

Tenders & Contracts
Government of India
Integrated Disease Surveillance Programme
National Centre for Disease Control
(Directorate General of Health Services)
22, Sham Nath Marg, Delhi-110054

**TENDER FOR LABORATORY EQUIPMENTS OF INFLUENZA
LAB AT MKCG MEDICAL COLLEGE, BEHRAMPUR, ODISHA
UNDER IDSP LABORATORY NET WORK, IDSP,NCDC, MOHFW,
GOI.**

Tender Notice No. - IDSP/NCDC/Tender/T-18015/16/118/2016- IDSP

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NOTICE INVITING TENDER
GENERAL TERMS & CONDITIONS

1.0 **Definition:**

The terms used in the contract shall have the following meanings:

1.1 The term ‘**Contract**’ shall mean and include the Notice Inviting Tender (NIT), the instructions to Tenderer, the Tender, Letter of Intent accepting the tender in part or full, Special & General Instructions, Directions & Comments conveyed in writing, the Purchase Order and its subsequent variations, if any, or any other authorized contract documents and those general and special conditions that may be added subsequently or such other documents, specifications as may be prescribed.

1.2 The term ‘**Supplier**’ shall mean the person(s), firm or company with whom a Contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.

1.3 The term ‘**IDSP**’ and ‘**NCDC**’ shall mean Integrated Disease Surveillance Program and National Centre for Disease Control, having office at 22, Sham Nath Marg, Delhi – PIN- 110054, and shall be deemed to include their successors and/or assignees, and shall include the Administrative and Executive Officers authorized to deal with all matters relating to the contract.

1.4 The term ‘**Tenderer**’ shall mean the person(s), firm or company who offer(s) a tender or quotation duly signed in response to the invitation to tender issued by and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.

2.0 **Instructions for submission of Tender:**

2.1 Every tender shall be made out in English or Hindi. All other information will also be supplied by the Tenderer in English or Hindi. Only one language shall be used in the tender. In case of conflict, the English version shall prevail. All amounts shall be indicated by the tenderer both in words as well as in figures. Wherever there is difference in prices quoted in figures and words, corresponding amounts quoted in words shall prevail.

2.2 Tenders should be free from overwriting. All corrections should be duly attested by the tenderers. Tenders should be signed by tenderers manually in long hand by person(s) who is/are legally authorized to sign on behalf of the person(s) or firm or company tendering and in case of firm/company, tender should bear its seal or stamp. The legal instrument of authority either in original or a certified copy there of empowering the person(s) signing the tender should accompany the tender. No oral, telegraphic or telephonic tenders or modifications in the tenders shall be considered under any circumstances.

- 2.3 All tenderers are requested to submit their tenders strictly as per the instructions given below. Tenders should either be submitted personally in the tender box at the office of Integrated Disease Surveillance Programme, 2nd Floor, New Building, NCDC, 22, Sham Nath Marg, Civil Lines, Delhi- PIN—110054, or sent by Registered Post /Speed Post/Courier to the same address so as to reach well in advance of the closing date and time. The envelopes containing the tender should be super scribed with the “**Tender No.**” and “**Date of Opening**”.

Correspondence:

All correspondence in respect of this invitation to tender should be made in English quoting tender invitation reference number appearing on the front page. Correspondence should be addressed to:

Project Director,
Integrated Disease Surveillance Programme and
Director,
National Centre for Disease Control,
22, Sham Nath Marg,
Civil Lines, Delhi-- 110054.

3.0 **Submission of Tenders:**

Tenders are to be submitted in duplicate i.e. one original plus one copy and should be type-written. Two Bid Tenders are to be submitted in two sealed envelopes as follows:

Part I: Technical and Unpriced Commercial Part of the Tender:

The first sealed envelope should contain Technical and Unpriced Commercial Part of the Tender along with Earnest Money Deposit by way of Demand Draft, payable at Delhi, only. The envelope should be super scribed as ‘**Technical & Un-priced Commercial Bid**’ and also indicate ‘**Tender No. and NOT TO BE OPENED UP BEFORE 03.11.2016.**’

This envelope should contain the following:

- Complete specifications of the material offered
- Place of manufacture with the address
- In case of authorized dealer/distributor, support letter from the principal manufacturer authorizing the dealer / distributor to participate in this NIT
- Payment Terms
- Validity of Offer
- Delivery Schedule
- Excise registration details
- VAT / Sales Tax registration number and certificate. Sales Tax Clearance Certificate and if exempted, Exemption Certificate
- Income Tax PAN No.
- Signed copy of NIT as a token of acceptance of NIT terms and conditions.**

Deviations list, if any, from the terms of NIT, which are not in agreement should be specified with respect to the relevant NIT clause number only. If no deviations are indicated, it will be presumed that all terms and conditions of NIT are acceptable in to

- All documents submitted with the NIT should be duly self-attested by the bidder’s authorized signatory with the company seal

Part II: Price Bid

The second sealed envelope should contain only Price Bid. The envelope should be clearly marked “Price Bid” and also indicating Tender No. and Due Date.

Both the envelopes as above should be put into an outer envelope and duly sealed and should be properly super scribed with the Tender No. and Due Date. Tenders should either be submitted personally in the tender box at the office of Integrated Disease Surveillance Programme, 2nd Floor, New Building, NCDC, 22, Sham Nath Marg, Civil Lines,

Delhi- PIN—110054, or sent by Registered Post/ Speed Post to the same address so as to reach well in advance of the closing date and time.

4.0 **Clarifications:**

In case clarifications are required on invitation to tender, the tenderer shall approach NCDC in writing well in advance before the opening of tender and NCDC will provide the information required in writing. However, failure to receive any addendum or clarifications shall not relieve the tenderer of any of the obligations stipulated in the invitation to tender.

The invitation to tender with annexures and all attachments will be considered to have been read, understood and accepted by the tenderers unless otherwise specifically stated by them in writing well before the schedule opening of the tender.

The terms and conditions as embodied in the contract shall be final and any other terms mentioned in the supplier's tender but not included in the contract shall be deemed as rejected by IDSP/NCDC.

5.0 **Tender Opening:**

5.1 Tenders will be opened in two stages. The unpriced bid shall be opened on the due date and time in the presence of tenderer and their representative who desire to attend the tender opening.

5.2 The price bids shall be opened for techno Commercially Complied bids in presence of firms after the corresponding Technical & Unpriced Commercial part of the tenders are scrutinized. Tenderers will be given adequate notice regarding date and time of price bid opening. Only Techno-Commercial Complied tenders will be opened up.

6.0 **Right of Acceptance & Rejection of Tenders:**

IDSP/NCDC reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or to reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be entertained by NCDC from any tenderer.

7.0 **Compensation for submission of tenders:**

The tenderers shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation of and submission of the tenders.

8.0 **Past performance of the Contractors:**

IDSP/NCDC reserves the right to reject the tender on receipt or on evaluation of those tenderers whose past performance has been found not satisfactory. The decision of IDSP/NCDC in this respect shall be final.

9.0 **Earnest Money Deposit:**

9.1 The tenderers will have to submit the Earnest Money Deposit (amount as mentioned in NIT) by a Demand Draft payable at Delhi drawn in favor of Director, National Centre for Disease Control, Delhi.

9.2 Any request to adjust Earnest Money Deposit out of the tenderer's running bills or pending payments with IDSP, will not be considered and the tender will be treated as without Earnest Money Deposit and shall be rejected. EMD will not carry any interest at the time of its return.

9.3 Any tender without Earnest Money Deposit or with Earnest Money Deposit in a manner other than what is mentioned above are liable to be rejected at the discretion of IDSP/NCDC.

9.4 All the tenderers registered with the Ministry of Health & Family Welfare/ DGHS/ MSO/ DGS&D/ NSIC/& PSUs are exempted from the payment of Earnest Money Deposit.

9.5 **Forfeiture of Earnest Money Deposit:**

If for any reason, whatsoever, any tenderer withdraws his tender at any time prior to expiry of the validity period or after issue of the letter of intent/work order/purchase order or fails or refuses to execute the order or to furnish the prescribed Security Deposit for faithful performance of the contract within the stipulated time, the amount for Earnest Money Deposit shall be forfeited.

9.6 **Refund of Earnest Money:**

Earnest Money Deposit will not carry any interest. Earnest Money deposited by the unsuccessful tenderers will be refunded as soon as possible. Earnest Money Deposit of successful tenderer will be refunded after the successful tenderer furnishes the security deposit.

10.0 **Security Deposit cum Performance Guarantee:**

Security Deposit for proper and timely fulfillment of the contract has to be furnished by every successful tenderer within 15 days from the date of receipt of Purchase Order. No exemption will be made. Security Deposit SHALL BE 10% OF THE ORDER VALUE

The supplier will furnish Security Deposit as specified above in the form of either a Demand Draft in favor of **Director, National Center of Disease Control**, payable at Delhi or by means of a Bank Guarantee in the proforma from any Nationalized/Scheduled Bank [attached as **Enclosure II**] and shall be valid for the duration of the contract or as prescribed by IDSP or till the warranty period. The bank guarantee should be forwarded by the Supplier's bankers directly to IDSP with covering letter from the Bank. Bank Guarantee charges shall be borne by the supplier. IDSP/NCDC reserves the right to insist on security deposit in the form of demand draft from any supplier.

In the event of any breach of any of the terms and conditions of the contract or the supplier neglects, delays or fails to perform the contract, NCDC shall have the right to forfeit the security deposit. The security deposit shall not bear any interest.

11.0 **Validity of Offers:**

All tenders should be kept valid for acceptance for **180 days** from the tender closing date unless otherwise specified in tender invitation. Tenders of lesser validity period may not be considered.

12.0 **Country of Origin:**

The tenderer will have to furnish information regarding the country of origin of the goods in their tender documents.

13.0 **Pricing:**

Tenderer's quotation must conform in all respects to the applicable specifications and terms & conditions of invitation to tender. Tenderer should certify that their quotation complies with all enquiry documents and specifications. Exceptions and deviations, if any, should be specifically stated. In the event of the tenderer not giving any exceptions and deviations in their tender then it will be construed that the tenderer has accepted RCF's invitation to the tender in full.

Tenderer shall quote all prices in figures as well as in words. Where there is a difference between these, the rates given in words shall prevail. Erasures or overwriting of any kind in the tender may render the tender to outright rejection. Where necessary the original figures and words should be scored out and corrected figures and words written again. The tenderer shall have to attest the corrections.

14.0 Taxes & Duties:

All taxes and duties should be shown separately in the tender wherever applicable. NCDC is registered under Central Sales Tax Act as well as Delhi Sales Tax Act. Central or Delhi Sales Tax/VAT as applicable should be stated in the quotation. In case of CST 'C' form will be issued. Excise Duty as applicable should also be clearly and separately shown in the tender. Supplier shall submit all original documents for payment of Excise Duty, Octroi Duty etc.

15.0 Price Adjustment/Escalation:

The price quoted should be firm and subject to no escalation whatsoever during the entire contract period except for Statutory Levies, of any nature, applicable on the date of submission of the tender, which should be clearly mentioned in the tender. Payment shall be made at the rates applicable at the time of supply against documentary evidence. However, in case of delay in supply, if there is any increase in statutory levies, NCDC shall restrict the payment of statutory levies as prevalent on the delivery date as mentioned in the Purchase Order and amendment(s) thereto. Tenderer shall submit to NCDC necessary documentary evidence as may be required to enable NCDC to determine the rates of Statutory Levies applicable on the contractual delivery date.

16.0 Delivery Schedule: The material is to be supplied at MKCG Medical College, Behrampur, Odisha within 30 days of issue of Supply Order

17.0 Payment:

Payment shall be released **within 60 days** after receipt of the material, duly bagged and delivered to MKCG Medical College Behrampur, Odisha and on receipt of Inspection report and Satisfactory report of Installation and Commissioning from MKCG Medical College Behrampur, Odisha which is one of the Influenza Laboratory under IDSP Laboratory Network in India provided bank guarantee for performance, if stipulated in the contract is submitted.

18.0 Delay in Delivery and Liquidated Damages:

Delivery will be the essence of contract. In case of delay in delivery for reasons not attributable to IDSP/ NCDC, supplier shall pay agreed liquidated damages. The agreed liquidated damages shall be calculated at the rate of 0.5% for a complete week of delay or part of the week subject to maximum of 5% of contract value.

19.0 Jurisdiction of Court:

The contract shall be deemed to have been entered into at Delhi and all causes of actions in relation to the contract will thus be deemed to have arisen only within the jurisdiction of the Delhi Courts.

20.0 Secrecy:

Any information derived or otherwise communicated to you in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of IDSP/ NCDC, be published or disclosed to any third party or made use of by supplier except for the purpose of implementing the contract.

21.0 Law Governing the Contract:

The contract shall be governed by the applicable laws in India for time being in force.

22.0 Force Majeure:

Force Majeure, i.e, beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.0 Patent Rights:

The supplier shall fully indemnify IDSP/NCDC, its customers and users against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in respect of any material supplied. All royalties and the like payment shall be paid directly by the supplier.

24.0 Income Tax Deduction at Source:

IDSP will deduct the income tax at source as per Income Tax Act and necessary certificate will be issued by IDSP in accordance with the existing law.

25 .0 Dispute & Arbitration:

In the event of any question, dispute or difference arising under this contract, the same shall be referred to the sole arbitration of a person appointed to be the Arbitrator by the Project Director, IDSP & Director. NCDC. There will be no objection that the Arbitrator is in service of IDSP/ NCDC and that he had dealt or to deal with the matters to which the contract relates or that in the course of his duties as an employee of IDSP/NCDC, he had expressed view on all or any of the matters in dispute or difference. The Arbitrator shall give reasoned or a speaking award. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reasons, it shall be lawful for the Project Director, IDSP & Director of NCDC to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid. The venue of arbitration shall be Delhi and the proceedings shall be in English language.

26.0 Tenderers are requested to adhere to the terms & conditions of this NIT. Any deviations from the stipulated terms & conditions will be suitably considered for the evaluation of tenders.

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Sealed tenders addressed to the Director are invited for following Machinery and Equipment for IDSP Influenza Laboratory at MKCG Medical College Behrampur, Odisha :-

Group & Sl. No.	Description	Quantity	Amount of Bid Security/EMD (Rs.)	Remark
1.	Deep Freezer –20 degree C	01	10,000/-	
2.	Deep Freezer -80 Degree C	01	20,000/-	
3.	Laboratory type Refrigerator	01	5,000/-	
4.	High Speed Micro Centrifuge	01	5,000/-	
5.	Real Time PCR System	01	50,000/-	
6.	Bio safety Cabinet CI II A-2	01	20,000/-	
7.	Micro pippettes 0.1-20,10-100,100-1000ul	02 each	10,000/-	
8.	Water Purification System for molecular grade water	01	30,000/-	

Interested eligible manufacturer/supplier may obtain further information in respect of documents at the office and address given above. A complete set of tender documents in Two Bid System for all items, may be obtained by any interested eligible Manufacturer/Supplier from the office of the PROJECT DIRECTOR, INTEGRATED DISEASE SURVEILLANCE PROGRAMME AND DIRECTOR, 2nd FLOOR, NEW BUILDING, NATIONAL CENTRE FOR DISEASE CONTROL, 22-SHAM NATH MARG, DELHI-54 from 20-09-2016 from 11:00 AM to 3:00 PM on submission of Demand Draft of Rs.500/- on all working days except Saturday & Sunday till 03-11-2016. Tender document can be down-loaded from the website www.ncdc.nic.in, www.mohfw.nic.in & www.idsp.nic.in and demand draft of Rs. 500/- for each group along with EMD can be enclosed with tender.

All tenders from tenderer, who are not registered with the Ministry of Health & Family Welfare/ DGHS/ MSO/ DGS&D/ NSIC, must be accompanied by a **Bid Security/Earnest Money Deposit (mentioned against each item)** in the shape of MICR Bonds/Bank Guarantee/Bank Drafts/Order. Tender submitted without Earnest Money (Except for the condition mentioned above) will be considered as non-responsive. The Earnest money should be enclosed in the name of **DIRECTOR, NATIONAL CENTRE FOR DISEASE CONTROL, 22-SHAM NATH MARG, DELHI-110054** and must be delivered to the above office on or before the date and time with the tender submitted. All other details are there in the tender document. The firm must enclose documentary evidence to prove that they are registered with D.G.H.S., MOH&FW/DGS&D and NSIC registration for particular store must be attached for acceptance of tender, if valid on date of opening. EMD can be given in the form of Bank Guarantee, valid for Bid validity period.

The bid/tender prepared by the bidder/tenderer and all correspondence and documents relating to bid/tender exchanged by the bidder/tenderer and the purchaser shall be written in English language.

Any literature in any other language so long as accompanied by an English translation of its pertinent passages/for purposes of interpretation of the bid/ the English translation shall govern.

Tender will be opened in the presence of tenderer representative who choose to attend the tender opening at the date/time and address mentioned above. The firms must ensure that if the tenders are sent through registered./speed post, these must be delivered before the due date. Institution will not take any responsibility for any postal delay and tenders received after due date/time will not be accepted. The purchaser will grant a margin of preference to the goods manufactured indigenously in accordance with the procedure outlined in the bidding documents. Sealed Tenders in two bid for each clearly mentioning number/name of Serial number and name of firm may be submitted to office of Integrated Disease Surveillance Programme till **03-11-2016 up to 11.00 AM.**

The inner and outer envelopes shall be:

- (i) Addressed to the purchaser at the following address:
The Project Director,
Integrated Disease Surveillance Programme and Director,
NATIONAL CENTRE FOR DISEASE CONTROL,
22. Sham Nath Marg. Delhi-11054.
- (ii) Bear the Invitation for Bid/Tender (IFB) number and the words “DO NOT OPEN BEFORE 11.30 AM, 03-11-2016”.

The inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late”. If the outer envelope is not sealed and marked as required, the purchaser will assume no responsibility for the bid’s misplacement or premature opening.

It is the responsibility of the tenderer to see that the completed tender documents are dropped in the Tender Box kept in office of Integrated Disease Surveillance Programme by the time and date stipulated for opening of tender, failing which the bid would be considered late and rejected. Mere handing over the tender documents in office of Integrated Disease surveillance Programme or at any other counter/room/ section or person cannot be considered as submission of bid and shall not be entertained. The firms must ensure that besides all these terms and conditions mentioned in the tender documents, the following documents must be submitted in the chronological order (strict compliance) to avoid rejection of tenders.

- (i) Forwarding letter clearly mentioning the authorized signatory, total number of pages, the model quoted, foreign principal (if feasible), detail of draft attached, bid validity undertaking of 06 months, which can be extended on mutual consent.
- (ii) Earnest Money Deposit if the firm is not registered with the Ministry of Health & Family Welfare/ DGHS/ MSO/ DGS&D/ NSIC for the product quoted, (it should be attached after forwarding letter).
- (iii) Letter of authorization (Indian/Foreign Principal) if the manufacturer is not quoting the tender in the Performa given in the tender document, addressed to **THE PROJECT**

DIRECTOR, INTEGRATED DISEASE SURVEILLANCE PROGRAMME AND DIRECTOR, NATIONAL CENTRE FOR DISEASE CONTROL, 22-SHAM NATH MARG, DELHI-110054 and must be proper and complete in all aspects, otherwise tender will not be considered.

- (iv) 5 years comprehensive warranty from the date of Installation (No conditional warranty shall be accepted and it must be including all spares) and subsequently 5 years Comprehensive Annual Maintenance Contract (including all spares) prices must be quoted by the manufacturer/firm (the firm must give this certificate along with the forwarding letter that the same has been offered (Warranty/CAMC) with the equipment quoted for). The manufacturer must endorse warranty clause.
- (v) Latest and valid VAT/PAN/TAN
- (vi) Undertaking duly signed and stamped on the letter-pad of the firm and complete. Validity of the bid must be clearly mentioned. The bid/tender valid for a shorter period shall be rejected by the purchaser as non-responsive.
- (vii) Users list with satisfactory report.
- (viii) It must be clearly mentioned in the tender against each item, whether the firm is the manufacturer or the authorized agent for the same. If no make or brand name is mentioned or clarified in the tender regarding manufacturer(s) own quotation or quoted by the authorized agent, the quotation shall be rejected by the purchaser as non-responsive.

The above mentioned chronological order must be adhered to for smooth scrutiny of tender documents. Non-submission of any document shall make the bid no-responsive and no post tender communication will be done except for STCC & users list, that too, if the said documents are proper and some clarification is required.

1. Tender documents can be downloaded from 20-09-2016, 11:00 AM to 3:00 PM on all working days except Saturday & Sunday.
2. Receipt of tenders till 03-11-2016 up to 11:00 AM.
3. Closing of tender box at 11:00 AM on 03-11-2016.
4. Opening of tender box at 11:30 AM on 03-11-2016 in convocation Hall.

The Project Director, Integrated Disease Surveillance Programme and Director, NATIONAL CENTRE FOR DISEASE CONTROL reserves the right to reject any tender in part or all the tenders without assigning any reason, whatsoever. Before dropping the tender in Tender Box, an entry to be made in the register kept near tender box by concerned section.

**PROJECT DIRECTOR,
INTEGRATED DISEASE SURVEILLANCE PROGRAMME AND
DIRECTOR, NCDC, DELHI**

Government of India
Integrated Disease Surveillance Programme
National Centre for Disease Control
(Directorate General of Health Services)
22, Sham Nath Marg, Delhi-110054

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TERMS & CONDITIONS AND INSTRUCTIONS TO THE TENDERER/BIDDER

1. Sealed Quotations/tender super scribed “Tender for ____ No. ____)” are invited for the detailed in the Schedule (attached herewith) to the National Institute of Communicable Diseases, 22, Sham Nath Marg, Delhi-54 during the period.
2. The tenderer/bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.
3. The tender is to be submitted along with duly signed Terms & Conditions & IFB in a sealed cover which must be clearly marked with the Group Number and the due date for its opening. The cover should be addressed to The Project Director, Integrated Disease Surveillance Programme and Director, National Centre for Disease Control, 22, Sham Nath Marg, Delhi-110054.
4. The bid shall contain no interlineations. Erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
5. Each tenderer is entitled to submit only one tender wherein he can, if necessary indicate alternative quotation. In case where more than one tender in a specified group is submitted by him will be liable to rejection.
6. In the event of the space on the prescribed form being insufficient for the required purposes, additional page must be numbers of consecutively bear the tender number and be fully signed by the tenderer. In such cases reference to the additional pages must be made in the tender form.
7. The tender must reach this office strictly not later than **03.11.2016 till 11.00AM** & the bid must be received by the address specified & no later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.
8. It is the responsibility of the tenderers/bidders to see that the complete bidding documents, whether sent by post or by courier or by person are received by the time and date stipulated for receipt failing which the bid would be considered late and rejected.
9. Any bid received after the deadline for submission of bids prescribed will be rejected and/or returned unopened to the bidder.

The bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

10. No quotation / bid may be modified subsequent to the deadline for submission of bids.
11. Tender will be opened at the National Center for Disease Control, 22, Sham Nath Marg, Delhi-11054 at **11.30 AM on 03.11.2016** as per the date and time specified in tender notice in the presence of tenderer or their authorized representative present at that time.

The tenderer's/bidder's representatives, who choose to attend the tender / bid opening shall bring with them a letter of authority from the bidder on the letter head for having been authorized to be present at the time of opening of the bid. In the absence of such letter of authority the representatives will not be allowed to enter and/or to attend bid opening.

12. Any tender unaccompanied by Earnest Money shall be liable to rejection. Earnest Money will be forfeited in full if the tenderer withdraws / fails to supply his tender, after the tender has been accepted, or if he fails to furnish "Security Deposit" by the due date. The Earnest Money will be refunded to all the tenderer after the decision has been taken on their tenders by the competent authority.
13. All Stores shall be subject to inspection on receipt and purchaser shall have full discretion to accept or reject. Rejected supply should be removed within 15 days from date of intimation otherwise it will be disposed off in any manner deemed fit by the Institution.
14. The price charged for stores supplied to the Institution shall in no event exceed the lowest at which the tenderers sells the store to any other person. If during contract period tenderer reduces the Sales Price, he should notify the same to the Project Director, Integrated Disease Surveillance Programme and Director National Centre for disease Control, Delhi-110 054.
- 15(a) The tenderers must enclose official certificates from at-least three reputed Govt./Semi Govt./undertaking preferable Organizations that the said equipments is working satisfactorily in the past 1-3 years.
 - (b) The tenderers must also give an undertaking that they have sufficient service back-up along with competent service engineers for maintenance of the quoted equipments; and that they have service station in/or around Delhi, or at a place from where they can depute service engineers with the shortest possible time.
16. The conditions of the tenderer shall not be binding on this Institute.
17. Delivery schedule – For indigenous equipments quoted in Indian rupees as FOR, 6 weeks will be given from Notification of Award. However, for imported equipment to be procured by opening of Letter of Credit, 90 days will be given from Notification of Award.
18. **TENDER / BID PRICES:**

The bidder/tenderer shall indicate on the appropriate price schedule attached to these, the Unit Price and total bid/tender prices of goods It proposes to supply under the contract. Prices indicated on the price schedule shall be entered separately in the following manner:

A. For goods offered from within India:

(i) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-shore, as applicable, including customs, excise and any other duties and sales and other taxes already paid or payable.

(a) On the components and raw material used in the manufacture or assembly of the goods quoted ex-factory or (b) On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or offshore.

(ii) Any sales and other taxes/duties which will be payable on the goods in India if the contract is awarded.

(iii) Charges for inland transportation, insurance, etc., if required and other local costs incidental to delivery of the goods to their final destination and

(iv) The cost of incidental services.

B. For goods imported from abroad:

(i) The price of goods FOB/FAS port of shipment (FOB must be quoted for imported spares).

(ii) The price of goods quoted CIF port of entry in India-In quoting the prices, the bidder/tenderer shall use ocean transportation through Indian flag vessels of Indian origin or through vessels of shipping conference lines in which India is a member country, similarly, the bidder/tenderer may obtain insurance services from any nationalized insurance company In India.

(iii) Clearance for inland transportation Insurance (if required) and oilier local costs incidental charges to delivery of the goods from the port of entry to their final and

(iv) The cost of incidental services.

19. **Two Bid System**

Bidders shall submit their bids in two parts for all the items where tenders have been called under two bid system as follows:

A. Technical bids in duplicate consisting of technical details bringing out clearly in a separate sheet, the deviations in specification if any from that of “Technical Specification” and also clause-by-clause compliance of specifications along with the commercial terms and conditions and bid security / EMD (if applicable)

B. Price bids showing only item wise prices in a separate sealed cover inside the main cover.

C. It may be noted that when the main cover is opened on the date and time schedule for bid opening, only the technical bids will be opened and read out in public.

D. Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened before opening the price bids of others.

20. **Bid currencies**

A) The prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

B) Agents and service facilities in India:

If a foreign bidder/tenderer has engaged an agent in India, it will be required to give the following details in the bid.

(i) The name and address of the Indian agent with their permanent income tax number

(ii) What services the agent renders

C) Responsibility of Foreign Principal:

- (a) The foreign principal or their agent while quoting has to submit an undertaking that they will provide service/spares/accessories etc., to the purchaser for the next 10 (ten) years.
- (b) In case, the foreign principal changes his agent for India, an undertaking will have to be submitted by them that they will inform the purchaser about the award of dealership of new agent with address and telephone.

Note: The above clause should be strictly followed, without which bid/tender is liable to be treated as NON-RESPONSIVE and REJECTED.

21. Document establishing bidder's eligibility and qualifications:

- A. The documentary evidence of the bidder's qualifications to perform the contract if its bid/tender is accepted, shall establish to the purchaser's satisfaction:
 - (a) That, in the case of a bidder/tenderer offering to supply goods under the contract which the bidder/tenderer did not manufacture or otherwise produce, the bidder/tenderer has been duly authorized (as per authorization from in Enclosure-I) by the good's manufacturer or producer to supply the goods in India.
 - (b) That, in the case of a bidder/tenderer not doing business within India, the bidder/tenderer is or will be represented by an agent in India equipped and able to carry out the supplier's maintenance; repair and spare parts stocking obligations prescribed by the conditions of contract and/or Technical Specifications and
 - (c) The bidder/tenderer shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid/tender and its qualifications to perform the contract if its bid/tender is accepted.
 - (d) The documentary evidence of the bidder's eligibility to bid/tender shall establish to the purchaser's action that the bidder. At the time of submission of it's bid, is eligible.

22. **Period of validity of quotation/bid:**

- a) The quotations / Bids shall remain valid for 06 months after the date of bid/Tender opening prescribed by the purchaser, A bid/tender valid for a shorter period shall be rejected by the purchaser as non-responsive.
- b) In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid/tender validity. The request and the responses thereto shall be made in writing (or by cable or by telex). The bid/tender security provided under clause 15 shall also be suitably extended. A bidder/tenderer may refuse will not be required not permitted to modify its bid.

23. **Format and signing of bid**

- a. The bidder/tenderer shall prepare two copies of the bid, clearly making each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- b. The original and all copies of the bid/tender shall be typed or written in indelible ink and shall be signed by the bidder/tenderer or a person duly authorized to bind the bidder/tenderer to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or person's signing the bid.
- c. The bid/tender shall contain no inter lination, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

24. **Preliminary Examination**
- a. The purchaser will examine the bids to determine whether they are complete, whether any computational error have been made, whether required bid/tender security has been furnished, whether the documents have been properly signed, whether the bid/tender validity is as required and whether the bids are generally, in order.
 - b. Bids from agents without proper authorization from the manufacturers or on Principal's original Performa invoice with break-up of price shall be treated as non-responsive and shall be rejected.
 - c. Arithmetical errors will be rectified on the following basis. 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 price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid/tender will be rejected. If there is a discrepancy between the words and figures, the amount in words shall prevail.
 - d. Prior to the detailed evaluation purchaser will determine the substantial responsiveness of each bid/tender to the bidding documents. For purpose of these clauses, a substantially responsive bid/tender is one which, conforms to all the terms and conditions of the bidding documents without material deviations. The purchaser's determination of a bid's responsiveness is to base on the contents of the bid/tenderer by correction of the non-conformity.
 - e. A bid/tender determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder/tenderer by correction of the non-conformity.
 - f. The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice and affect the relative ranking of any bidder.
25. **Conversion to single currency**
- a. To facilitate evaluation and comparison, the purchase will convert all bid/tender prices expressed in the amounts in various currencies in which the bid/tender price is payable, to the Indian rupees at the B) Selling market rate of exchange established by the State Bank of India, New Delhi or the Bank of Baroda, New Delhi, for similar transactions as on the date of opening.
26. **Evaluation and comparison of bid ***
- a. The purchaser will technically evaluate all the quotations / bids previously determined to be responsive and compare the bids previously determined to be substantially responsive acceptable,
 - b. The purchaser's evaluation of a bid/tender will include and taken into account.
 - i) In the case of goods manufactured indigenously or goods of foreign origin already located in India, excise duty, sales tax and other similar taxes and duties, which will be payable on the goods if a contract is awarded to the bidder/tenderer and
 - ii) In case of goods of foreign origin offered from abroad, customs duties and other similar import duties/taxes, which will be payable on the goods if the contract is awarded to the bidder.

The purchaser's evaluation of a bid/tender will exclude and not taken into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the Technical specifications'

- c. The comparison shall be of F.O.R. delivery, installation and commissioning at consignee's end.
- d. The purchaser's evaluation of bid/tender will take into account, in addition to the bid/tender price and the price of incidental services, the following factors.
- e. Inland transportation, insurance and incidentals:
 - (i) Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the site. These costs incurred in India shall be quoted in India Rupees Bids offering goods of foreign origin from abroad shall quote for freight and insurance charges separately. This cost will be added to the bid/Tender price.
 - (ii) Maintenance services
It is mandatory for the bidder/tenderer to quote for Comprehensive Annual Maintenance and normal running of the equipment for a period of five years after the expiry of the standard guarantee/warranty period for Five years. This cost will be added to the bid/tender price. The evaluation of bids shall be quoted-prices (inclusive of Five years comprehensive warranty & five years maintenance charges, after expiry of warranty).
 - (iii) Cost of installation and commissioning:
 - (iv) Bidder may quote separately for installation and commissioning, if he chooses to do so. These costs incurred in India shall be quoted in Indian rupees. This cost will be added to the bid/tender price.
 - (v) Guarantee/warranty
Tenderer's/Bidder's bid/tender shall include guarantee/warranty including spares for a period of five years from the date of installation, commissioning and taking over of the equipment by the consignee. In case this element is quoted at extra cost, such cost will be added to the bid/tender price.

27. Award of Contract (Pre-qualification)

- a) Notwithstanding the 'Qualification Requirements' set out in terms & condition the purchaser will determine to the satisfaction whether the bidder/tenderer selected as having submitted the lowest evaluated responsive bid/tender is qualified to satisfactorily perform the contract.
- b) The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the purchaser deems necessary and appropriate,
- c) An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid/tender in which event the purchaser will proceed to the next lowest evaluated bid/tender to make a similar determination of the bidder's capabilities to perform satisfactorily.

28. **Award criteria**

- a) Subject to clause 29, the purchaser will award the contract to the successful bidder/tenderer whose bid/tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder/tenderer is determined to be qualified to perform the contract satisfactorily.

29. **Purchaser's right to vary quantities at time of award**

- a) The purchaser reserves the right at the time of award to increase or decrease the quantity of goods and services specified in the 'Schedule or requirements' without any change in prices or other terms and conditions.

30. **Purchaser's right to accept any bid/tender and to reject any or all bids**

- a) The purchaser reserves the right to accept or reject any bid/tender and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder/tenderer or bidders or any obligations to inform the affected bidder/tenderer of the grounds for the purchaser's action.

31. **Performance Security**

- a) Within 15 (fifteen) days after the purchaser's issue of notification of award, the supplier, who is not registered with the Ministry of Health & Family Welfare/DGHS/MSO/DGS&D/NSIC shall furnish performance security to the purchaser for an amount of 10% (ten-percent) of the contract value, valid up to 90 (ninety) days after the completion of performance obligations excluding warranty obligations. (Enclosure-II).
- b) The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting for the supplier's failure to complete its obligation under the contract.
- c) The performance security should be in the shape of Bank Guarantee/MICR bonds/drafts/order on scheduled bank.
- d) The performance security will be discharged by the purchaser and returned to supplier on completion of the supplier performance obligations excluding the warranty obligations under the contract.

32. **Spare parts**

- a) As specified in the contract Form, the supplier may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the supplier.
- b) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract.
- c) In the event of termination of production of the spare parts advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure

needed requirements and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

d) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare such as gaskets, plugs, washers, belts, etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order and establishment of letter of credit.

33. Warranty

a) The supplier warrants that the goods supplied under the contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or – workmanship (except insofar as the design or material is required by the purchaser is specifications) or from any act or omission of the supplier that may develop under normal use of the supplied goods in India, i.e. the counter of final destination.

b) The warranty shall remain valid for 60 (Sixty) months on the equipment or any portion thereof as the case may have been delivered to the final destination and installed, commissioned and taken over by the consignee to the entire satisfaction of , the purchaser.

c) The purchaser/indenter shall promptly notify the supplier in writing of any claim arising under this warranty.

d) Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall elicit over the replaced parts/goods at the time of their replacement. No claim, whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.

e) If the supplier, having been notified, fails to remedy the defects) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.

f) In case of goods of foreign origin offered from abroad, customs duties and other similar import duties/taxes, which will be payable on the goods if the contract is awarded to the bidder.

The purchaser's evaluation of a bid/tender will exclude and not take into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the Technical specifications'

g) The comparison shall be of F.O.R. delivery, installation and commissioning at consignee's end.

h) **Evaluation** The purchaser's evaluation of bid/tender will take into account, in addition to the bid/tender price and the price of incidental services, the following factors.

i) Inland transportation, insurance and incidentals:

a) Bidder shall quote separately for inland transportation, insurance and other incidentals' for delivery of goods to the site. These costs incurred in India shall be quoted in Indian Rupees Bids offering goods of foreign origin from abroad shall quote for freight and insurance charges separately. This cost will be added to the bid/tender price.

b) Maintenance services

c) It is mandatory for the bidder/tenderer to quote for maintenance and normal running of the equipment for five years. Bidder shall also quote for annual

maintenance charges for a period of five years after the expiry of the standard guarantee/warranty period for five years. This cost will be added to the bid/tender price. The evaluation of bids shall be quoted-prices (inclusive of five years comprehensive warranty & five years maintenance charges after expiry of warranty).

- j) Cost of installation and commissioning:
- a) Bidder may quote separately for installation and commissioning, if he chooses to do so. These costs incurred in India shall be quoted in Indian rupees. This cost will be added to the bid/tender price.
- k) Guarantee/Warranty
- A. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or -workmanship (except insofar as the design or material is required by the purchaser is specifications) or from any act or omission of the supplier that may develop under normal use of the supplied goods in India, i.e. the counter of final destination.
 - B. The warranty shall remain valid for Five years on the equipment or any portion thereof as the case may have been delivered to the final destination and installed, commissioned and take over by the consignee to the entire satisfaction of, the purchaser.
 - C. The purchaser/indenter shall promptly notify the supplier in writing of any claim arising under this warranty.
 - D. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall elicit over the replaced parts/goods at the time of their replacement. No claim, whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
 - E. If the supplier, having been notified, fails to remedy the defects) within a reasonable period, the purchaser may proceed to take such remedial action as May be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.
 - F. The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced parts.
 - G. Comprehensive, round the clock CAMC (inclusive of spare parts) for minimum 5 years must be quoted separately after a warranty period of 3 years is over.

34. **Payments**

- A. Payment for imported goods Payment of foreign currency portion shall be made in the currency specified in the contract in the following manner:
 - a. Letter of credit will be opened for 90% of the F.O.B. prices.
On shipment: 90% of the F.O.B. price shall be paid through irrevocable letter of credit (Seight Letter of Credit) established in favour of the foreign supplier through Bank of Baroda in the supplier's country, on submission of documents asked for,
 - b. On final Acceptance
10% of the remaining contract price of goods received shall be paid on receipt of goods & its installation & commissioning. This amount will be payable in Indian rupees & a

performance guarantee for the like amount valid for the period of guarantee/warranty in the Performa given in the **Enclosure III** from any schedule bank.

B. Payment for domestic goods and services: Payment for domestic goods and services shall be made in Indian rupees in the following manner.

C. 100% of the contract/supply order price shall be paid through the paying authority specified in the supply order on receipt, installation & commissioning (wherever installation of commissioning is required) and a performance guarantee for the 10% of the contract/supply order price valid for the period of guarantee/warranty in the Performa given in the **enclosure-III**. In case Agency Commission is fixed as per DGS&D Registration for said item, _ then it will be paid accordingly. However, 10% of supply order cost as Performance Guarantee for warranty guarantee period, if required. Performa shall be given by Indian Agent.

35. Liquidated damages

A. For delays Subject to, other clauses, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods unperformed services for each week of delay or part of thereof until actual delivery or performance up to a maximum deduction of 10 (ten) percent of the delayed goods or services contract price. However, the purchaser may consider termination of the contract or emergency purchases once the time specified is over.

B. For shortfall in equipment performance
Recovery shall be made from the supplier for not meeting the guaranteed performance/productivity of the equipment during actual testing as detailed in "Technical Specifications". A sum equivalent to one percent of the cost of the equipment for each unit of shortfall in the guaranteed performance productivity where applicable.

C. Return of rejected stores of suppliers

a) The firm will take back the rejected stores from the deposits/consignees place and replace with fresh stock duly inspected within a reasonable period stipulated in the notice issued to the firm at their own cost up to the consignees or depots upon payment of testing charges, etc. The rejected stocks will be handed over by the deposit or consignees to the firm and payment of cost of the rejected stocks by the firm to the consignee. Failure of the firm may amount to the breach of contract on the part of the firm & firm shall be liable for recovery of consequent damages besides other remedies and rights available to the purchaser.

b) Penalty clause

If the firm fails to deliver any or all of goods or perform the services within the lime period specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages to 0.5 percent of the delivered price of the delayed goods or unperformed services for each week or delay or part there of until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price. The purchaser may consider termination of the contract seeing its urgency.

D. TAXES & DUTIES

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fee and other such levies imposed outside India.

local, supplier shall be entirely responsible for all taxes, duties, license-fee, etc. incurred until delivery of the contracted goods to the purchaser. However, sales tax (11.0t surcharge in lieu of sales tax) in respect of the transaction between the purchaser (and the supplier shall be payable extra by the purchaser, if so stipulated in the notification of award/contract.

36. VAT/PAN: Copy of number allotted should also be submitted.

**PROJECT DIRECTOR,
INTEGRATED DISEASE SURVEILLANCE PROGRAMME AND
DIRECTOR, NCDC, DELHI**

Encls. :

- I Manufacturer's Authorization Form
- II Performance Security Form (Bank Guarantee)
- III Performance Bond (Bank Guarantee) or FD or Bank Draft
- IV Bid Security Form (if given as Bank Guarantee) or FD or Bank Draft
- V Undertaking
- VI. Price Profoma
- VII. Specifications

MANUFACTURERS' AUTHORISATION FORM

To,
The Director,
National Centre for Disease Control,
22-Sham Nath Marg,
Delhi -110054.

Dear Sir,

IFB No. /Tender No.

We.....who are established and reputable manufacturers of Having factories at.....and.....hereby, authorize M/s (Name and address of agents) to bid, negotiate and conclude the contract with you against IFB No.....for the above goods manufactured by us.

No company or firm or individual other than M/s..... Are authorized to bid, negotiate and conclude the contract in regard to this business against this specific IFB/IFB as also for all business in the entire territory of India.

An agency commission of..... % included in the gross ex-work price is payable to M/s.....

We hereby extend our full guarantee and warranty as per terms & conditions of contract for the goods offered for supply against this invitation for bid by the above firm.

Our other responsibilities include:

- (i)
- (ii)

(Specify here-in detail manufacturer's responsibilities)

The services to be rendered by M/s..... are as under:

- (i)
- (ii)

(here specify the services to be rendered by the agent)

Yours' faithfully
For and on behalf of M/s.....(Name).....
(Name of manufacturers)

Note: This letter of authorization should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarised power of attorney should also be furnished.

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To
The President of India

WHEREAS.....

.....
(Name and address of the supplier) hereinafter called "the supplier") has undertaken, in pursuance of contract No..... dated..... 2016 to supply) description of goods and services (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

.....
(amount of guarantee in words and figures). Such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your First written demand declaring the supplier to be in default under the contract and without civil or argument, any sum or sums within the limits of (amount of guarantee) aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the date of issue of the "Acceptance Certificate" issued by the purchaser's representative.

Signature and seal of the –guarantor

Place:

Date:

Enclosure-III

PERFORMANCE BOND (BANK GUARANTEE)

In consideration for the president of India, acting through the Director, NCDC, (hereinafter called the purchaser) having agreed to release the 100% payment of net FOB price under the terms and conditions of a concluded contract No.....dated.....(hereinafter called the contract) for supply of(herein-after called the goods and services) to M/s..... (here in after called the supplier) on submission of a bank guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We..... (hereinafter called the bank) at the request of the supplier do, as primary obligator and not merely as surety, hereby irrevocably unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason, of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and renditions contained in the said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee-shall be restricted to an amount not exceeding.....

We, the bank, undertake to pay to the purchaser any amount so demanded, by the purchaser Notwithstanding.

- a) Any dispute or difference between the supplier or any person or any. suit or proceeding pending before any court or tribunal or arbitrator relating thereto or
- b) The invalidity, irregularity or unenforceability or the contract or

Any other circumstances which might otherwise constitute discharges of guarantee including any actor omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee here in contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Director, NCDC/DGHS/Department of Health/Ministry of Health and Family Welfare certifies that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations

of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights, or remedies of any kind in respect of any such payments performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise however. We, the bank will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank, further agree with the purchaser that the purchaser shall have the fullest liberty without or consent and without affecting in any manner out obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time arid of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the condition of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Signature & Seal of the Bank

Place:

Date:

Enclosure-IV

BID SECURITY FORM (if given as Bank Guarantee)

Whereas(name of bidder) (hereinafter called “the bidder”) has submitted his bid dated..... (date) for the supply of (hereinafter called “the bid”).

KNOW ALL MEN by these presents that we Ofhaving registered office at (hereinafter called “the bank”) are bound unto the President of India (hereinafter called “the purchaser”) in the sum of 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.....day of, 20.....

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form 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 execute the contract form, if required or
 - b. fails or refuses to furnish the performance security, in accordance with the instructions to bidders,

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, Owill.g to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 (sixty) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank

SEAL

Date.....

Place.....

Witness

.....

.....

(Signature, Name & Address)

UNDER-TAKING

1. The undersigned, certify that I have gone through the terms and conditions mentioned above and undertake to comply with them. The rates, quoted by me are valid and binding on me for acceptance for 180 days from the date of opening of tender.
2. The undersigned, hereby bind himself to supply to Dean, MKCG Medical College, IDSP Lab. Berahampur, Odisha PIN 760004, under direction of The Director, National Centre for Disease Control, New Delhi during the year 2016-2017 the articles shown in the appendix. here to annexed at the rates specified against them.
3. That the articles shall be of the best quality and as per the requirements of the Institution. The decision of the Director, National Centre for Disease Control, New Delhi as regards the quality and kill.d of the articles shall be final and bindil.g on me.
4. I agree to supply any articles in the appendix. upto and over above the quantity specified, if required.
5. The earnest money deposited by me in the form of MICR bank Draft/Order of a scheduled bank pledged on the name of the Director, National Centre for Disease Control, New Delhi and payable at Delhi/New Delhi is attached herewith an shall remain in the custody of the officer till the decision of officer as to the acceptance of the tender is known.
6. The said officer shall not be bound to take all or any of the articles enumerated in the appendix in full or even in part of the estimated quantity.
7. I agree that in case of failure to supply the material for which a supply order will be placed upon me within the stipulated date of delivery, the Institution can go for purchase of the same at my risk.
8. I will submit the sample as and when required within the stipulated period and in case I fail to do so, the Institute shall forfeit the earnest money deposited by me.
9. he conditions herein contained shall form part of and shall...be taken as If they are included in the agreement to be entered into or treated as agreement itself at the discretion of the Director, National Centre for Disease Control, New Delhi.
10. I shall execute an agreement on stamped paper of Rs.50/- (Rs. Fifty Only) In case my Tender is accepted and if I am asked to act so. An agreement will be executed by me within 7 days of the Intimation of acceptance of rate of the tender Groups.
11. The said officer shall be, deemed If necessary, to change any article on its being found to be of inferior quality, it shall be replaced by me in time to prevent in convenience.
12. I undertake, that the prices quoted by me are lowest and I have not quoted any price lower than this anywhere in India.

Signature & Address of the Tenderer with Rubber Stamp
Phone No.

Price Performa

Group & S.No.	Description	Quantity	Unit Price	Total Price
1.	Deep Freezer –20 degree C	01		
2.	Deep Freezer -80 Degree C	01		
3.	Laboratory type Refrigerator	01		
4.	High Speed Micro Centrifuge	01		
5.	Real Time PCR System	01		
6.	Bio Safety Cabinet Cl II -A2	01		
7.	Micropipettes 0.1-20, 10-100, 100-1000ul	02 each		
8.	Water Purification System for molecular grade water	01		
9.	Taxes & other charges as applicable			
10.	CAMC year wise			

As per the specifications attached.

The Material is to be supplied at: MKCG Medical College, Berahampur, 760004, Odisha

Enclosure VII

SPECIFICATIONS

Bio-safety Cabinet (Class II- A2)

Technical Specifications -

1. Should be Microprocessor controlled & floor model
2. It should have ON/OFF key
3. The working area should be made of heavy stainless steel with internal dimensions of 3-4ft x 2-2.5ft x 2-2.5 ft with shutter opening , along with a spillage trough, below working table having drain cock
4. It should have 4 inches in depth front perforated area and non perforated rear area.
5. Front door should be made of polycarbonate/toughened glass
6. Working area should have ≥ 800 lux illumination,
7. Air flow should be vertical
8. Noise level should be less than 58db
9. HEPA filters should be minipleat with 99.99% efficiency for 0.22 μ -0.3 μ m. Filters should be single piece
10. Should have pressure monitor with gauge and indicator to indicate pressure drop across HEPA filters
11. Automated speed compensation system against clogged main HEPA filters
12. UV lamp should be in working zone and placed in a way that operator cannot see directly i.e. eyes should always protected, with elapsed hour counter
13. Should have current leakage circuit breaker
14. Should have audible alarm in case of power failure and if the negative pressure goes beyond limit to stop the supply air
15. Should have DOP port
16. Have enough leg space below cabinet for comfortable working
17. Unit should be capable of operating at ambient temp. of 20-30 degree and max. relative humidity of 80%
18. Power input to be 220-240 VAC, 50 Hz fitted with Indian plug
19. Compatible online UPS with maintenance free batteries for minimum 30 minutes back up should be supplied with the system.
20. Comprehensive training for lab staff and support services till familiarity with the system
21. Thimble connection with extra duct for connecting exhaust outside the room.
22. Installation, validation and performance demonstration should be carried out on site with all tests like velocity particle count etc.

General Specifications -

1. Should be ETL /CE certified
2. User/Technical/Maintenance manuals in English to be supplied
3. Five years comprehensive warranty with spares from the date of installation with additional five years CMC quoted in the financial bid
4. Attach original manufacturer's product catalogue and specification sheet. Photocopy / computer print will not be accepted. All technical data to be supported with original product data sheet
5. Satisfactory working of quoted model from institutes of repute.

Deep Freezer -80°C

Technical Specifications-

1. General: Vertical type with 3-4 multiple compartments with individual insulated doors
2. Exterior: Strong , moulded, chemical resistant, epoxy covered metallic external case
3. Interior: Chemical resistant ,stainless steel with rounded corners for easy cleaning
4. Lock: Door lock
5. Display: Microprocessor based
 - a. Digital temp. control and LED door display system of set and actual temperature technology
 - b. Temp thermostat regulator, indicator lamp and recording facility
6. Alarm: Audible and visual alarm for high/low temperature, High/low voltage, Over heated condenser with push button alarm reset/stop and adjustable alarm set point
7. Capacity:1000-1200lt
8. Temperature range :-40° to -90°,Accuracy $\pm 1^{\circ}\text{C}$
9. Should have inbuilt voltage stabilizer
10. Dual compressor
11. Non CFC/HCFCs refrigerant
12. Power input to be 220-240 VAC, 50 Hz fitted with Indian plug
13. Wheels: Caster moving wheels with stopper for easy movement
14. Accessories: Stainless steel storage boxes to fit the shelf compartments
14. Operation: Capable of operating at ambient tem.20-30°C and maximum relative humidity of 80%

General Specifications -

1. Should be ETL /CE certified
2. User/Technical/Maintenance manuals in English to be supplied
3. Five years comprehensive warranty with spares from the date of installation with additional five years CMC quoted in the financial bid
4. Attach original manufacturer's product catalogue and specification sheet. Photocopy / computer print will not be accepted. All technical data to be supported with original product data sheet
5. Satisfactory working of quoted model from institutes of repute.

Deep Freezer -20°C

Technical Specifications

1. General: Vertical type with 3-4 multiple compartments with individual insulated door
2. Exterior: Strong ,moulded, chemical resistant, epoxy covered metallic external case
3. Interior: Chemical resistant ,stainless steel with rounded corners for easy cleaning
4. Lock: Door lock
5. Display: Microprocessor based
 - a. Digital temp. control and LED door display system of set and actual temperature technology
 - b. Temp thermostat regulator, indicator lamp and recording facility
6. Alarm: Audible and visual alarm for higher/low temperature, High/low voltage, Over heated condenser with push button alarm reset/stop and adjustable alarm set point
7. Capacity:500-750lt
8. Temperature range :-8° to -20°,Accuracy $\pm 1^{\circ}\text{C}$
9. Should have inbuilt voltage stabilizer
10. Dual compressor
11. Non CFC/HCFCs refrigerant
12. Power input to be 220-240 VAC, 50 Hz fitted with Indian plug
13. Wheels: Caster moving wheels with stopper for easy movement
14. Operation: Capable of operating at ambient tem.20-30°C and maximum relative humidity of 80%

General Specifications -

1. Should be ETL /CE certified
2. User/Technical/Maintenance manuals in English to be supplied
3. Five years comprehensive warranty with spares from the date of installation with additional five years CMC quoted in the financial bid
4. Attach original manufacturer's product catalogue and specification sheet. Photocopy / computer print will not be accepted. All technical data to be supported with original product data sheet
5. Satisfactory working of quoted model from institutes of repute.

Real Time PCR Machine

Technical Specifications

A) HARDWARE:

1. It should be an Open system not Closed system.
2. Peltier based automated for both real time and post PCR analysis
3. should have 96 well sample block of 0.2ml capacity
4. Should complete 40 cycle in 2 hours.
5. Should have temp. range of 4°-100°c
6. should have pear block ramp rate for heating as well as cooling exceeding 4.5°c or more
7. The system should cover 20- 50µl reaction volume completely, can run template from different source simultaneously
8. Should have five filter wheel from wavelength from 515-700 nm.
9. Should be pre calibrated for at least 6-8 dyes at the time of installation. Addition of new dyes possible without hard ware change
10. multiplexing for 5 dyes
11. Sample loading door design: Easy for 96 well plate, 0.2 ml strip or individual well
12. Excitation source: LED or Tungsten halogen or high intensity Xenon lamp
13. Data collection: From all filters from all wells regardless of plate set up. Software should allow reanalysis of data so that data is never lost
14. Compatible consumable: 0.2 ml 96 well plate, individual tube, 8 tube strip
15. Passive dye : For normalization of reaction due to non PCR related fluctuations by using any calibrated dye

B) SOFTWARE:-

1. Dedicated licensed full version software for primer and probe must be included in the supply
2. System should come along with licensed high resolution melting curve analysis software
3. The instrument should have software that can analyze multiple perspective in the multiple plot view, with side by side view of all data aspects including amplification plot, standard curve, multi-component data plot and raw data.
4. Software for absolute quantitation, Relative quantitation, multiplex PCR, allelic discrimination (SNP), as well as pathogen detection and plus minus assay using internal control.

C) Other Requirements:-

1. System should come along with LED for system control, analysis, net-working of multiple systems.
2. USB port for data export to power point, excel or JPG file formats
3. System should be open to support all real time PCR chemistry like Taq Man, Syber green, molecular Beacons etc.
4. Compatible UPS with maintenance free batteries for 3 hours back up should be provided
5. On site demonstration and comprehensive training should be provided
6. Power in put to be 220-240VAC, 50Hz fitted with Indian plug
7. Should work at ambient temperature 25-30°C and relative maximum humidity of 80%

General Specifications:

1. User/Technical/Maintenance manuals in English to be supplied
2. Power input to be 220-240 VAC, 50 Hz fitted with Indian plug
3. Five years comprehensive warranty with spares from the date of installation with additional five years CMC quoted in the financial bid
4. Attach original manufacturer's product catalogue and specification sheet. Photocopy / computer print will not be accepted. All technical data to be supported with original product data sheet
5. Satisfactory working of quoted model from institutes of repute

Refrigerated Table top Micro Centrifuge

Technical Specifications:-

1. Maximum capacity 24x1.5 ml tubes
2. Max Speed (rpm)-14,500
3. Temperature range: -9°C to +40°C
4. Sample temperature: $\leq 4^{\circ}\text{C}$ @ max Speed
5. Simple programming with 35 programs memory with write protection
6. Automatic rotor recognition with speed limitation for maximum safety
7. Automatic imbalance detection and cutoff
8. Speed setting possible in RPM, quick run
9. Motorized lid latch
10. Fast precooling
11. Standby cooling for maintaining temperature when not in use
12. Built in condensate drain
13. Display shows speed in RPM, time and temperature
14. Drive System- Brushless Induction
15. Braking / Accel Curves- 9/9
16. 10 different acceleration and braking ramps for sensitive sample material
17. Max Noise Level- <60dB
18. Electrical – Power in put to be 220-240VACfitted with Indian plug
19. Operation: Capable of operating at ambient tem.20-35°C and maximum relative humidity of 80%
20. Comprehensive training for lab staff and support services till familiarity with the system

General Specifications

1. Should be ETL /CE certified
2. User/Technical/Maintenance manuals in English to be supplied
3. Five years comprehensive warranty with spares from the date of installation with additional five years CMC quoted in the financial bid
4. Attach original manufacturer's product catalogue and specification sheet. Photocopy / computer print will not be accepted. All technical data to be supported with original product data sheet
5. Satisfactory working of quoted model from institutes of repute

Micro pipettes

Technical Specifications

1. Capacity 10-100 μ l
2. Capacity 100-1000 μ l
3. Capacity 0.1-20 ul
4. Suitable for all brands of tips
5. Adjustable for variable volume
6. Offer high accuracy and precision
7. With tip ejector mechanism
8. Made of corrosion proof material
9. Fully autoclavable at 121degree c

General Specifications

1. Should be ETL /CE certified
2. User/Technical/Maintenance manuals in English to be supplied
3. Two years comprehensive warranty with extended two years CMC
4. Certificate of calibration and inspection from factory
5. Half yearly calibration.
6. Attach original manufacturer's product catalogue and specification sheet. Photocopy / computer print will not be accepted. All technical data to be supported with original product data sheet

Water purification system for Molecular grade water

Technical Specifications

1. Bench top model
2. Attached to pre- filter to take care of fluctuating quantity and quality of supply line water.
3. To improve quality of feed water other equipments/system may be attached if such a need arise.
4. Should generate triple d/w grade water purest grade ultra-filtered water (with 0.22 μ m), with the following features:
 - i. Resistivity 18.2 Mega Ohms-cm at 25 degree celsius.
 - ii. Pyrogen level <0.001 Eu/ml
 - iii. UV absorbance at 254 nm <0.0001AU
 - iv. Microorganism <1 cfu/ml
 - v. TOC preferably 1-5ppb
5. Equipment should have certain built in feature to check/ monitor its functional.
6. It should comprise of
 - a. Pyrogard 5000 capillary
 - b. fibre filtration.
 - c. Built in Q guard purification pack.
2. Ultra filtration (0.2 μ m) final purification stage
3. RS 232 port and memory strip preferably
4. Supported with pre-filtered other system, accessories, sanitary fittings etc complete in all respect so that it can be installed by company service engineer.
5. Equipment should have digital display of resistivity and other water quality measurements.
6. Electrical power input 220V-240V with suitable Indian Plug
7. Comprehensive training for lab staff and support services till familiarity with the system

General Specifications

1. Should be ETL /CE certified
2. User/Technical/Maintenance manuals in English to be supplied
3. Five years comprehensive warranty with spares from the date of installation with additional five years CMC quoted in the financial bid
4. Attach original manufacturer's product catalogue and specification sheet. Photocopy / computer print will not be accepted. All technical data to be supported with original product data sheet
5. Satisfactory working of quoted model from institutes of repute

Lab Refrigerator (2 - 8 Degree Celsius)

Technical specifications-

1. Capacity (as per requirement) 350-400 Litres
2. CFC free refrigerant gas
3. Temperature 2-8 Degree Celsius
4. Preferably roller mounted
5. Adjustable shelves (4 in Nos.)
6. In built Voltage stabilizer 150-250V
7. Durable rust free resistant exterior
8. Durable unbreakable interior
9. Control panel with temperature alarm on/off switch and digital thermometer power on indicator
10. Interior lighting
11. Adequate circulation of air to ensure even cooling by duct system
12. Door with lock
13. Operable at input voltage of 220-240 V 50 Hz with Indian plug

General Specifications -

6. Should be ETL /CE certified
7. User/Technical/Maintenance manuals in English to be supplied
8. Five years comprehensive warranty with spares from the date of installation with additional five years CMC quoted in the financial bid
9. Attach original manufacturer's product catalogue and specification sheet. Photocopy / computer print will not be accepted. All technical data to be supported with original product data sheet
10. Satisfactory working of quoted model from institutes of repute.

Price Performa for one item

Sl. No	Description	Quantity	Unit Price	Total Price
1.	Real Time PCR System	01		
2.	Sales Tax/Vat/Challan			
3.	Excise Duty/& Incidental Charges			
4.	Service Tax			
5.	Inland Transport Charges			
6.	Total			
7.	Installation & Commissioning			
8.	CAMC Year Wise:			
I.	1 st Year			
II.	2 nd Year			
III.	3 rd Year			
IV.	4 th Year			
V.	5 th Year			
10.	Grant Total			

Note: Any Other charges not mentioned above, if applicable & not included in unit price, may be mentioned separately and added.