

# **National Institute of Malaria Research**

**(Indian Council of Medical Research)  
SECTOR-8, DWARKA, NEW DELHI-110077**

## **Tender Document**

Tender No. 2/33/2016-17/Store

**Last Date of Submission: 23<sup>rd</sup> March 2017 at 2.30 pm**

### **Contents:**

- 1. Tender Notice**
- 2. Instruction to Bidders**
- 3. General Terms & Conditions**
- 4. Terms & Conditions for Indigenous Offers**
- 5. Terms & Conditions for imported Offers**
- 6. Technical specifications Annexure 'A'**
- 7. Format of Technical Compliance of specifications-Annexure 'B'**
- 8. Deviation statement form-Annexure 'C'**
- 9. Part of Price Bid- Annexure 'D'**
- 10. After Sales Service Support Details-Annexure 'E'**
- 11. Warranty Certificate – Annexure 'F'**
- 12. Bid Security/Earnest Money Deposit form-Annexure 'G'**
- 13. Check List to be furnished by the bidder -Annexure 'H'**
- 14. List of Users-Annexure 'I'**
- 15. Format of Performance Bank Guarantee – Annexure 'J'**
- 16. Undertaking – Annexure 'K'**

**Tender Fee: Rs.500.00 for each item**

# **National Institute of Malaria Research**

**Indian Council of Medical Research  
SECTOR-8, DWARKA, NEW DELHI-110077**

## **Limited Tender**

**Tender No. NIMR-2/33/2016-17/Store**

## **For supply of Laboratory Equipments**

The Director, National Institute of Malaria Research (NIMR) invites sealed tender in two bid system for supply of Laboratory Equipments from original manufacturers (Principal company) or authorized distributors for imported equipment (if there is no marketing office of Principal Companies in India). The Tender form will be issued from 02.03.2017 to 22.03.2017 from 10:00 am to 05:00 pm. Last date of Submission of Tender is 23.03.2017 up to 2.30 pm.

For details please refer to website of NIMR [www.nimr.org.in](http://www.nimr.org.in) or Central Public Procurement Portal <http://eprocure.gov.in/cppp>

# National Institute of Malaria Research

Indian Council of Medical Research  
SECTOR-8, DWARKA, NEW DELHI-110077

Tender No. NIMR-2/33/2016-17/Store

## LIMITED TENDER FOR PURCHASE OF LABORATORY EQUIPMENTS

(1) The Director, National Institute of Malaria Research (NIMR), (Indian Council of Medical Research), Deptt. Of Health Research, Ministry of Health & F.W. New Delhi invites sealed tender for Laboratory Equipments and CAMC of equipments in Two Bid System. The Tenders (Technical) will be opened on 23-03-2017 at 3.00 PM in presence of bidders. The bids should in the form of :

- (a) TECHNICAL BID providing detailed specifications and detailed technical proposal as per required specifications at Annexure 'A' together with manufacturer's original data-sheets supporting the specifications in sealed cover and Earnest Money and Tender fee Deposits in separate sealed cover and
- (b) PRICE BID for supply, installation, additional warranty/AMC and commissioning of the following equipments:.

S.No.	Name of Equipment	Quantity required	Tender Fee (Rs.)	Earnest Money (Rs.)
1.	Spectrofluometer	One	500.00	10000.00

1. Detailed tender documents (Non-transferable) can be purchased from 02.03.2017 to 22.03.2017 either from Store Section, NIMR, Dwarka, New Delhi on any working day (Monday to Friday) during 10.00 A.M. to 5.00 P.M. on submission of written request clearly mentioning the name of equipment with payment by bank draft of Rs 500.00 (Rs. Five hundred only) (Non-refundable) as a cost of tender form for each item or can be downloaded from the website of NIMR <http://www.nimr.org.in> or website of e-procure.gov.in, for this payment of Rs. 500.00 as cost of tender documents for each item will have to be paid by demand draft in favour of Director, National Institute of Malaria Research, New Delhi at the time of submission of tender documents, otherwise tender will not be considered.

DIRECTOR

## 2. IMPORTANT POINTS TO BE NOTED

Opening and closing dates and time of issue of tender documents	Date of Opening: 2 <sup>nd</sup> March 2017 10.00 AM Date of Closing: 22 <sup>nd</sup> March 2017, 05:00 PM
Last date and time of submission of tender	23 <sup>rd</sup> March 2017, up to 02:30 PM
Opening date and time of Technical bids	23 <sup>rd</sup> March 2017 at 03:00 PM
Address for issue and submission of tender documents	National Institute of Malaria Research Store Section (Room No. 405) Sector-8, Dwarka, New Delhi-110077 (Ph: 011-25307405, 25307407)
Non-refundable fee for tender document for each item/equipment	Rs. 500.00 by demand draft/banker cheque in the name of Director, NIMR, payable at Delhi
Tender documents are also available at website	<a href="http://www.nimr.org.in">http://www.nimr.org.in</a> and central procurement portal <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a> . The document can also be provided in CD on request.
Earnest Money Deposit (EMD) (Interest-free, refundable) (to be sent with the Technical Bid)	Prescribed EMD by demand draft/ banker cheque in the name of Director NIMR, payable at Delhi or by submitting Bid Security/Earnest money deposit form as per Annexure G, duly certified by the bank (along with Technical Bid in a separate envelope)

NOTE: The specified tender fee should accompany with internet downloaded tender document failing which tender will not be considered.

Director  
NIMR, Delhi

### **3. Eligibility Criteria**

- 4.1 Original Equipment Manufacturers with Sales and service support facilities in India through their branch office/authorized representative in India.
- 4.2 Indian agent with extensive sales (Minimum 3 years) and service support in India preferably in New Delhi, representing foreign principals/Original Equipment manufacturers firms/companies with either of the above eligibility criteria are eligible to quote for the equipment. The Indian agency /dealership/reseller certificate with details of sales and service support should be enclosed with the technical bid.

**Only firms/ companies having ISO or CE Certification are eligible to apply.**

- 4.3 Submission of Earnest Money Deposit (EMD).
- 4.4 Submission of an Undertaking as mentioned in Annexure – K.
- 4.5 Submission the audited balance sheets of last three years as a proof and statement of annual turnover certified by Chartered Accountant (CA).

### **INSTRUCTIONS TO BIDDERS**

#### 5.1 Scope of Work –

- (1) The scope includes Supply of complete equipment, Installation, Testing.
- (2) The installation which includes satisfactory demonstration, required Training, Obtaining final acceptance certificate from the user department
- (3) Providing 3 years comprehensive and 2 years non comprehensive warranty free of cost for Equipment.

#### 5.2 Formats for Bids: Tender should be submitted in two parts viz.

Part I – Technical Bid (without Prices) in sealed envelope and separate sealed envelope of EMD and tender fee and

Part II - Price Bid.

The all sealed envelopes should be kept in suitable envelope and sealed. The tenderers are required to give detailed Quotation in the formats mentioned in the Tender Document. The bidder should furnish the following:-

##### 5.2.1 Technical Bid:

- 5.2.1.1 A detailed technical proposal supported by pictures, diagrams, design as per the specification at 'Annexure A'.
- 5.2.1.2 A Technical Compliance Statement for each parameter required for equipment 'Annexure B' exactly in order as mentioned in the tender document. (Point wise must)
- 5.2.1.3 The Deviation statement 'Annexure C' if any Tender specifications, terms and conditions are deviated by the bidder. If there is no Deviation then the bidder should record 'No Deviation ' in the Deviation Statement
- 5.2.1.4 Particulars of price bid must be given as per 'Annexure D'.
- 5.2.1.5 After Sales support details must be in the format 'Annexure E'. CMC/AMC cost should be quoted in Rupees not in percentage.
- 5.2.1.6 The warranty certificate to be given by the Manufacturer /vendor should be as per 'Annexure F'.

- 5.2.1.7 If the bidder is furnishing EMD by Bank guarantee then the format given in Annexure G is to be used.
- 5.2.1.8 Check list as per Annexure 'H' and enclose with the Technical Bid.
- 5.2.1.9 List of Users for a period during 3 years preceding this tender (If possible similar equipment)- 'Annexure I'
- 5.2.1.10 Performance Bank Guarantee as per format given as 'Annexure J' (to be submitted by selected company/vendor only)
- 5.2.1.11 Undertaking to be submitted by manufacturer as per format given as "Annexure K".
- 5.2.1.12 Multi option quotations for desired equipment will be summarized rejected without any information to bidder.
- 5.2.1.13 Technical Evaluation: -
- i. The technical bid shall be opened at the scheduled time and date in presence of tenderers i.e. on 23-03-2017 at Time 3.00 PM
  - ii. The eligibility of the Technical Bid shall be examined by the Technical Evaluation Committee to quoted item.
  - iii. The technical bid of the qualified tenderers shall be examined, on the basis of information/technical brochure/documents submitted by the Bidder with the Technical bid and professional recommendations of the Technical Evaluation Committee (TEC).

### 5.2.2 Price Bid:

5.2.2.1 The Price Bid should be submitted in the format enclosed as 'Annexure D'.

5.3 **Tender Document Fee:** Tender Document Fee is also payable by companies who have downloaded the tender documents from the website <http://www.nimr.org.in> or <http://eprocure.gov.in/cppp>. They should submit the tender along with a bank draft of Rs. 500/- payable to Director, NIMR, New Delhi which should be enclosed with the Technical Bid.

5.4 Earnest Money Deposit:- The Technical Bid (Part-1) should be accompanied by Earnest Money Deposit in the form of demand draft/bankers cheque, bank guarantee (Format enclosed Annexure G) from any commercial bank drawn in favour of Director, National Institute of Malaria Research, New Delhi. Tenders not accompanied with EMD in the Technical bid will be summarily rejected. The EMD will carry no interest. EMD will be refunded after finalization of bid to the unsuccessful tenderers. The EMD is liable to be forfeited, if the bidder withdraws or amends, impairing or derogates from the tender in any respect.

5.4.1 Earnest Money Deposit (EMD) of the successful tenderers will be refunded only after completing all the tendering procedures in all respect i.e. submission of Performance Bank Guarantee and other required formalities as committed by the tenderers in their bid and/ or during negotiation/discussion etc., if tenderer fails to complete their promises/ words within the stipulated period, EMD will be liable to be forfeited in favour of NIMR.

5.5 **Exemption from payment of EMD:** - Firms registered with the Central Purchase Organization (e.g. DGS&D) and NSIC who are exempted from payment of EMD are also allowed for exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies which are selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD. To avail EMD exemption, the firms should submit a legible photocopy of valid Registration Certificate of the products manufactured and registered with DGS&D and NSIC in a separate envelope along with the technical bid.

5.6 **Bid Submission:-** Completed tenders duly signed by the bidder on each page at the bottom, superscribing the Tender Enquiry Number and closing date should be sent to

The Director,  
National Institute of Malaria Research (ICMR)  
Sector 8, Dwarka, New Delhi-110077

5.7 Each quotation sent by post/courier is to be enclosed in Double Cover. The inner cover should be duly SEALED AND SUPERSCRIBED as “Tender for “.....” Tender Enquiry No. .... Dated ..... Date of Opening .....” etc.. The Separate covers containing the Technical Bid and Price Bid for each item should be clearly superscribed as “Technical Bid” and “Price Bid” respectively with quoted equipment name and both these sealed covers are to be put in a suitable cover which should also be sealed and duly superscribed name of bidder firms address and name of equipment. Quotations delivered personally should be put in the **Tender Box kept at Room no. 405, National Institute of Malaria Research, Sector 8, Dwarka, New Delhi-110077**. The tenderers themselves should ensure that their tenders with all requirements reach this office within the stipulated date and time. No late-tenders or delayed-tenders will be accepted. NIMR, New Delhi will not be responsible for non-receipt/postal delays.

5.8 Bid Submission last date and time: - The last date and time for submission of bid is 23<sup>rd</sup> March, 2017 at 2.30 P.M. (Indian Standard Time).

5.9 Technical Bid Opening Date and Time: - The technical bid of the vendors whose tenders will be received at NIMR, New Delhi before the closing date and time will be opened on 23<sup>rd</sup> March, 2017 at 3.00 P.M. (Indian Standard Time). Vendors or their representatives who wish to be present at the time of opening of Technical bid may present.

5.10 Price Bid Opening: - Only those bids, which meet our technical requirement and recommended by Technical evaluation committee (TEC) will be considered for opening of Price Bid. Those vendors who qualify in the technical evaluation will be permitted to be present at the time of price bid opening.

5.11 The date and time of price bid opening will be intimated to all technically responsive bidder through NIMR website/email.

5.12 Price Reasonability Certificate: Please quote the best minimum prices. A certificate regarding the quoted rates must be given by the bidders to this effect that they have neither quoted nor sold/supplied the same or similar item to any other customer on lesser rates than those offered to NIMR, New Delhi.

5.13 Language of Bid: - The bid prepared by the bidder, the technical brochures and all correspondence relating to the bid shall be written in English/Hindi language only.

5.14 Validity of offer: - Offer shall valid for 180 days after the date of opening of Financial bids at NIMR, New Delhi. An Offer valid for a shorter period may be rejected as non responsive by NIMR, New Delhi. In exceptional circumstances Director, NIMR, New Delhi may solicit the vendor’s consent to an extension of the period of validity. The vendor accepting the request for extension will not be permitted to modify the bid.

5.15 INTERIM CORRESPONDENCE WILL NOT BE ENTERTAINED BEFORE PLACING THE ORDER.

5.16 Tender Documents are not transferable under any circumstances.

5.17 The bid should be complete in all respects otherwise liable to be rejected. Tender should be duly signed. Incomplete and unsigned bids will not be considered.

5.18 Quotations must be clearly written or typed without any overwriting. The person signing the bid must attest all corrections / over writings if any.

5.19 All rates / prices in Price bid should be given in figures and in words. If there is any discrepancy between the Prices given in figures and words, the Lower of the two shall be taken for our comparison.

5.20 Installation of Equipments: Equipments will be installed at NIMR, Sector 8, Dwarka, New Delhi without any additional cost.

5.21 Director NIMR, New Delhi reserves the right to defer the above dates or cancel the Tender in part or whole without assigning any reason what so ever.

5.22 All terms and conditions of the tender/quotation will be dealt as per instructions guideline of Central Vigilance Commission.

## **6. GENERAL TERMS AND CONDITIONS**

6.1 Printed terms and conditions of the firms sent along with offer, if any shall not be binding on us, if they are in full or in part are not consistent with the terms and conditions specified in this Tender.

6.2 Installation and Commissioning means Supply, installation, and commissioning and satisfactory demonstration and training to staff to operate of the whole system as per the specification ordered for.

6.3. Liability for Late delivery and installation - If the Vendor delays the supply, installation and commissioning in all respect beyond stipulated period mentioned in purchase order, a sum equivalent to 1 (one) percent of the Order Value for each week of delay will be deducted from the Contract Value, as liquidated damages, subject to maximum deduction of 10 percent of the Order Value.

6.4 In case the supplier/agent defaults in the installation & commissioning including supply as per the order placed by National Institute of Malaria Research, New Delhi, India fails to time period within the stipulated time as indicated in the Purchase order or even within the extended delivery date, the purchase order lying with the tenderer should stand automatically cancelled and NIMR, New Delhi shall be at liberty to get work done from other available sources at the risk and cost of the defaulting tenderer . The additional expenditure so incurred for work done shall be borne by the defaulting tenderer and this amount will be limited to amount of Performance security and tenderer will be blacklisted for five years.

6.5 Inspection: - NIMR, New Delhi may decide to inspect the equipments in the following modes.

6.5.1 Pre shipment inspection may be done by the Personnel of NIMR, New Delhi.

6.5.2 Pre shipment inspection may also be done by any reputed Inspection agency.

6.6 NIMR, New Delhi shall inspect and test and where necessary reject the equipments after its arrival at NIMR, New Delhi in addition to Pre shipment inspection if any. The Pre shipment inspection shall in no way be limited or waived by reason of the equipments having been inspected, tested and passed by NIMR, New Delhi or the inspection agency prior to shipment.

6.7 Packing:- The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. Suppliers will have to make good the shortages, if any, which are revealed after opening the packages. The stores which are spoiled / damaged during transit due to faulty packing will have to be replaced by the suppliers.

6.8 Force Majeure clause:- The vendor shall not be liable for forfeiture of its bid security, performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. Force Majeure means an event beyond the control of the supplier and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to,



acts of the vendor either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the vendor shall forthwith notify NIMR, New Delhi in writing of such conditions and cause thereof. Unless otherwise directed by NIMR, New Delhi in writing, the vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all alternative means for performance not prevented by the Force Majeure event.

6.9 Dimensions and weight:- The dimensions of the equipment, the net weight and gross weight of the equipment should be clearly mentioned in the technical bid.

6.10 Applicable Law:- This tender documents and contract is subject to the Indian law and Indian Contracts Act as applicable and amended from time to time

6.11 Jurisdiction:- All disputes are subject to the courts within NEW DELHI, India jurisdiction only.

6.12 Full and complete set of documentation manuals, Operation manuals and service / Maintenance manuals to be provided in English/Hindi.

6.13 Arbitration:

- i) All dispute or difference of any kind arised between the purchaser and the supplier in connection with or relating to the contract, contained herein, shall be mutually discussed and settled between the parties concerned.
- ii) However, disputes which cannot be settled, shall be finally decided and resolved by arbitration in accordance with the provisions of the arbitration and conciliation act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by the Director, NIMR only. The proceedings of the arbitration shall be conducted in English and shall be constructed as domestic arbitration under applicable laws.
- iii) All the disputes/issues arising out of this transaction will be subjected to the exclusive jurisdiction of courts at New Delhi.

6.14 Language of contract:- The contract / Purchase Order and all correspondence relating to the contract / Purchase order shall be written in English/Hindi language only.

6.15 Notices and communications:- For all purposes of all notices, the following address shall be used by the Bidder / Vendor:-

The Director,  
National Institute of Malaria Research (ICMR)  
Sector 8, Dwarka, New Delhi-110077.  
India

6.16 Termination for default:- NIMR, New Delhi may, without prejudice to any other remedy for breach of contract, by written notice of default to the Vendor, terminate the contract in whole

6.16.1 If the vendor fails to execute work as purchase order or within any extension thereof granted by NIMR, NEW DELHI.

6.16.2 If the vendor fails to perform any other obligation under the order.

6.16.3 If the vendor in the judgment of NIMR, NEW DELHI has engaged in corrupt or fraudulent practices in competing for or in executing the order.

6.16.4 If the vendor is declared insolvent / bankrupt in a court of law or such proceedings are contemplated by NIMR, NEW DELHI.

6.16.5 If the vendor goes into dissolution or liquidation or transfers substantial part of its business or assets.

6.17 Termination for Cause:- NIMR, NEW DELHI may at any time terminate the purchase order in giving written prior notice to the vendor, without compensation to the vendor.

6.18 Intellectual Property Rights:- The Vendor shall indemnify NIMR, NEW DELHI against all third party claims of infringement of Patent, Trademark, Copy Rights or Industrial Design rights arising from the use of the equipment / goods or any part thereof in India.

6.19 Training clause:- Tenderer shall provide free on-site training.

6.20 Pre installation requirements:- The Technical Bid must contain details with specification of items required for installation(PRE-INSTALLATION REQUIREMENTS (AIR / WATER) ELECTRICAL POWER / TEMPERATURE & HUMIDITY CONTROL / FOUNDATION / SPACE and any other requirements to complete work /project at NIMR, NEW DELHI.

6.21 Order acknowledgment:- Within 15 days from the date of Purchase order/work order / Contract the Order / Contract should be acknowledged by the Vendor (Indian OEM / Foreign Principal) failing which it will be deemed that the vendor is not interested in the contract / purchase order and the bid security will be forfeited without any further recourse.

6.22 Performance Security:- The vendor shall furnish a performance security in form of an Accounts payee bank draft/ pay order, Fixed Deposit Receipt (FDR) from scheduled commercial bank OR Bank Guarantee (PBG) from a scheduled commercial bank in India in an acceptable form safeguarding the purchase interest in all respects. The Bank guarantee should cover the warranty period and CMC/ AMC as mentioned in clause 5.1 (Scope of work) plus three months from the date of installation of the equipment. The value of the Bank guarantee is 10% of the order value.

6.23 The system (equipment) should be able to operate 415-440V three phase power supply.

6.24 Risk Clause:- If the tenderer fails to execute the order of supply and installation of the equipment within the period specified in the purchase order, NIMR, NEW DELHI may get it executed from other source upon such terms and in such a manner as it deems appropriate and tenderer will be liable to pay NIMR, NEW DELHI any excess cost incurred for such similar Goods or Services. Liability of the Vendor on this account will be limited to the Performance Security.

6.25 Responsibility:- The responsibility lies with the successful bidder, if any damage or loss to the property of the Institute occurs while executing the order. Liability of the Vendor on this account will be limit to the Performance Security.

6.26.1 Guarantee/Warranty, Defects & Liability Period:- This should be valid up to 3 years Comprehensive warranty and two years non-comprehensive warranty free of cost from the date of completion of satisfactory installation and demonstration as certified by NIMR, NEW DELHI.

6.26.2 Down Time: the vendor shall ensure that down time on any occasions will not be more than seven working days, desirable < 72hrs. However all calls should be attended within < 72 hours, desirable < 24 Hrs. Failing which warranty/CMC/AMC shall be extended by two times that of breakdown period after seven days.

6.26.3 Bidder/firm should provide rates list of spare parts and related consumables to maintain the equipment up to 10 years (beyond of 3 years comprehensive warranty period). Discount on all the parts and related consumables should be given at least upto 5 years beyond the period of 3 years comprehensive warranty. During warranty/CMC/AMC of equipment, there should be at least 4 preventive and unlimited breakdown visit/services in a year (one, every Ninety Days).

6.26.4 If there is delay in providing preventive maintenance, the period of warranty/CMC/AMC shall be extended by same number of days of the delay in preventive maintenance.

- 6.26.5 Transportation: If any equipment or part of equipment is required to be sent to company service centre during warranty/CMC/AMC period then complete transportation charges shall be borne by company /bidder concerned.
- 6.27 User List:- A signed list of similar equipment / stores supplied by the bidder (or the OEM) to the Other ICMR, CSIR labs, other medical Institutions like Government or Private Hospitals or any State and Central Govt. Departments, Undertakings in India during last three years, should be furnished, indicating capacity, model, type of equipment, cost etc. and address of the parties to whom supplied.
- 6.28 The acceptance of the tender/quotation will rest with the Director NIMR, NEW DELHI who does not bind him/herself to accept the lowest quotation and reserves the right to him/herself to reject, or accept any or all the quotations received, without assigning any reason. The quotations are liable to be rejected, if any of the conditions are not complied with.
- 6.29 The bidder shall supply the following documents at the time of Acceptance Test:
- 6.29.1 Complete set of Technical/Operation and Maintenance Manual.
  - 6.29.2 Comprehensive inventory with list of accessories delivered.
  - 6.29.3 Mode & connectivity details (if applicable).
  - 6.29.4 System diagram.
  - 6.29.5 Firm which will not fulfill the conditions accepted by them in their tender may be declared “black listed” and in that case all type of future business with that firm may also be stopped for five years.
  - 6.29.6 If single response is received, then tender may be re-floated. However, second time again single response is received, it can be considered with the permission of Director. The same is not applicable for proprietary items.
  - 6.29.7 There should be numbering on each and every page of tender documents and list of enclosures should also be mentioned at first page of tender where details for tender is written along with the number of pages of enclosures to avoid any un-happening /confusion etc.
  - 6.29.8 If quoted equipment or model is discontinued by the firm/manufacturing after quoting the item, the firm will inform NIMR and after getting acceptance from NIMR, the firm will have to supply the equivalent or higher version of the same make at the same price, other terms and conditions of the tender will remain un-changed.

## **7. SPECIAL TERMS & CONDITIONS FOR INDIGENOUS OFFERS**

- 7.1 Prices:- Prices in the Price Bid should be quoted either Ex-works or on Free Delivery at NIMR, New Delhi basis. If it is Ex-works then the packing and forwarding charges, Insurance (from ware house to warehouse with all risks covered on 110% of the value) charges, Freight charges by road (any reputed transporter) / Courier (any reputed courier) on door delivery basis must be clearly mentioned. Quotations without these details will be summarily rejected.
- 7.2 Taxes:- In the case of indigenous item, the RATE OF SALES TAX / Value Added Tax /CST/Octroi duty etc. if applicable and intended to be claimed from the purchaser must be specifically mentioned along with price quoted, failing which no such claim will be admitted on any ground and at any stage.
- 7.3 Banker’s address:- Our banker is Canara Bank, CCRT, Sector 7, Dwarka, New Delhi-110075. All cheques / demand drafts will be crossed account payee only.
- 7.4 Registration Numbers:- The following certified copies should be attached with the technical bid.
- 7.4.1 Sales tax / Value Added Tax Registration Number
  - 7.4.2 Service tax registration number
  - 7.4.3 Current Income tax clearance and PAN
- 7.4 Service support:- The post installation warranty support is required to be provided by your New Delhi service centre. Hence mention the contact address, with name of contact person and telephone numbers.

7.5 Payment terms:- No advance payment shall be made. However 100% Payment will be released after successful installation of the equipment at NIMR, New Delhi and on submission of Performance Security of 10% value of the order price, valid till the expiry of the comprehensive warranty period (Three Years) and additional 60 days thereafter by the bidder.

## **8. SPECIAL TERMS & CONDITIONS FOR IMPORTED OFFERS**

- 8.1 Cost: - Ex-Works Price to be clearly indicated in the Price Bid. The Indian agents commission if any will be subtracted from the Ex-works Price in the Purchase Order. FOB Charges up to the nearest gateway International airport to be indicated in the Price bid.
- 8.2 Export License:- If the required equipment are subject to Vendor procuring an export license from the designated government agency / Country from where the goods are shipped / sold , the vendor has to mention the name, address of the Government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.
- 8.3 Customs duty: - The NIMR is exempted from customs duty under notification no.148/94-Cus dated 13.07.1994 as amended by notification No. 173/94-Cu, dated 6.10.1994. However the tenderer must indicate separately the customs duty (percentage and amount) and excise Duty (percentage and amount) if applicable. NIMR shall provide the custom duty exemption certificate (CDEC) with purchase order.
- 8.4 Banking charges outside India for opening of LC shall be borne by bidder.
- 8.5 Custom clearing activities will be done by company / tenderer on their cost and required documents should be provided by NIMR New Delhi on request by them and ship the equipment /instruments up to New Delhi or any destination of field units of NIMR free of cost by Company/ Tenderer.
- 8.6 INDIAN AGENT'S COMMISSION, if any: If you have any Agents in India, please show specifically whether the amount of commission payable to them is included in the Ex-works Price. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. The role played by the Indian Agents in rendering assistance to NIMR, New Delhi must also be specified and copy of authorization letter enclosed in technical bid.
- 8.7 COUNTRY OF ORIGIN: Please specify PLACE / Country of Origin and the Place / country from which goods will be finally shipped. These particulars are very important for establishment of L/C, arranging insurance etc.
- 8.8 Inspection:- The Indian agent / Indian branch Office will be intimated immediately after the receipt of the consignment at NIMR, New Delhi Stores. The consignment will be jointly inspected by the Stores personnel, Technical Personnel of NIMR, New Delhi and the representative of Indian agent within 24 hours after receipt. The consignment will be compared with the work order and packing list. Any excess supply, shortage, wrong supply and any damage will be noted immediately and intimated to the vendor. Damaged and unaccepted supply for work will be returned to you at your risk and cost. The vendor should make good the shortage and replace the damaged / wrong shipment at no cost to NIMR, New Delhi.
- 8.9 Installation and commissioning:- After opening of L/C The successful tenderer shall supply, undertake all site works, install, commission, demonstrate satisfactory performance and hand over the equipments with all respect within 12 weeks or mentioned period in purchase order otherwise penalty should be imposed accordingly. Time shall be the essence of contract.
- 8.10 Service: - The Indian agent / Indian branch office of the foreign principal should support the equipment fully during the warranty. If NIMR, NEW DELHI requires AMC during the post warranty period the Indian agent / Indian branch office must fully offer full support.
- 8.11 Merger and Acquisition:- Any merger and acquisition of the Foreign principal by other companies / firms must be intimated to NIMR, NEW DELHI immediately.

- 8.12 Change of Indian Agent:- If there is any change of Indian agent during the warranty period / post warranty period the foreign principal must intimate NIMR, NEW DELHI immediately with the new company's name and address.
- 8.13 Insurance:- If the contract requires the foreign principal to insure the goods, the vendor unless otherwise agreed on the face hereof, insure the goods.
- 8.13.1 For a value equal to one hundred and ten percent (110%) of the FOB amount of the contract on warehouse to warehouse basis.
- 8.13.2 On the basis of All Risks (Institute Cargo clauses) or on equivalent terms.
- 8.13.3 With underwriter (s) or insurance company(ies) of good repute.
- 8.13.4 Any additional insurance coverage shall be arranged by vendor upon the special request and on the account of NIMR, New Delhi.
- 8.14 Import Payment:- Letter of Credit (L/C) will be established for 100%. Payment will be released in two parts:
- 8.14.1 80% payment after presentation of original documents after dispatch of the item ordered and furnishing 10% Performance Security in form of Fixed Deposit Receipt, Bank Draft/Banker cheque or Performance Bank Guarantee of any commercial bank in India by Foreign Principal / Indian Agent valid till the expiry of the comprehensive warranty period and additional three months thereafter and all other promises committed by the tenderer in their tender and/ or during the negotiation/discussion.
- 8.14.2 20% payment after satisfactory supply, installation , commissioning and demonstration of the item ordered and submission of Performance Security.
- 8.14.3 If the Letter of Credit is required to be extended / reinstated for reasons not attributable to NIMR, NEW DELHI the Bank Charges thereof shall be charged to the beneficiary's account.
- 8.14.4 Documents: - The following documents are required by us at the time of negotiation of documents for Letter of Credit within 48 hours of shipment.
- 8.14.4.1 Commercial invoice – 3 copies (original)
- 8.14.4.2 Packing list – 2 copies
- 8.14.4.3 Country of Origin – 1 copy
- 8.14.4.4 Master Airway Bill/ Bill of lading – 2 copies
- 8.14.4.5 Warranty certificate – 2 copies

**TECHNICAL SPECIFICATIONS**

S.no.	Name of Equipment	Qty	Technical Specifications
1.	Spectrofluorometer	One	<p><b>Wavelength range:</b> 220-650nm or better  <b>Light source:</b> Xenon Lamp/LED/Halogen lamp  <b>Excitation filter:</b> Blue: 442-497nm, Green 490-558, Red 613-662, Optional UV (300-380)  <b>Emission filter:</b> Channel 1: 400-460nm, Channel 2: 510-580nm, Channel 3: 665-740nm  <b>Cuvette:</b> 200-500 <math>\mu</math>l quartz  <b>Sensitivity:</b> 0.5-10ng/ml or better  <b>Operational temperature range:</b> Ambient <math>\pm</math> 10 deg-30 deg  <b>Detectors:</b> Photodiode, detection range 300-1000 nm  <b>Operational Voltage:</b> 100-240V AC, 50-60 Hz  <b>Software Specification:</b> Measurement of florescence based enzyme substrates. Data Processing, Graph plotting options, printer friendly  <b>Operational temperature range:</b> Ambient <math>\pm</math> 2°C  <b>PC requirement:</b> Compatible with Window PC with all accessories, USB Printer and barcode reader, Wi-Fi Internet, 2-3 USB ports etc.</p>

**Annexure B**

**TECHNICAL COMPLIANCE OF SPECIFICATIONS AS PER ANNEX A (Must attached point wise)**

Name of specification/Parts/Accessories of Tender enquiry	Specifications of Quote Model/Part/ Accessory	Compliance whether Yes or No
<u>Specifications for Equipment</u>		

Signature & seal of bidder

- If the bidder fails to enclose the compliance Statement, his bid is likely to be rejected.
- If the bidder offers more than one model, then the technical compliance statement must be enclosed for each and every model separately

**Deviation Statement Form**

Following are the Technical deviations and variations from the Technical specifications

S.No.	Item	Statement of Deviations/variations

The Following are the particulars of the deviations from the requirements of the Tender document terms and conditions:

S.No.	Clause in the terms and conditions	Deviation	Justification for the deviation

These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Signature of bidder  
Date

Note:

The technical compliance/deviation should be supported by relevant technical literature  
If specification in Superior/inferior than asked for the enquiry, it should be clearly brought out in the justification.  
If the bidder offers more than one model, then the technical compliance statement must be enclosed for each and every model separately



**Annexure D (Part of price bid)**

Cost of the Equipment, parts and Accessories and Other details Offered as per the suggested mandatory components (Must be enclosed in the Price Bid)

<i>Brief Description of Goods, Make, Model, &amp; Country of Origin</i>	<i>Quantity (Nos.)</i>	<i>Basic Price</i>	<i>Freight / Insurance</i>	<i>Custom Duty (percentage and amount)</i>	<i>Excise Duty (if any) [%age &amp; amount]</i>	<i>Sales tax/VAT/ CST/ CENVAT (if any) [percentage and amount]</i>	<i>Inland Transportation</i>	<i>Incidental Services (including Installation &amp; Commissioning, Supervision, Demonstration and Training) at the Consignee's site (h)</i>	<i>Unit Price (at Consignee Site) basis (a+b+c+d+e+f+g+h) which ever is applicable</i>	<i>Price for Buy – back Equipment, if any</i>	<i>Total Price Consignee Site basis (10-11)</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>

Total Tender price in Foreign Exchange (if any) & Indian Rupees (In words):

\_\_\_\_\_

*Note: -*

1. If there is a discrepancy between the unit price and total price, unit price shall prevail.
2. The tenderer must indicate separately the customs duty (percentage & amount), Excise duty (percentage & amount) and CST / VAT (percentage & amount) if applicable.
3. The foreign exchange component (if any) & the Indian rupee component shall also be shown separately.
4. *The charges for Annual CMC/AMC after warranty shall be quoted separately.*
5. *Above quoted price will be inclusive of 3 years comprehensive warranty and 2 years non comprehensive warranty*

Signature of Tenderer\_\_\_\_\_

Name\_\_\_\_\_

Business Address\_\_\_\_\_

Seal of the Tenderer\_\_\_\_\_

Place: \_\_\_\_\_

## After Sales Service Support Details

Sl. No.	Local Address, Telephone numbers, Fax numbers and email address of the agent who will provide after sales support	Number of engineers / service personnel who are stationed at the local address	Nature of training imparted to the service personnel especially at the principal's company	List of consumables/spares held at all times by the agent

Signature &amp; seal of bidder

Important: When the tenderer stations only skeleton staff at the local address and stations the key service providers at other locations, the address of locations have to be clearly brought out. The lead time required for attending such out station calls should also be clearly brought out. The bidder should clearly indicate in which cases it would be essential for the equipment to be sent to foreign principal for servicing or in which cases it will be essential for service personnel to come from foreign principal.

**Annexure F**  
**WARRANTY CERTIFICATE**

We Warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specification, drawing, or samples and operate properly. We shall be fully responsible for its efficient operation. This Warranty shall survive inspection of any payment or and acceptance of the goods but shall expire after (expect in respect of complaints of which the contractor has been notified prior to such date) 36 months Comprehensive warranty after their successful installation, commissioning and acceptance by NIMR, New Delhi.

The obligations under the Warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive and unscheduled) and transport charges from site to the manufacturers work and back and free repair/adjustment or replacement at site or any parts of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications previously given by the NIMR, New Delhi to the vendor.

We also accept the non comprehensive warranty (AMC) for a period of 24 months after the expiry of comprehensive warranty for 36 months on free of cost basis.

Signature & seal of bidder

Note: It should be provided on the letter head of the firm / company.

**Annexure G**  
**BID SECURITY/EARNEST MONEY DEPOSIT FORM**

Whereas .....1 (hereinafter called "the Bidder") has submitted its bid dated.....  
(Date of submission of bid) for the supply of..... (name and/or description of the goods)  
(Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country), having our registered office at .....(address of bank) (hereinafter called "the Bank"), are bound unto ..... (name of Purchaser) (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 Instruction to Bidders.

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

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

\_\_\_\_\_  
\_\_\_\_\_

1 Name of Bidder

**Annexure H**  
**Check List to be furnished by the bidder**

S. No.	Particulars	Compliance (Yes/No)	Page No.
1	When Quotation is from Indian agent / Dealer – whether letter of Authorization of Foreign principal is enclosed in the techno-commercial bid.		
2	Whether the proof of turnover for is enclosed (balance sheet) & PAN No.		
3	For Two Bid System – Whether Techno commercial and Price Bids are kept in separate envelopes duly indicating Techno – Commercial Bid and Price Bid respectively		
4	Whether Tender Number, due date and opening date have been written in all the envelopes		
5	In Case of Tender document downloaded from the website – Whether the tender document fee (demand draft in favour of Director, National Institute of Malaria Research, New Delhi is enclosed along with Techno commercial bid		
6	EMD – Whether the required EMD is Enclosed along with the Techno commercial bid		
7	In case the firm is exempted from payment of EMD (Like SSIs registered with NSIC, firms registered under DGS & D) – Whether Valid Permanent Enlistment Certificate of NSIC / Valid DGS & D Rate Contract copy is enclosed in the Techno Commercial Bid		
8	If You are an Indian Agent / Dealer / Distributor for a foreign principal have you enclosed the Letter of Authorisation / Agency certificate in the Techno Commercial Bid.		
9	Whether Technical compliance Statement in Annexure B is enclosed in the Techno Commercial Bid		
10	Whether the Deviation Statement in the format given in Annexure C is enclosed in the Techno Commercial Bid		
11	Whether the price bid submit as per Annexure D		
12	Whether Details of After sales support is given as per format in Annexure E and is enclosed in the Techno Commercial Bid		
13	Whether the warranty certificate is enclosed as per Annexure F and is enclosed in the Techno Commercial Bid		
14	Whether Checklist Annexure H enclosed		
15	Whether the List of Users is given as per Annexure I and is enclosed in the Techno Commercial Bid.		
16	Whether the Under taking certificate submitted by the manufacturer as per Annexure K		
17	Whether the Pre-installation requirements is given in the Techno Commercial bid		
18	Whether rate list of spare parts and related consumables to maintain the equipment beyond 3 years comprehensive warranty period is provided (discount should be mentioned)		
19	Whether the Technical Bid/Price Bid has been signed in every page		

Signature & seal of bidder

**Annexure I**

**List of Users for a period of 3 years preceding this tender (If possible similar equipment)**

Sl. No.	Order for similar equipment placed by (full address of purchaser with contact person, telephone number)	Purchase Order Number and Date	Description, model and quantity ordered	Price Charged Important: (Rates to be blacked out in the technical bid. The Price bid of bidder must contain the price Charged)	Date of completion of delivery as per contract and Date of installation / commissioning as per contract	Reasons if any, for delay in delivery, installation and commissioning

Signature & Seal of Bidder

**Annexure- J**  
**(To be typed on 100 rupees Stamp Paper)**  
**Performance Bank Guarantee**

Bank Guarantee No.: \_\_\_\_\_  
Amount of Guarantee: Rs. \_\_\_\_\_ Valid Up to : \_\_\_\_\_  
Guarantee Cover from : \_\_\_\_\_ to \_\_\_\_\_

**The Director,**  
**National Institute of Malaria Research**  
**(Indian Council of Medical Research)**  
**Sector 8, Dwarka, New Delhi-110077**

This deed of guarantee executed by (Name of Bank) ..... Constituted under the (Bank Act) ..... having its Corporate Centre at ..... and amongst other places a Branch, ..... (hereinafter referred to as “the Bank”) in favour of **National Institute of Malaria Research, New Delhi** (hereinafter referred to as “**the Beneficiary**”) for an amount not exceeding Rs. .... (Rupees ..... ) at the request of (Name of Firm) ..... (hereinafter referred to as “the Contractors”).

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. .... (Rupees ..... ) and the Guarantee shall remain in full force upto ..... and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the bank on or before .....

Where as you have entered in to a contract reference No. .... P.O. No. ....  
Dated.....With (Name of Firm) ..... for the supply of ..... which is hereinafter referred to as “the said contract” and where as (Name of Firm) ..... has undertaken to produce Bank Guarantee for the 10% of the contract price amounting to Rs. .... (Rupees ..... ) to secure its obligations **National Institute of Malaria Research, New Delhi** for the warranty of the equipment supplied.

We, (Name of Bank) ..... Hereby expressly irrevocably and unreservedly undertake and guarantee as Principal obliges on behalf of (Name of Firm) ..... that in the event **National Institute of Malaria Research, New Delhi** declares to us through you that (Name of Firm) ..... has not fulfilled the warranty/other obligations according to the contractual warranty obligations under the said contract to pay you on demand without any reference to M/s .....an amount of Rs. .... (Rupees.....) Notwithstanding any right/disputes raised by (Name of Firm) ..... or any said or proceedings pending in any competent Indian Court or before any arbitration tribunal, your written demand shall be conclusive evidence to us that such payment is payable under the terms of the said contract and shall be binding in all respect on us.

We shall not be discharged or released from the aforesaid undertaking and guarantee by any arrangements, variations made between you and (Name of Firm) ..... indulgence to (Name of Firm) ..... by you with or without our consent and knowledge or by alterations in the obligations of (Name of Firm) ..... by any forbearance whether as to payment time performance or otherwise.

We further agree and undertake not to revoke this guarantee before the same is discharged in writing by you.

This guarantee shall remain valid until .....

Notwithstanding anything contained herein.

Our liability under this guarantee is restricted to Rs. .... (Rupees ..... )

This Bank Guarantee shall be valid up to .....

We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if your serve upon us a written claim or demand and received by us or before ..... i.e. the date of expiry of this bank guarantee.

The Bank Guarantee should be returned to us after the expiry date for cancellation purpose, even if the original guarantee is not returned, our liability on this guarantee ceased to exist.

Dated at ..... at this ..... Day of .....

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

(Signature of authorized Officer of the Bank)

Witness (Name, Address & Signature)

1.

2.



## **Annexure K**

### **Undertaking**

1. I undersigned certifies that I have gone though the Terms & conditions mentioned in the tender document including annexure and undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of one year from date of opening of tender.
2. It is certified that rate quoted are the lowest quoted for any organization/Hospital in India.
3. Earnest money deposited by me/us viz Rs. \_\_\_\_\_ in the form of Demand Draft /Banker's Cheque in favour of Director National Institute of Malaria Research, New Delhi is attached herewith and shall remain in custody of the Director, National Institute of Malaria Research, New Delhi as per terms and conditions.
4. I/We give the rights to Director, National Institute of Malaria Research, New Delhi to forfeit the EMD deposited by me/us if any delay occur on my/agent's part or fails to supply the article at the appointed place and time and of the desired specification.
5. **There is no vigilance/CBI case or court case pending against the firm/supplier.**
6. That the firm/company is not blacklisted by any organization.
7. On Inspection if any article is found not as per supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience at my /our own expenses.
8. I/we hereby undertake to supply the items as per specifications and directions given in supply order within the stipulated period.
9. I/we undertake in case down time of the equipment is more than 3 working days, the period of warranty /CMC/AMC shall be extended by two time of the total breakdown period unless stand by arrangements are made. Also undertake to supply all spares for optimal up keep of equipment for at least 10 years after handing over the unit to the institute.
10. I/we undertake to provide guarantee/warranty/ AMC/CMC as mentioned in specifications for ten years from the date of satisfactory installation and inspection. I also undertake that I will maintain the equipment during this period and replace the defected parts free of cost, if necessary.
11. I/we understand that Director, National Institute of Malaria Research, New Delhi has the right to accept or reject any or all the tenders without assigning any reasons (s) thereof.

**Name, Signature & Address of the tenderer  
With rubber stamp**

**Note:** Undertaking can be submitted by the authorized distributor for imported products if there is no marketing office of principal companies in India.