract cost (towards security and performance) which will be retained for a period of sixty days beyond the expiry of the Warranty period.

16. The complete work of supply, installation, testing and commissioning should be completed within the period of **6-8 weeks** from the date of receiving the confirmed order.

17. The prices quoted shall be firm for the duration of contract period. Institute is exempted from the levy of Central excise duty and Custom duty at reduced rate as applicable to Central Government against form/certificate. The rate of G.S.T. must be clearly indicated wherever chargeable. It will be deemed that No Taxes are payable by us if such numbers are not indicated. The GST Number of the Institute is 27AAEAT4818Q1ZS and is eligible for reduced rate of GST under GST Notification No.43/2017, 45/2017 and 47/2017. **(Financial Bid)**

18. The prices should be quoted in the form provided in the tender document only and nowhere else. Bid/offer prices shown anywhere except in **Financial Bid** will be rejected **(Financial Bid).**

19. The payment terms would be governed by the extant Government of India Rules and Regulations.

20. Conditional offers will not be accepted and are liable to be rejected without any further reference.

21. The successful bidder should undertake to extend the validity of the Bank Guarantee, if offered as security deposit and performance guarantee, in case, the tendered work is delayed beyond the validity period of the Bank Guarantee.

22. The bidders must provide complete circuit diagrams, wiring diagrams, component layout diagrams, Service/Maintenance manuals and component identification catalogue along with equipment free of charge in case order is placed to them. Also supplier to provide Technical Maintenance/Service training at manufacturing unit or principal company to our Technical Officer Instrumentation. All Expenses for travel, Accommodation etc. to be borne by the supplier or company to whom order is placed

23. The bidder shall prepare the bid and submit the bid online on "Electronic Tendering System" in following manner:

- **ONLINE SUBMISSION:**

Cover-1: Technical Bid

Online bids should be submitted containing scanned copy of following document in Cover-1:

i) The Technical Offer of Scientific Equipment / Instrument '**Class II B2 Biological Safety Cabinet**' meeting all the technical specifications, as mentioned in our tender document. The necessary brochure of the equipment to be included. The user list of said equipment along with copies of purchase orders, if any are also to be included.
ii) Bid Security Declaration, in lieu of Earnest Money Deposit.
iii) Tender Acceptance Letter as per Annexure-I.
iv) Status of Bidder as per Annexure-II.
v) Check List with necessary enclosures as per Annexure 'Check List'
vi) Technical Compliance as per Annexure 'Compliance'
vii) Solvency Certificate.

Cover-2: Financial Bid (Price Bid)

The Financial Bid (Price Bid) shall be submitted in electronic form in conformity with the tender specifications on the portal only by the time & date as specified in NIT. The financial cover shall contain price bid in the enclosed "Schedule of Quantities & Prices" i.e. BOQ_xxxxx.xls. The basic rate may be quoted either in Indian Rupee / US Dollars / Euro / Japanese Yen and shall be written in figures in BOQ_xxxxx.xls.

Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Purchaser in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the Bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the bid and no separate claim whatsoever will be entertained on this account.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

- **OFFLINE SUBMISSION:**

Hard copy of following supporting documents forming part of Techno-Commercial bids shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the

reference of the Tender to Director, ICMR-NIRRH, Jehangir Merwanji Street, Parel, Mumbai 400012, Maharashtra on or before the due date & time of submission as per NIT. These envelope(s) shall not contain anything else. This part of bid should not contain any "Price information".

i) Documents submitted in the Cover 1: Technical Bid.

ii) Demand Draft / Bank Guarantee / Exemption Certificate/s towards EMD / Bid Security.

If any discrepancy is found between the Hard Copies of the offline documents and scanned copy of same uploaded online then the online bid shall be liable for rejection.

24. The Purchaser reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

25. Online opening of Bids by Purchaser:

The Purchaser will open the Bids online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the opening of bids/offline documents being declared a holiday for the Purchaser, the opening shall be carried out at the specified time on the next working day.

Initially, the 'Technical Bid' shall be opened and the 'Price Bid' of only those bidders, whose Technical bid is acceptable to the Purchaser shall be opened online subsequently. The decision of the Purchaser is final and binding in this regard.

During bid evaluation, the Purchaser may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

The bidder shall quote for all the individual items mentioned in the Price Bid. The evaluation of the bids shall be done based on the Total price as per BOQ_MDMR.xls: Schedule of Quantities & Prices.

All applicable taxes, duties and levies as mentioned in BOQ_xxxxx.xls i.e. Schedule of Quantities & Prices shall be considered for the purpose of evaluation of bids.

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an 'Evaluated Bid Price'. Bid prices quoted by Bidder shall remain unaltered.

26. Award Criteria & Purchaser's Right to accept any bid and to reject any or all Bids:

The Purchaser reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason and annul the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

The Purchaser shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.

Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.

The Purchaser shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract.

27. Corrupt, Fraudulent, Collusive or Coercive Practices:

It is expected from the Bidders/ Suppliers that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) for the purpose of this provision, the terms set forth below shall mean as under:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, 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 a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.

(iii) “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and

(iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;

(b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices as mentioned above in competing for the contract in question.

Chapter 3 : SCHEDULE OF REQUIREMENTS INCLUDING SPECIFICATIONS & ALLIED TECHNICAL DETAILS

CLASS II B2 BIOLOGICAL SAFETY CABINET (1 NO.)

Technical Specifications:

- Class II B2 Biological Safety Cabinet 4ft / 1.2m = 1 No.
- UV Lamp for 4 ft. – UV-30A = 1 No.
- Direct Mounted Electrical Outlet Plug Code = 1 No.
- Support Stand with Castor Wheels for 4 ft. Cabinets = 1 No.
- Service Fixture with 50mm Thread Length = 1 No.
- Ducting and Virus Burnout Unit – 2 HP Blower [PP + FFP] Virus Burnout Unit = 1 No.

Chapter 4 : TENDER FORMS/ANNEXURES

Annexure I

TENDER ACCEPTANCE LETTER

Date : _____

To,
The Director,
ICMR-National Institute for Research
in Reproductive Health (ICMR),
J.M. Street, Parel, Mumbai 400012

Subject: **Offer for Supply, Installation, Testing and Training of the Tendered Item Name of the Item _____**

Dear Sir,

I _____ for and on behalf of M/s. _____ beg to offer the Technical as well as Financial Bid for participation in the Tender invited by the Institute for the designing, supplying, installation and testing of the above said item and state as under:

1. It is certified that offered item is technically sound and satisfies the prescribed specifications of the item. The literature containing designing of the system with other details to satisfy the requirements of the item are attached herewith for perusal and ready reference for the purpose of evaluation.

2. It is certified that all the terms and conditions (General & Special) are acceptable to us and agreed to abide by all the said terms and conditions.

3. It is certified that we agree to keep this offer valid for a period up to **30th September, 2021 and will provide further extension of validity, if required.**

4. It is certified that the amount of Bid Security Declaration is attached herewith.

5. It is certified that the Technical Bid and Financial Bid have been sealed separately and submitted with the offer for consideration, evaluation and competition.

6. It is certified that the necessary agreement will be executed within 14 days on the non-judicial paper in token of acceptance and execution of the Contract from the date of receipt of purchase order.

7. It is certified that the Bank Guarantee for the amount equivalent to 3% of the total cost of the item shall be submitted in case 100% payment is claimed against the supply and installation/testing etc. on successful completion of the Contract.

8. It is certified that a copy of the Warranty Card to cover the comprehensive risks has been attached in the Technical Bid.

9. It is further certified that the offered item will be kept under the Comprehensive warranty for 3 years and 2 years non-comprehensive warranty from the date of successful installation and testing for all comprehensive risks and preventive maintenance thereof.

10. It is also further certified that the item will be kept under Annual Maintenance Contract at least for a period of 5 years after the expiry of the Warranty Period and the necessary consumable and non-consumable parts shall be made available for carrying out preventive maintenance and remove the defects. The reasonable Annual Maintenance Service Charges (**both Comprehensive and Non-Comprehensive**) have been indicated correctly in the Commercial Offer-Price Bid, attached separately.

Encl.: As above.

Date: **Signature**

Place: **Name**

Stamp

Annexure II

STATUS OF THE BIDDER/TENDERER

1. Name of the Bidder/Tenderer(in full) :

2. Whether a proprietary firm/ partnership firm/Pvt. Company ltd. /Public company ltd./Trust or others :

3. Registration No. :
IT PAN No. _____

4. Authorities with whom registered :

5. Name & Address of the Proprietor/ Partners/Directors/Authorised Attorneys with full Address, Telephone No. and E-mail I.D. :

6. Working experience of the organization: (In Brief)

7. Resourcefulness /financial status :

8. Name of the Bankers & Address with telephone nos. :

9. Infrastructure Facility available with the Tenderer :

10. Notice of time required to attend the call/complaint to remove the defects :

Signature & Name with Designation of Tenderer with Rubber Stamp

Annexure 'Check List'

Tenderers should enclose the necessary documents as given in the Check List

Sr. No.	Description	Vendors should put appropriate remarks against each item i.e. **Yes/No/Agreed/Not Agreed/Enclosed /Not Enclosed etc.**
1	Acceptance of General conditions contract.	
2	Terms of payment as per enclosed sheet.	
3	List of Engineers & Staff available with the agency.	
4	Completion time (8 weeks)	
5	Basic Rates are excluding of all taxes & duties i.e., GST etc. which are shown separately. (Rates including taxes are not acceptable)	
6	Rates are firm throughout the Contract Period.	
7	**Warranty of 5 Years (3 Years Comprehensive & 2 Years Non-comprehensive) commencing from the date of completion of the work, installation and testing of the equipment / instrument / system.**	
8	State whether Inspection / Final inspection & Testing at works Before Dispatch of the Materials agreed	
9	Inspection & Testing at Site agreed	
10	The entire supply / work will be carried out as per Technical Specifications given in Tender Notice.	
12	Whether the following documents are submitted along with tender? a) List of Engineers to be placed at site for Installation / Testing b) Authorization letter from Manufacturer c) Layout Drawings d) Bank Solvency Certificate e) Specification Compliance Statement (Annexure 'Compliance') f) Details of service setups at Mumbai. g) List of similar works carried out during last three years. h) Catalogues and technical details of offered Equipment. i) Bid Security Declaration, in lieu of EMD. j) List of users of model quoted with complete address. k) Acceptance of penalty clause, risk purchase clause in case of default	

Signature & Name with Designation
of Tenderer with Rubber Stamp

Annexure 'Compliance'

Name of the Equipment / Instrument / System:

Technical Specifications	**Compliance (Yes / No)**	**Remarks (Deviation, if any)**
(Point wise)		

Chapter 5 : OTHER STANDARD FORMS/FORMATS

A) Agreement (To be Signed by Successful Tenderer on Award of Tender)

This agreement regarding the supply, installation and maintenance of _____ _____ made this day the _____ between the Director, ICMR-National Institute for Research in Reproductive Health, J.M. Street, Parel, Mumbai 400012, hereinafter referred to as the First Party and M/s _____ and their agent M/s _____ _____ hereinafter referred to as the Second Party respectively, which expression shall unless specifically excluded by or repugnant to the context include their heirs, Executors, Administrators, Legal Representatives and Assignees. The Second Party may nominate their agent if they so desire and inform the first party in writing about such appointment. It is further stipulated that notwithstanding any thing else in the agreement the second party, shall inform the first party in writing about the change of such agency. Further, the new agency shall remain bound by the present agreement irrespective of any agreement written or otherwise between the second party and its agents to which the first has not been a party in writing. It is further agreed that this agreement will be binding on both the parties.

b) This agreement concern the supply and installation of _____ _____ equipment to be supplied by the Second Party according to the Order No. _____ issued by the First Party a copy of which is appended. Further, the equipment is to be installed by the Second Party according to the schedule agreed upon as stated below.

c) The Second Party agrees to supply the entire equipment within the agreed period after the execution of Contract Agreements. Further, the equipment will be supplied installed and handed over to the First Party in complete working order within a total period of _____ after receiving the order.

While the First Party shall ensure that the needed infrastructure is ready before the arrival of equipment, the Second Party in the event of their failure to complete installation and set the instrument in working order in the stipulated time will pay interest at the rate of 15% on the sum equivalent to the value of the order. The Second Party will inform the First Party in writing intimating the reasons for delay in supplying and for installing the

equipment. The First Party at its sole discretion may consider waiver to the penalty for a period to be stipulated in writing.

d) Thorough inspection of the instrument will be carried out by the First Party only on completion of the entire job of installation and commissioning of the equipment.

e) Packing should be conforming to National/International standard and strong enough to avoid damage, pilferage, protection from rain water/moistures and other terms of deterioration during transit. Packing proposed to be employed should be clearly stated details of the charges for alternative packing.

f) Guarantee/Warranty:

i) The Second Party Guarantees the entire equipment against defects of manufacture, workmanship and quality and components and undertake to take care of the latent defects.

ii) The Guarantee/Warranty shall be of comprehensive and on-site for a period of **Five Years (3 Years Comprehensive Warranty and 2 years non-comprehensive)** starting from the date of satisfactory installation and handing over the equipment in full working order to the First Party. During this Guarantee/Warranty period, the replacement of any part(s) of the equipment of rectification of defects will be carried out free of cost of the part(s) and labour etc.

iii) The Second Party guarantees that the number of occasion the equipment will be down will not be more than the twelve times per year or thirty six days per whole year (365 days), whichever is less. Further, the Second Party will ensure that the downtime on any one occasion will not be more than three days (excluding holidays).

iv) The Second Party will submit a bank guarantee/Bank's Deposit Receipt for 10% towards the execution of the agreement and the warranty valid till the expiry of the warranty period of the **Five Years (3 Years Comprehensive Warranty and 2 years non-comprehensive)** After receipt of the said bank guarantee the First Party will return the EMD Deposit for Rs. _____ already submitted by the Second Party along with tender. On expiry of the warranty period the bank guarantee Deposit Receipt of the said bank guarantee the First Party will return the EMD Deposit for Rs. _____ already submitted by the Second Party along with tender. On expiry of the warranty period the bank guarantee Deposit Receipt for 10% will be returned by the First Party the First Party to the Second Party duly discharged.

v) The Second Party declares that the equipment being supplied is the latest model and version.

g) Training:

The Second Party will provide literature of detailed applications and technical training regarding the working of the equipment to the nominees of the First Party at site, free of cost and charges thereof.

Certified that I have read above terms and conditions carefully and taken note of them for compliances and I hereby accept all these terms and conditions laid down here above and General and Special conditions mentioned in the Tender Document.

Signature and Named Designation of Tenderer with Rubber Stamp

B) Bank Guarantee Format

(STAMP PAPER SHOULD BE PURCHASED IN THE NAME OF ISSUING BANK)

Bank Guarantee No. _____

Ref: _____

Dated: _____

To

The Director,

ICMR-National Institute for Research in Reproductive Health (ICMR),

J.M. Street, Parel, Mumbai – 400 012

Dear Sir,

In consideration of National Institute for Research In Reproductive Health (ICMR) (Hereinafter referred to as N.I.R.R.H. (ICMR) which expression shall unless repugnant to the context or meaning thereof, includes all its successors, administrators executors and assignees) having entered in to Contact/Order No. _____ dated _____ (hereinafter called 'the Contract' which expression shall include amendments thereto) with M/s. _____ having its head/registered office at _____ hereinafter referred to as 'the Contractor' which expression unless repugnant to the context or meaning thereof, include all its successor, administrators, executors and assignees) and NIRRH having agreed that the Contractor shall furnish to NIRRH, for _____ (scope of work) _____ the faithfully performance of the entire contract.

a) We _____ (Name of the Bank) _____ registered under law of _____ having head/registered office at _____ (hereinafter referred to as 'the Bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby

any/all monies to the extend of Indian Rs. _____ (in figures) _____ (Indian Rs. _____ (in words) _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand by NIRRH (ICMR) on the Bank by serving a written notice shall be conclusive and binding without any proof on the bank as regards the amount due and payable notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator, or any other authority and/or any other matter or thing whatsoever as liability under these presents being absolute and unequivocal.

b) We agree that the Guarantee herein shall be irrevocable and shall continue to be enforceable until it is discharged by NIRRH (ICMR) in writing. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid binding and operative against the bank.

c) The Bank also agree to that NIRRH at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the contractor and notwithstanding any security or other guarantee that Institute may have in relation to the Contractor's liabilities.

d) The Bank further agree that NIRRH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereinunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time to postpone for any time or from time to time exercise of any of the powers vested in NIRRH against the said Contract(s) and to forebear or in force any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

e) The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and all the dues of NIRRH under or by virtue of the contract have been fully paid and its claim satisfied or discharged or till NIRRH discharge this guarantee in writing, whichever is earlier.

f) This guarantee shall not be discharged by any change in our constitution, in the constitution of NIRRH or that of the Contractor.

g) The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

h) The Bank also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Indian Court of the place from where tender have been invited.

i) Notwithstanding anything contained hereinabove, our liability under this guarantee is limited to Indian Rs. _____ (in figures) _____ (in words) and our guarantee shall remain in force until _____ (indicate the date of expiry).

Any claim under this Guarantee must be received by us before the expiry of this Guarantee. If no such claim has been received by us by the said date, the rights of NIRRH under this Guarantee will cease. However, if such claim has been received by us within the said date, all the rights of NIRRH under this Guarantee shall be valid and shall not cease until and we have satisfied that claim.

In witness thereof, the bank through its authorised officer has set its hand and stamp on this _____ day _____ of 202__ at _____.

Witness No. 1

(Signature)

Full Name and Official

Address (in legible letters)

(Signature)

Full Name, Designation

Official Address (in legible letters)

with bank stamp

Attorney as per power of

Attorney No. _____

Dated:

Witness No. 2

(Signature)

Full Name and Official

Address (in legible letters)