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ICMR – VECTOR CONTROL RESEARCH CENTRE
(AN AUTONOMOUS INSTITUTE UNDER GOVT. OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE)
INDIRA NAGAR, PUDUCHERRY-605 006.
INDIA
PHONE: 0413 – 2272199

BID DOCUMENT

NAME OF WORK: PROCUREMENT OF BENCHTOP FT-NMR
SPECTROMETER

Tender Inquiry No: ICMR-VCRC/Stores/E-Tender-07/2020

Tender published at Website
<https://eprocure.gov.in>

Email: vcrc.purchase@gmail.com
Website: www.vcrc.res.in

Tel. No: 0413 – 2272199


CPPP Helpline No: 1800-3070-2232, 0120-4200422, 0120- 4001002

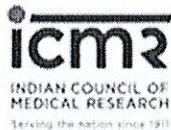

निदेशक / DIRECTOR

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Vector Control Research Centre
पुदुच्चेरी / Puducherry- 605 006.



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INDIA
PHONE: 0413 – 2272199

Notice Inviting E-Tender

Tender No: ICMR-VCRC/Stores/E-Tender-07/2020 ✓

Date: 18.03.2020

Electronic bids are invited through website <https://eprocure.gov.in> under two bid systems from eligible domestic bidders registered in India i.e. Original Equipment Manufacturers / Authorized Dealers / Authorized Distributors / Suppliers authorized by OEM for Procurement of Benchtop FT-NMR Spectrometer at ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006.

Critical Dates	
Date of Publishing	19.03.2020 – 15.30 Hours.
Bid Document Download Start Date (Online)	19.03.2020 – 15.30 Hours.
Bid Submission Start Date (Online)	19.03.2020 – 15.45 Hours.
Bid Submission End Date (Online)	08.04.2020– 15.45 Hours.
Date of Technical Bid Opening (Online)	15.04.2020– 11.00 Hours.
<i>Earnest Money Deposit – Rs.10,000/- (Ten thousand Only)</i>	
EMD should reach this office in the form of Demand Draft drawn in favor of Director, ICMR-VCRC, Puducherry on or before 08.04.2020– 15.45 Hours.	

Important Notes:

1. Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.
2. Only bids received on our e-tendering portal will be considered for opening. Bids in any physical form sent through fax/email/courier/post/delivered personally will not be considered.
3. ICMR-VCRC reserves the right to accept/reject any/all tenders in part/full without assigning any reason thereof.
4. ICMR-VCRC will not be responsible for any delay in enrollment or submission of the offer/uploading the offer on our e-tender portal for any reason whatsoever. Hence vendors are advised to register in our e-tendering website <https://eprocure.gov.in> & enroll their Digital Signature Certificate (Class – II or above) and upload their quotations well in advance to avoid last minute problems.
5. Any Addendum/Corrigendum date extension in respect of above tender shall be issued on our website www.vcrc.res.in and website <https://eprocure.gov.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.
6. For technical clarification contact 0413-2233262, email: cppp-support.py@gov.in

Place: Puducherry

Date : 18.03.2020

SENIOR ADMINISTRATIVE OFFICER


निदेशक / DIRECTOR
 आई.सी.एम.आर.-रोगवाहक नियंत्रण अनुसंधान केन्द्र
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GENERAL INSTRUCTIONS TO THE TENDERERS (GIT)

The Tender shall be submitted in accordance with these instructions and any tender not confirming the instructions as under is liable to be rejected. These instructions shall form the part of the tender and contract.

1. Definitions and Abbreviations:

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

1.2. Definitions:

- a. "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- b. "Tender" means Bids / Quotation / Tender received from a Firm / Bidder / Manufacturer.
- c. "Bidder" means Bidder / the Individual or Firm submitting Bids / Quotation / Tender.
- d. "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- e. "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- f. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- g. "Earnest Money Deposit" (EMD) means Bid Security / Monetary or Financial guarantee to be furnished by a bidder along with its tender.
- h. "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- i. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it.


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- j. "Consignee" means the user department of Institute to whom the goods are required to be delivered as specified in the contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as Ultimate Consignee.
- k. "Specifications" means the document/standard that prescribes the requirement with which goods or service has to conform.
- l. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- m. "Day" means calendar day.

1.3. **Abbreviations:**

- a. "TE Document" means Tender Enquiry Document
- b. "NIT" means Notice Inviting Tenders
- c. "GIT" means General Instructions for Tenderer
- d. "SIT" means Special Instructions for Tenderer
- e. "GCC" means General Conditions of Contract
- f. "FOB" means Free on Board
- g. "F.O.R" means Free on Rail
- h. "LC" means Letter of Credit
- i. "AMC" means Annual Maintenance Contract
- j. "PSU" means Public Sector Unit
- k. "BG" means Bank Guarantee
- l. "CIF" means Cost, Insurance and Freight
- m. "CIP" means Carriage and Insurance
- n. "VCRC" means Vector Control Research Centre, Puducherry – 605 006
- o. "CMC" means Comprehensive Maintenance Contract (Including all spares, labour and preventive maintenance)
- p. "RT" means Re-Tender
- q. "CA" means Chartered Accountant

- r. "JV" means Joint Ventures
- s. "MOU" means Memorandum of Understanding
- t. "CPP" means Central Procurement Portal
- u. "GFR" means General Financial Rules
- v. "CBI" means Central Bureau of Investigation
- w. "BOQ" means Bill of Quantities
- x. "OEM" means Original Equipment Manufacturer

2. Introduction:

- 2.1. The Purchaser has issued these tender enquiry documents for purchase of goods and related services which also indicates, inter alia, the required delivery schedule, terms and place of delivery.
- 2.2. The Bidder should carefully read Requirements & Scope of work, General & Special conditions of contract and all other documents in connection with the Bid. The Bidder shall quote his rates, keeping all above points in mind.
- 2.3. Those Bidders whose near relatives are posted as Accountant or as a Gazetted Officer in any capacity at ICMR-VCRC are not permitted to Bid. The prospective Bidder shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him, who are near relative to any Gazetted Officer in the ICMR-VCRC. Any breach of this condition by the bidder shall render him ineligible. By the term 'near relative', is meant wife, husband, parents & grand parents, children & grandchildren, brothers & Sisters, uncles, aunts & corresponding in laws.
- 2.4. The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc) in connection with the bid.
- 2.5. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Eligibility Criteria:

- 3.1. The bidder should be an Indian registered company engaged in respective area of works with minimum experience of 05 (Five) years. The bidder should have sufficient Infrastructure, technical expertise and financial strength to undertake the contract.
- 3.2. Minimum AVERAGE ANNUAL TURNOVER of Rs. 1 Crore in the last 3 financial years. (Balance sheet/CA certificate to be enclosed, duly supported by the income tax return for financial years 2016-17, 2017-18, 2018-19).
 - a. The **manufacturer** should have completed **at least three nos. installations** of the quoted items in Central/State Govt. Institutions /PSUs/Academic/Reputed institutions in India **in last three years from the last date of submission of tender**. The installations mentioned by the manufacturer in their offer must be functional and performance certificate after six months of installation for the same issued by the user concerned also be attached with the offer. *(Please enclose a certified copy)*

- b. List of Organizations/Customers dealt by them.
- c. Last Three year's copies of Income Tax Return Form and PAN number, as per Government Norms.
- d. Copy of Registration of Firm with CST/GST Nos.

NOTE:

- The work executed in the own name of the bidder only will be considered for similar works, to meet the Eligibility Criteria. JVs / Consortiums / MOUs shall not be considered.
- Tenderer should submit documents in support of Eligibility Criteria along with the tender/bid. No document in support of Eligibility Criteria will be accepted / entertained after opening of tender.
- Tenders/bids not meeting any of the above "Eligibility Criteria" shall be rejected.

4. The Bidder should be in existence for last 5 years in India.
5. For Online Bid Submission, as per the directives of Department of Expenditure, this tender document has been published on the Central Public procurement Portal(URL:<http://eprocure.gov.in/eprocure/app>).
6. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>

For Registration:

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.

7. The intending Tenderer, in case of Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Prime Manufacturers.The tenderer should also ensure that the Original manufacturer confirmed to extend the required warranty for the product (in addition to the tenderers' confirmation to the required warranty).The Tenderer shall enclose the copy of the same in the bid while submitting the tender.
8. Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract.
9. The item shall be complying to the specifications mentioned in **Annexure- I** of the tender and shall be of the latest technology, best quality and high standards.
10. Any optional Accessories/ Tooling, besides the standard items recommended for the better performance of the requested goods, if offered, must be provided with their full technical details including their use and advantage in a separate sheet with the tender documents. Warranty period

11. No extra payment shall be paid on account of any discrepancy in nomenclature of items.
12. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any Tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
13. Director, ICMR-VCRC, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
14. The Technical Committee constituted by the Director, ICMR-VCRC shall have the right to verify the particulars furnished by the bidder independently.
15. Tenderer shall take into account all costs including installation, cartage etc. for giving delivery of material at site i.e. ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006 before quoting the rates.
16. No claim for any extra payment for any reason shall be entertained.
17. The supply should be delivered at ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006 free of transport charges and the supplier shall be responsible for loss or damage during the transit of goods.
18. The material shall be inspected by Competent Authority, on receipt at site, ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006 and supplier shall be responsible for any damage during the transit of goods.
19. All the communication with respect to the tender shall be addressed to:

THE SENIOR ADMINISTRATIVE OFFICER
ICMR-Vector Control Research Centre
Indira Nagar
Puducherry 605 006

20. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Puducherry Court only.
21. At any time prior to the deadline for submission of Bids, the Employer may for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendment.
22. The amendment shall be part of the bid document and will be notified by the way of issuing Corrigendum through e-procurement portal and ICMR-VCRC website. Bidders are required to acknowledge receipt of any such amendment to the bid documents.
23. **The bid shall remain valid in all the respect up to 90 days from the date of opening of the Technical Bid, however the supply and installation should be completed within 60 days of award of contract.**

The bid shall be rejected if the documents are found false or fake. If at a later stage, the documents submitted are found false or fake, the Contract shall be terminated and performance


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bank guarantee will be forfeited. Also, the Contractor shall be fined as deemed appropriate by the employer for breach of trust.

24. Availability of Funds:

24.1. Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

25. Amendments to TE documents:

25.1. At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by him, modify the TE documents by issuing suitable amendment(s) to TE documents. The amendments will be published on website <https://eprocure.gov.in>

26. Language of the Bid:

All documents related to bid should preferably be in English language. The language for communications shall be English. Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by an English Translation. In such case, for purpose of interpretation of the Bid, the English translation shall prevail.

27. Filling of Bid:

1. All the rates and amount shall be quoted in whole denomination of the **Indian Rupee**.
2. No amount shall be paid to the Contractor for the item for which no rate or amount is quoted by the Bidder, but the contractor shall be bound to do that job/work free of cost (on zero amount).
3. The bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his bid for the works and of the rates & amount quoted in the schedules of works, which rates & amounts, shall, except as otherwise provided, cover all his obligations under the contract and all matters and thing necessary for the proper completion of the work as aforesaid in accordance with good practices and recognized principles.
4. In case of any bid where unit rate of any item appears unrealistic, such bid shall be considered unbalanced and non-responsive. The employer may ask for providing satisfactory explanation for such unrealistic quoted rate. If bidder is unable to provide satisfactory reply with supporting analysis of rates, the bid shall be rejected.
5. Each bidder shall submit only one bid for this work. A bidder who submits more than one bid for this work will attract disqualification and rejection of all of his bids.
6. The bidder shall not be under a declaration of in-eligibility for corrupt & fraudulent practices in any Government Department or organization in India or abroad.
7. The bid shall contain no interlineations, erasures or overwriting except corrections as necessary to correct the errors made by the Bidder, in which case such correction shall be initialed by the person/persons signing the offer. The bid shall be typewritten or handwritten in indelible ink and shall be signed by the bidder or authorized signatory. The bid shall contain no additions or alterations except those to comply with instructions specified by the employer.

28. Firm Price:

28.1. The price quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

28.2. The bidder shall complete the schedule of works as in BOQ.

29. Documents establishing good's Conformity to TE document:

29.1. The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the TE documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature. Failure to enclose the relevant documents as mentioned above will be summarily rejected.

29.2. IF REQUIRED THE TENDERERS MAY DEMONSTRATE THE QUOTED MODEL OF THE EQUIPMENT DURING THE TECHNICAL EVALUATION. IF REQUIRED, FAILING WHICH THEIR BIDS/OFFER SHALL BE REJECTED. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.

30. Tender Validity:

30.1. If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

31. Evaluation of Tender:

31.1. Any items left blank, will be treated as incomplete bid and liable to be rejected.

31.2. The Director will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the tender document. For the purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions & specifications of the tender document without any deviations, objections, conditionally or reservations.

31.3. Price Bid/Schedule of Rates shall be evaluated based on the lowest cost.

31.4. If a bid is not substantially responsive, it will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

31.5. The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsive.

31.6. If the present performance of the bidder in a current contract for any major work is unsatisfactory as certified by any authority of the relevant work, the offer of the bidder will be summarily rejected without assigning any reasons thereof.

- 31.7. The bidders shall quote the rates only for the items mentioned in the schedule of rates in excel format provided along with this tender.
- 31.8. The rates shall be quoted in **Indian Currency only** and **if quoted in any other currency, the offer is liable for rejection.**
- 31.9. Conditional offers are liable for rejection.
- 31.10. Any effort by abidder to influence the ICMR-VCRC in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in rejection of the bidder's tender.
- 31.11. All responses to such requests for clarification shall be in writing. No change in the prices or substance of the bid shall be sought, offered or permitted.
- 31.12. Evaluation of bids shall be carried out by a committee as per evaluation criteria. The decision of the Purchaser in deciding successful bidder shall be final and binding on the bidder.

32. Award of Contract:

- 32.1. The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
- 32.2. The bidder whose bid has been accepted will be notified for the award by the ICMR-VCRC prior to expiration of the Bid validity period through the work order.
- 32.3. The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/correspondence in respect of their bid. The ICMR-VCRC shall not be responsible for non-receipt/failure of e-mail to the bidders.
- 32.4. If any of the information furnished by the bidder is found to be incorrect at any stage, the bid/contract is liable to be rejected/terminated and the EMD/Performance Security will be forfeited.
- 32.5. ICMR-VCRC reserves the right to cancel the tender without assigning any reason thereof.
- 32.6. Tenders from those tenderers who have not submitted their offer as per NIT will not be considered.
- 32.7. Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- 32.8. The notification of award will constitute the formation of the contract subject to the furnishing of a contract performance Bank Guarantee. Within 15 days of receipt, the successful bidder will furnish the contract performance Bank Guarantee amounting to 5% of the tender value.
- 32.9. The Agreement will incorporate all correspondences between the purchaser and the successful bidder. It will be signed by the purchaser and successful bidder within 15 days following the notification of award along with the Letter of Acceptance.

32.10. The EMD of the successful Bidder shall be refunded without any interest within 30 days after the award of contract and submission of Performance Bank Guarantee valid up to 60days beyond the date of completion of warranty.

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

33.1. Failure of the successful bidder in providing performance security and / or returning contract copy duly signed shall make the bidder liable for forfeiture of its EMD.

34. Return of Earnest Money Deposit:

34.1. The EMD will be returned to the unsuccessful bidders soon after the orders are placed with the successful bidder or after the delivery of the equipment.

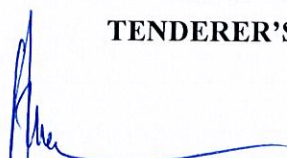
35. Publication of Tender Result:

35.1. The name of the successful bidder(s) receiving the contract(s) will be published on <http://www.vcrc.res.in> and <https://eprocure.gov.in>

36. The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government / Private Institution.

37. The tenderer / supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- that there is no vigilance / CBI case pending against the firm / supplier and the firm has not been black-listed in the past by any Government or Private Organization.

TENDERER'S NAME & SIGNATURE WITH SEAL


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COMMERCIAL AND GENERAL TERMS & CONDITIONS

Nature of Item(Benchtop FT-NMR Spectrometer):

For Supply and Installation of Benchtop FT-NMR Spectrometer with specifications mentioned in Annexure – I.

1. Scope of Supply:

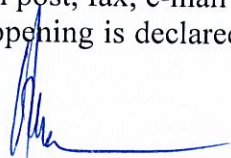
1. The tenders shall be submitted as per the technical specifications enclosed in **Annexure- I**.
2. Submission of the tender implies that these conditions of tender have been read by the Tenderer and is aware of the scope of the supply and the quality of the material to be supplied. The final acceptance of the tender rests with the Director, ICMR-VCRC, Puducherry who reserves the right to accept or reject any or all tenders without assigning any reason thereof.

2. Scope of Work:

1. The supply and installation of equipment with accessories.
2. Testing of equipment.
3. To provide, one copy each of following documentation (on CD/DVD and printed manual, both)
 - installation manual
 - operating manual and
 - Service Manual.
4. Repair/Refurnishing work to restore the damage caused due to cabling or any other work related to installation.
5. Any other work required for making the equipment functional up to the satisfaction of ICMR-VCRC, Puducherry.
6. A hands-on training for lab personnel should be conducted as part of installation and commissioning activity.

3. Bid Submission and Opening:

- a) The bid should be submitted online at website <http://eprocure.gov.in/eprocure/app> only, by the due date. The server date and time as appearing on the website <http://eprocure.gov.in/eprocure/app> shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, fax, e-mail and courier or by any other mode will not be considered. In case of date of opening is declared, as holiday tender will be opened on next working day at same time.


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- b) Only those bidders shall be considered qualified by the ICMR-VCRC, who submit requisite EMD, documents, accept all the terms and conditions of the tender document unconditionally and meet the qualifying requirement stipulated in the tender document. The decision of the ICMR-VCRC shall be final and binding in this regard.
- c) The bidder shall bear all cost associated with the preparation and submission of its bid and the ICMR-VCRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- d) Completely filled up Integrity Pact placed at **Annexure – IX B & C** are to be enclosed. The submission of bid in response to this NIT shall be deemed to be in compliance with all terms and conditions of the tender including integrity agreement by the bidder.

4. Submission of Bids:

- a) Only bids received on E-tendering portal will be considered for opening. Bids in any physical form sent through fax/email/courier/post/delivered personally will not be considered.
- b) 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. Bidder will be responsible for any delay due to other issues.
- c) While submitting the bids online, the bidder shall read the terms & conditions (of CPP Portal) and accept the same in order to proceed further to submit their bid.
- d) Bidder shall select the payment option as offline to pay the EMD and enter details of the Demand Draft/Bank Guarantee.
- e) Bidders shall submit their bid through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid closing 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 bidders at the eleventh hour.
- f) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

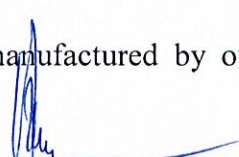
5. Submission of Offer:

The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

A) Cover -1 (Techno-Commercial Bid):

Online bid should be submitted containing copy of the following documents in Cover – 1 as documentary proof, for fulfilling qualifying criteria, failing which the offer shall be summarily rejected.

- a) Scanned copy of Earnest Money Deposit of requisite amount must be furnished as mentioned in the General and Commercial Terms and Conditions of the contract.
- b) Bidder/Agent who quotes for goods manufactured by other manufacturer shall furnish valid Manufacturer's Authorization Form.


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- c) Performance Statement with relevant copies of orders and end user's satisfaction certificate.
- d) Proof of Satisfactory execution and completion of similar works during last Three Years.
- e) Copies of original documents defining the legal status, place of registration, principal place of business, written power of attorney of the signatory of the bidder to commit the bid.
- f) Copies of Income Tax Return & Service Tax for the last three years.
- g) Self-attested copy of PAN card under Income Tax Act.
- h) Self-attested copy of GST Registration Number
- a) Please refer to Checklist as per Annexure – V for list of documents.

The bid shall be rejected if the documents are found false or fake. If at a later stage, the documents submitted are found false or fake, the Contract shall be terminated and performance bank guarantee will be forfeited. Also, the Contractor shall be fined as deemed appropriate by the employer for breach of trust.

B) Cover -2 (Price Bid):

The price must be quoted only in the price bid format attached as BOQ. **Please quote the prices F.O.R. and up to ICMR-Vector Control Research Centre, Indira Nagar, Puducherry.**

- a) The total contract price shall be for the full quantity as described above. All duties, applicable taxes and other levies payable by the contractor under the contract shall be included in the total price.
- b) The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.
- c) Each bidder shall submit only one quotation.
- d) The Contract provides for payment of the contract Price in Indian Rupee only. In case of qualification of the bidder of foreign origin, a rupee payment account in India shall be opened by him.

6. Validity of Tender:

- a) The tender shall be valid for a period of 90 days from the date of opening of the tender.
- b) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.

7. Offers ready stock/ Subject to prior sale:

- a) Offers from ready stock are preferred. The Tenderer shall indicate the period within which the ordered quantity will be supplied. The tenderer shall note that for delay in Supply, installation and commissioning of goods, penalty at the rate of 0.5% of value of the order, per day of delay subject

to maximum of 5% of the order value will be levied unless extension is obtained in writing from the office on valid ground before expiry of delivery period.

- b) The successful Tenderer shall, within 7 days from the date of receipt of communication of acceptance of quotes from ICMR-VCRC shall intimate his acceptance of the order. The successful Tenderer shall complete supplies strictly as per the accepted delivery period.

8. Guarantee of Quality and Warranty of goods supplied:

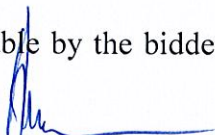
- a) The goods supplied shall confirm to the specifications as given in Annexure – I of the tender documents and shall be guaranteed against defective design, defective quality material supplied, manufacturing defects etc.,
- b) Warranty has to be provided for a minimum period of 5 years (3 years comprehensive warranty and 2 years non comprehensive warranty) from the date of supply and successful installation of the goods supplied.
- c) After 3 years of comprehensive warranty, 2 years of non comprehensive warranty and 3 years of AMC services for equipment should be provided. Also should provide all necessary spares and consumables for operating the equipment for a minimum of 10 years from the date of purchase.
- d) Warranty shall have to be On-site warranty.
- e) Warranty has to cover all items supplied by the successful bidder.
- f) During the warranty period, any failed device shall have to be attended within three business days.
- g) During the warranty period, the engineer attending the call shall have to submit a call report mentioning nature of the fault, action taken, any replacement of spares, serial number of replacement equipment and any other details of the call to ICMR-VCRC.

9. Packing:

- a) The supplier shall provide packing of the goods, as required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- b) The items shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport.

10. Price:

- a) The price shall be firm and shall include all applicable taxes and charges. Any variation in the duties, levies etc. during the period of supplies shall be charged to the Tenderer account. The rates quoted shall be all inclusive, with the delivery, up to destination i.e. ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006.
- b) The tenderer shall submit the copy of PAN Number, TIN Number registration details, Bank details along with the tender.
- c) All duties, Taxes and other levies payable by the bidder under the Contract shall be included in the Total Price.


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- d) The Price should be quoted for the entire items as mentioned in Annexure I.

11. Delivery:

- a) The successful tenderer shall complete supplies strictly within the accepted delivery period of 60 days. Material ordered by the ICMR-VCRC shall be delivered FOR destination securely packed as may be necessary.
- e) The delivery of items securely and neatly packed should be made at ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006.
- b) The successful tenderer shall complete supplies strictly within the accepted delivery period. Material ordered by the ICMR-VCRC shall be delivered FOR destination securely packed as may be necessary.
- c) The items shall have to be delivered and installed at ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006 to the satisfaction of competent authority.
- d) Supply and Installation of the equipments has to be carried out free of charge at ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006.
- e) The comprehensive catalogue which includes instructions for Operation, Maintenance, Trouble shooting and all other areas which are necessary for smooth functioning of the equipments shall be provided along with the supply of the items by the Tenderer.

12. Payment:

- a) After successful installation of the material, payment will be made by ICMR-VCRC by NEFT Transfer to the bank account as mentioned in the bank mandate within a period of 30 days.
- b) The tenderer shall submit the documents which shall clearly indicate that the Proper Supply and Installation of the equipments are done and the said document shall be duly acknowledged by the stores of ICMR-VCRC.
- c) 100% Payment shall be made only after supply of the items in good condition along with successful delivery of items and satisfactory Installation report received by competent authority.
No advance payment will be made.

13. Earnest Money Deposit:

- a) The units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department shall be exempted from the payment of Earnest Money as defined under Rule 170 of General Financial Rules (GFR), 2017. In such case, copy of the certificate showing registration with the above-mentioned institutions to be enclosed along with the bid.
- b) In case the unit is not covered as above, it shall submit the offer along with the Earnest Money Deposit (EMD) for Rs. 10,000/-.
- c) The Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) by way of Demand Draft drawn in favour of Director, ICMR-VCRC, Puducherry is to be sent to this office on or

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before **08.04.2020**.

- d) The scanned copy of Earnest Money Deposit by way of Demand Draft should be included in **Envelope I of the E-tender documents**. The offers without EMD will be rejected.
- e) The EMD will be returned to the unsuccessful bidders soon after the orders are placed with the successful bidder.
- f) The EMD will be forfeited in following cases:
 - I. If the bidder fails to accept the order based on his/her offer (bid) and within the prescribed time.
 - II. If the bidder fails to supply the material with specifications in compliance to as mentioned in **Annexure-I**.
 - III. If the bidder delays supply beyond a reasonable time resulting in disruption of ICMR-VCRC works.

14. Performance Guarantee:

The successful bidder shall be required to submit a Performance Guarantee equivalent to 5% of the contract value in the form of Bank Guarantee, Demand Draft which will remain valid for six months beyond the date of the completion of warranty.

Performance Security is to be furnished within 14 days after notification of award and it will remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The Performance security will be forfeited and credited to the Procuring Entity's account in the event of breach of contract by the contractor. The Performance Security will be refunded to the contractor / supplier without interest after the contractor/supplier duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations including the warranty. The Performance Security shall be given in the form of DD, Fixed Deposit receipt from commercial bank, Bank Guarantee issued/confirmed by any Commercial bank in India.

15. Service Facility:

Contact details with addresses of service centre nearest to the delivery site shall be provided along with the bid, in order to ensure proper and timely service.

16. Taxes:

Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Corrupt or Fraudulent Practices:

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:


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- i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) ICMR-VCRC will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) ICMR-VCRC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

18. Termination for Default:

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or
 - b) within any extension thereof granted by the Purchaser; or
 - c) If the Supplier fails to perform any other obligation(s) under the Contract.
 - d) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such Goods or Services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

19. Claims:

- a) If the material supplied are found to be off size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, ICMR-VCRC, Puducherry shall have the right to totally reject the goods and/or to prefer a claim for compensation for the part of goods, which are rejected.
- b) The supplier shall reimburse to ICMR-VCRC, the actual expenditure incurred, on such goods, within 15 (fifteen) days of its demand.
- c) The supplier shall be responsible for arranging the rejected goods to be removed at his/her cost from ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006 premises.

- d) The supplier shall also compensate for losses, if any, sustained by ICMR-VCRC due to defective packing and/or wrong marking of the goods.

20. Conflict of Interest among bidders/agents

- a) A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of Interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- i. They have controlling partner(s) in common; or
 - ii. They receive or have received any direct or indirect subsidy or financial stake from any of them; or
 - iii. They have the same legal representative/agent for purpose of the bid; or
 - iv. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - v. Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
 - vi. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturer or quote on their behalf in a particular tender. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.
 - vii. A bidder or any of its affiliates participated as consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid;
 - viii. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

TENDERER'S NAME & SIGNATURE WITH SEAL



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पुदुच्चेरी / Puducherry- 605 006.

Technical Specifications for the Supply and Installation of Bench FT-NMR Spectrometer**Quantity : 01 No.****Model Offered:****Make Offered:**

A benchtop Nuclear Magnetic Resonance (NMR) spectrometer is required with suitable software and computer. NMR spectrometers should be capable to be used for compound identification, reagent purity assessment and general NMR spectroscopy. The NMR spectrometer is to be from reputed company/make only, irrespective of the currency and should not be refurbished. It should not be sourced from other manufacturers or fabricators. All specifications should be supported by original manufacturer's brochure.

<u>S.No</u>	<u>Specifications Required</u>	<u>Specifications Offered by the Bidder</u>	<u>Compliance (Yes/No)</u>
1.	Magnet: Permanent. Should work without cryogens		
2.	Operating Frequency: 60MHz or better		
3.	Nuclei: ^1H , ^{13}C and ^{19}F		
4.	Sensitivity: S/N: 100:1 or better for 1% ethyl benzene		
5.	Resolution: Less than or equal to 1.0Hz at FWHM(full width at half maximum)		
6.	Sample Tube Diameter: Standard 5mm diameter NMR tubes (100 tubes with caps)		
7.	Magnetic Field Strength: 1.4T or better		
8.	Lock: Deuterium & non-deuterium options		
9.	NMR experiments: 1D, homo- and hetero-nuclear 2D experiments, including COSY, JRES, TOCSY, DEPT, HMBC & HETCOR.		
10.	Software & Hardware: Software for Data Acquisition, instrument control and Data analysis. Desktop computer with Intel i7 processor or higher, 2TB hard disk or higher, 17 inch LED monitor or higher, 6GB RAM or higher, 2GB graphical card or higher, Keyboard, Mouse, and other accessories etc. Quality laser printer		
11.	Warranty: The FT-NMR system including all accessories and consumables quoted for it should be under comprehensive warranty		



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	for three (3) years and two (2) years non comprehensive warranty should be quoted from the date of installation. Spares should be available for at least 10 years from the date of purchase.		
12.	Installations: Detailed lists of users in India with contact details for the quoted model.		
13.	System should be CE / IEC / EN certified.		
14.	Supplier should commit to service and availability of spares for minimum 10 years from the date of purchase.		
15.	All technical features should be adequately supported/ verifiable by original brochures/ literature/ online information.		

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AGREED TERMS AND CONDITIONS

(TO BE FILLED BY INDIAN BIDDERS QUOTING ONLY IN INDIAN RUPEES)

Important Notes:

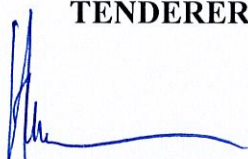
(A) This questionnaire (ATC) duly filled-in the same word file must be uploaded along with the offer, failing which your offer will be liable for rejection. This document received in any other form will not be accepted and can lead to rejection of offer.
(B) Each point must be confirmed / replied suitably.
(C) Bidders to note that the confirmation/acceptance/comments mentioned/agreed by them in this ATC are final and will supersede any contrary term indicated elsewhere in their quotation / tender documents.

ICMR-VCRC'S Tender No.: ICMR-VCRC/Stores/E-Tender-02/2019

S. No.	Description/Tender Requirement	Vendor's Reply
Vendor Compliance to Technical Conditions		
1.	Confirm that the offer has been submitted strictly as per the tender requirements.	
2.	Confirm that all pages of "Technical Specifications" have been submitted with the technical bid as a token of acceptance	
3.	Confirm that all the documents related to "Technical Criteria for acceptance of offer" have been submitted with the technical bid.	
4.	Confirm that there is no technical deviation and specification of offered product is same as per tender specification	
Vendor Compliance to Commercial Conditions		
1.	Confirm that you are an OEM OR Authorized dealer of Bench FT-NMR Spectrometer. In case of authorized dealer of Bench FT-NMR Spectrometer, submit authorization letter along with your bid	
2.	Confirm that the quoted prices are in Indian Rupees	
3.	Confirm that the Prices shall be FIRM and FIXED till complete execution of order and shall not be subject to variation on any account	
4.	Confirm unconditionally that your quotation is valid for acceptance up to 90 days from the closing date of this enquiry	
5.	Please note that Packaging & Forwarding charges or any other charges should be included in Price Bid. The total price of all items put together will be considered for price evaluation.	
6.	Excise Duty – It may please be noted that ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006 is registered with the DSIR for the purpose of availing the Central Excise Duty exemption in terms of Govt. Notification No.51/96-Customs dated 23.07.1996 (as amended by Notfn. No. 28/2003 dated 01.03.2003 & Notfn. No 43/2017 dated 30.06.2017) and as amended from time to time and concessional GST @ 5%. The Exemption Certificate along with the copy of Certificate of Registration (if required) can be obtained on demand and would be provided to the successful bidder as and when asked for.	
7.	Custom Duty - The Institute is eligible for and can provide necessary	

	documentation for Custom exemption, if permitted under rule.	
8.	Please confirm that your firm have not been banned or delisted by any Government or Quasi Government agencies or PSUs. or Autonomous / AcademicInstitutes This does not necessarily be the cause for disqualification. However if this declaration is not furnished the bid may be rejected as non-responsive.	
9.	If your response to point no. 8 above is “Banned/Delisted”, please provide details of such banning / delisting such as (i) Banned / Delisted by (Name of Co.) and (ii) Validity of such delisting / banning.	
10.	Confirm unconditional acceptance that any bidder making a false claim would have its contract terminated forthwith, if detected later.	
11.	Confirm that you shall supply the requisite operation/maintenance manual with the equipments	
12.	Confirm unconditional acceptance of 3 years of comprehensive warranty at our site and 2 years of non comprehensive warranty.	

TENDERER'S NAME & SIGNATURE WITH SEAL



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Vector Control Research Centre
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On the Letterhead of the Vendor/Contractor/Supplier Details

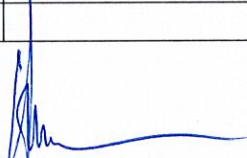
Date:

To
The Director,
ICMR-Vector Control Research Centre
Indira Nagar
Puducherry – 605 006

Dear Sir,

We hereby give our consent to accept the related payments of our claims/bills on ICMR-VCRC through Cheques or Internet based online E-Payments system at the sole discretion of ICMR-VCRC. Our Bank account details for the said purpose are as under:

<u>A. Vendor Details:</u>	
1.Name (As per the Bank Records)	
2.Address	
3.PAN No.	
4.TIN No.	
5.CST No.	
6.GST No.	
7.CIN No.	
8.E-mail ID	
9.Mobile Number	
<u>B. Particulars of Bank Account:</u>	
1. Bank Name	
2. Branch Name/Branch Code	
3. Branch Address	
4. 9 Digit MICR No. of Bank and Branch(As appearing on the cheque)	
5. Account Type (Savings/Cash credit/Current)	
6.Account Number (as appearing on the cheque book)	
7.IFSC Code of the Branch(For RTGS)	
8.IFSC Code of the Branch(For NEFT)	


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Please attach a blank copy of a cancelled cheque/photocopy of a cancelled cheque issued by your Bank relating to the above account number for verifying the accuracy of the 9 digit MICR code number.

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user Institution responsible.

Date:

Signature/Seal of Firm

Phone No:

Certified that the particulars furnished above are correct as per our records.

Date:

Company's Authorized Signatory

Phone No:

Encl: Photocopy of cheque duly cancelled and copy of Indian PAN Card


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पुदुच्चेरी / Puducherry- 605 006.

(Undertaking from Tenderers)

To
The Director,
ICMR-Vector Control Research Centre
Indira Nagar
Puducherry – 605 006

Sir,

Nature of Goods/Equipments:	Supply and Installation of Bench FT-NMR Spectrometer at ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006.
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Having examined and perused the following documents:

1. Notice Inviting Tender
2. General Instruction to the Tenderers
3. Commercial and General Terms & Conditions
4. Technical Specifications of the Equipments (Annexure – I) for which tender is issued
5. Price Bid

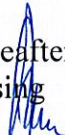
I/Wedo hereby submit tender in prescribed formats for Supply and Installation of Bench FT-NMR Spectrometer to ICMR-Vector Control Research Centre, Indira Nagar, Puducherry – 605 006, completed in all respects in accordance with the conditions applicable.

- ADDITIONAL PURCHASE/WORK ORDER:** We understand that the ICMR-VCRC, Puducherry, in case of the requirements may also place repeat purchase order/work order on the company. In such cases, we shall accept and execute all the purchase/work order placed on us by ICMR-VCRC, Puducherry,
- BID PRICING:** We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this Tender may increase or decrease at the time of Award of Purchase Order as per the requirements of ICMR-VCRC, Puducherry.
- QUALIFYING DATA:** We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- CONTRACT PERFORMANCE SECURITY:** We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of DD Bank Guarantee for the amount of 5% of the total order value.
- PAYMENT TERMS:** We hereby declare that in case the contract is awarded to us, we agree with payment terms specified in the tender documents.

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VI. CERTIFICATE AND DECLARATION:

- a) I/We certify that no addition/modification/alteration has been made in the Original Tender Document. If at any stage addition /modification /alteration is noticed in the Original Document, I/We will abide by the terms and conditions contained in the original tender document, failing which ICMR-VCRC, Puducherry reserves the right to reject the tender and/or cancel the contract.
- b) It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that ICMR-VCRC, Puducherry is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.
- c) In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims/further ICMR-VCRC, Puducherry is authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
- d) I / We assure the Institute that neither I / We, nor any of my /our workers, will do any act which is improper / illegal during the execution in case the tender is awarded to us.
- e) I / We assure the Institute that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.
- f) Neither I/We, nor anybody on my /our behalf will indulge in any corrupt activities /practices in my /our dealing with the Institute.
- g) Our Firm / Company / Agency has not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.
- h) I/We certify that, I have understood all the terms & conditions as indicated in enquiry of the tender document, and hereby accept all the same completely.
- i) I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services.
- j) We understand that you are not bound to accept the lowest or any bid you may receive.
- k) I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us and I/We agree to abide by and fulfill all the terms and conditions in the tender documents.
- l) I/We distinctly agree that I/We would hereafter make no claim or demand upon the ICMR-VCRC, Puducherry based upon or arising out of any alleged misunderstanding or

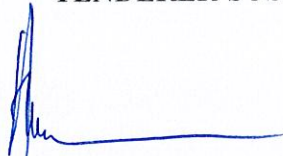

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misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

- m) Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address furnished herein. I/We fully understand the terms and conditions in the tender documents.

Dated this.....day of.....2020

TENDERER'S NAME & SIGNATURE WITH SEAL



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ICMR –VECTOR CONTROL RESEARCH CENTRE
(AN AUTONOMOUS INSTITUTE UNDER GOVT. OF INDIA MINISTRY OF HEALTH &
FAMILY WELFARE)
INDIRA NAGAR, PUDUCHERRY-605 006.
INDIA
PHONE: 0413 – 2272199

CHECKLIST**Name of Bidder :****Name of Manufacturer :**

S. No.	Activity	Yes/No/NA	Documents to be uploaded	Page No. in the uploaded Tender Docs.
1.	Have you enclosed Demand Draft towards EMD drawn in favour of Director, ICMR-VCRC for the quoted item?		Scanned copy to be uploaded	
2.	Have you enclosed duly filled Tender form as per the Annexure?			
3.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical Specifications?		To be uploaded	
4.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?		To be uploaded	
5.	Have you submitted satisfactory performance certificate as mentioned in General and Commercial Terms and Conditions?		To be uploaded	
6.	Have you submitted copy of the order(s) and end user certificate?		To be uploaded	
7.	Have you enclosed catalogue, leaflet, and brochure with full details of quoted items?		To be uploaded	
8.	Is your bid valid for 90 days from the date of opening of Technical Bid?			
9.	In case of Indian Bidder, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?		To be uploaded	
10.	Have you submitted Manufacturer's authorization letter?		To be uploaded	
11.	Have you mentioned the name and full address of your Banker (s) along with your Account Number, IFSC Code of the Bank/Branch?		To be uploaded	
12.	Have you fully accepted delivery period as per Tender document?			
13.	Have you submitted the certificate of incorporation?		To be uploaded	
14.	Have you accepted the warranty terms as mentioned in the Tender document?			
15.	Have you accepted terms and conditions of Tender			

	document?			
1	Have you furnished documents establishing your eligibility & qualification criteria as per Tender document?		To be uploaded	
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?		To be uploaded	
18.	Have you submitted an affidavit that the firm has not been black listed in the past by any Institute/ Organization?		To be uploaded	
19.	Have you submitted an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organization or any other Institute (Fall Clause).		To be uploaded	
20.	Have you submitted Integrity Pact Annexure IX B & C		To be uploaded	

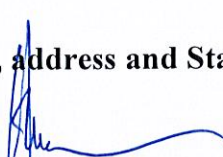
Note:

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

(Signature with Date)

(Full name, designation & address of the person duly authorized sign on behalf of the Bidder)
For and on behalf of

(Name, address and Stamp of the tendering firm)


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**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FOR
TAKING PART IN GOVT.TENDER**

**(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate
by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/s. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by ICMR-VCRC or any other Government organization/Academic/Reputed Institutions from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s. _____ hereby declare that the firm/company namely M/S. _____ was blacklisted or debarred by ICMR-VCRC, or any other Government Department/Academic/Reputed Institutions from taking part in Government tenders for a period of _____ years w.e.f. _____.

The period is over on _____ and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by ICMR-VCRC and EMD/SD shall be forfeited. In addition to the above ICMR-VCRC, will not be responsible to pay the bills for any completed/ partially completed work.

Signature _____

Name _____

Capacity in which assigned: _____

Name & address of the firm: _____

Date:

Signature of Bidder with Seal.


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Benefits to Micro and Small Enterprises (MSEs)

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

1) Qualifying Criteria for MSEs, SC/ST Vendors:

- a. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
- b. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/Additional District Magistrate/Collector/Deputy Commissioner/Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-Divisional Magistrate/Taluka Magistrate/Executive Magistrate/Extra Assistant Commissioner
 - Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate
 - Revenue Officer not below the rank of Tahsildar
 - Sub-Divisional Officer of the area where the individual and/or his family normally resides
- c. The registration shall be valid as on date of placement of order. A self-attested photocopy of the relevant certificate shall be submitted as a support document.
- d. The registration must be for the items/category of items/services relevant to the tendered items/category of items/services.

2) Purchase Preference for MSE:

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 20% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.


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A share of 4% out of this 20% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe Entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price.

In case that two or more MSEs are within the L1 + 15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them.

Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs. In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 16% with other non-SC/ST MSE bidders.

3) Exemption from Earnest Money Deposit (EMD) / Tender cost and Security Deposit (SD) for MSE:

- a. Tenders shall be provided free of cost and tender documents are downloadable from the websites of ICMR-VCRC (<http://www.vcrc.res.in>) and the Central Public Procurement (CPP) Portal (<http://www.eprocure.gov.in/epublish/app>) or can be obtained from the office of Dy. General Manager (Purchase)/ Dy. General Manager Commercial.
- b. MSE units qualifying as at (point no. 1) above shall be exempt from paying EMD.
- c. Additionally, MSEs registered with NSIC shall be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate.


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Bid Submission**Online Bid Submission:**

The Online bids (complete in all respect) must be uploaded online in Two Covers as explained below:-

<u>COVER - I</u>			
(Following documents to be provided as single PDF file)			
S.No.	Documents	Content	File Types
1.	Technical Bid	Compliance Sheet with Technical supporting documents as per specifications mentioned in (Annexure-I)	.PDF
2.		Agreed Terms and Conditions as per (Annexure-II)	.PDF
3.		Vendor Details as per (Annexure- III)	.PDF
4.		Undertaking from Tenderer as per (Annexure – IV)	.PDF
5.		Checklist (Annexure – V)	.PDF
6.		Affidavit Regarding Blacklisting (Annexure – VI)	.PDF
7.		Benefits to MSE's (Annexure – VII)	.PDF
8.		Online Bid Submission Details (Annexure – VIII)	.PDF
9.		Integrity Pact	.PDF
<u>COVER – II</u>			
S.No.	Types	Content	
1.	Financial Bid	Price bid (BOQ) to be filled in Excel format as per instructions given in price bid	.EXCEL

TENDERER'S NAME & SIGNATURE WITH SEAL

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 Vector Control Research Centre
 पुदुच्चेरी / Puducherry- 605 006.

.....

Sub:

Dear Sir,

It is here by declared that ICMR-VCRC, Puducherry is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ICMR-VCRC, Puducherry.

Yours faithfully,

Director
ICMR-VCRC, Puducherry


 निदेशक / DIRECTOR
 रोगवाहक नियंत्रण अनुसंधान केंद्र
 Vector Control Research Centre
 पुदुच्चेरी / Puducherry- 605 006.

The Director
ICMR-VCRC
Indira Nagar
Puducherry – 605 006.

Sub:

Dear Sir,

I/We acknowledge that ICMR-VCRC, Puducherry is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAK-ING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE AC-CEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ICMR-VCRC, Puducherry. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ICMR-VCRC, Puducherry shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,



(Duly authorised signatory of the Bidder)

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To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on
be-half of ICMR-VCRC, Puducherry

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of20.....

BETWEEN

Director, ICMR-VCRC, Puducherry, (Hereinafter referred as the institute, "Principal/Owner", which expression shall unless repugnant to the meaning or context here-of include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the (Details of duly author-ized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for.....

(Name of work)

hereinafter referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact"** or **"Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the par-ties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legal-ly entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and rea-son. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s)

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the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent **practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) **Forfeiture of EMD/ Performance Guarantee/ Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

-) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

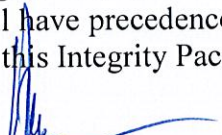
This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ICMR-VCRC, Puducherry.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.


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Vector Control Research Centre
पुदुच्चेरी / Puducherry- 605 006.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner) (For and on behalf of Bidder/Contractor)

WITNESSES:

1. 2.
(signature, name and address) (signature, name and address)

Place:

Date:


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Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: ICMR-Vector Control Research Centre, Puducherry

Name of Work: Procurement of Benchtop FT-NMR Spectrometer

Contract No: ICMR-VCRC/Stores/E-Tender-07/2020

PRICE SCHEDULE									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder with Taxes in Rs. P	TOTAL AMOUNT with Taxes in Rs. P	TOTAL AMOUNT In Words	
1	2	3	4	5	6	7	8	9	
1.01	Sub Heading 1 Supply, Installation, Testing & Commissioning of Benchtop FT-NMR Spectrometer at ICMR-Vector Control Research Centre, Puducherry. Specifications: See Annexure I (Page No. 21-22) of Tender Document. Warranty: See Clause 8 (Page No. 16) of Tender Document	item1	1.000	No.	0.00		0.00	INR Zero Only	
Total in Figures		item1				INR Zero Only			INR Zero Only
Quoted Rate in Words									

19/07/2020
निदेशक / DIRECTOR
आई.सी.एम.आर.-वेक्टराहक नियंत्रण अनुसंधान केंद्र
ICMR - VECTOR CONTROL RESEARCH CENTRE
पुदुच्चेरी / PUDUCHERRY - 605 006.