

BID DOCUMENT

Procurement of Equipment for various Central Drugs Testing Laboratories of CDSCO in India

NATIONAL COMPETITIVE BIDDING

BID REFERENCE: IFB No. HSCC/PUR/CDSCO/Equipment/2011 -12 dated 04.11.2011

**HSCC (I) LTD.
(A Govt. of India Enterprises)
Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301.
Website <http://www.hsccltd.com>
Tel: 0120-2540216
Fax: 0120 - 2542447**

Date: 04.11.2011

FORWARDING LETTER

To
(Prospective Bidder) _____

Our Ref.: IFB No. HSCC/PUR/CDSCO/Equipment/2011 -12 dated 04.11.2011

SUBJECT: Invitation for Bids for Supply, Installation, Testing & Commissioning of Scientific Equipment for various Central Drugs Testing Laboratories of CDSCO in India

Sir

1. Enclosed please find bid document for various Line items.
2. The date for the Bid receipt and opening will be as per Invitation of Bid (IFB). However, in the event of the day of receipt and opening of bid being declared a holiday, the due date of receipt and opening of bids will be the following working day at the same time.
3. The bidder is eligible to quote only for the Line Item(s) for which the Bid Security is submitted as per the relevant Clause of Instructions to Bidders.
4. Pre-bid meeting will be held on 14.11.2011 at 15:00 Hrs at Central Drugs Standard Control Organization (CDSCO), Directorate General of Health Services, Ministry of Health and Family Welfare, Government of India, FDA Bhawan, Kotla Road, Behind Bal Bhawan, Opposite Mata Sundri College, New Delhi. Bidders are requested to bring with them any clarifications required in writing and submit the same during the Pre-bid meeting/discussions. Response to the queries, amendments/corrigendum/modifications, if any shall be displayed only on website <http://www.hsccltd.com>. Interested bidders are requested to check above website on regular basis.

Kindly acknowledge the receipt of the Bid Document.

Chief General Manager (F&A and Proc.)

Encl:

1. Annexure-A – Important Clauses in brief.
2. Invitation for Bids (IFB) – Details
3. Section-I - Instructions to Bidders (ITB)
4. Section-II - General Conditions of Contract (GCC)
5. Section-III - Special Conditions of Contract (SCC)
6. Description & Specifications
7. Formats
8. Complete address of consignee

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Annexure-A

Important Clauses in Brief, For Quick Reference only, (BIDDER MUST REFER ALL TERMS & CONDITIONS ETC. ENCLOSED WITH THE BID DOCUMENT IN DETAILS)**Instruction to Bidders (ITB)**

1. **Bid Security Amount** - As given in IFB Details.
2. **Price Bid** - Please refer Clause 6 of ITB. Quoted price must include cost of 2 years Comprehensive Warranty and **3 years CMC Charges with spares thereafter.**
3. **Statutory Variation** - As per Clause 6.4 of ITB, any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.
4. **Optional Items** - As per Clause 6.6 of ITB, Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the bid Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.
5. **Manufacturer's Authorization** - As per Clause 7.2 (a) of ITB. that, in the case of a Bidder offering to supply Goods of import origin under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has to be duly authorised by the Goods manufacturer or producer to supply the Goods. Indigenous Manufacturers to quote themselves or through their Sole selling Agent duly authored by them.
In this regard, the Bidder should submit an Authority Letter from their manufacturers.

In case of a Line Item comprising group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer's of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorization as per the format given in the bid document.
6. **Bid Document Fee** - See Clause 9 [B] of ITB.

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- 7. Bid Validity** - **180** days as per Clause 10.1 of ITB
- 8. Amount of Performance Security-** 10% as per Clause 24 of ITB.
- 9. Preliminary Examination** - As per Clause 17 of ITB, the Bid Form, signed by the Bidder which stipulates acceptance of all the terms & conditions of bid document and shall supersede all other terms & conditions given by the bidder in their bid.

General Conditions of Contract (GCC)

- 10. Delivery and Installation** - Delivery of equipment/ goods shall be within 2 Months from the date of placement of order and Installation, commissioning & Training of equipment/ goods shall be within 3 months from the date of placement of order as per Clause No.9 of GCC
- 11. Insurance** - 110% of Order Value as per Clause No.10 of GCC.
- 12. Payment Terms** - 80% & 20%, as per Clause No. 12 of GCC.
- 13. Liquidated Damages** - 0.5% per week upto 10% as per Clause No.15 of GCC.
- 14. Warranty** - As per Clause 26 of GCC.

Minimum Qualification Criteria as per Clause 4 of SCC

- 15. Minimum Qualification Criteria** - As per Clause 4 A (iii) of SCC. Indigenous Manufacturers to quote themselves or through their Sole selling Agent duly authored by them.
- In case of a Line item comprising group of items, then Bidder may give Self Manufacturer's authorisation for main equipment and for associated equipment from other manufacturers of his choice (indigenous/imported) for which Bidder shall submit Manufacturer's Authorization as per the bid format.
- 16. Minimum Qualification Criteria** - As per Clause 4 A (iv) of SCC. Bidders should have in the past 5 years (1st October 2006 – 30th September 2011), satisfactory executed for the Line item offered, at least one single order of like nature of item and quantity not less than 25% of quantity of Line item offered by bidder. The bidders shall furnish "End User Certificates/Client Certificates" indicating contact details i.e. name of person, phone/fax/mobile nos. etc. End User Certificates/Client Certificates should be for those Purchase Order only for which Copies are submitted by the bidder.

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- 17. Other eligibility requirements** - As per Clause 4 B (ii) of SCC. The Bidder should submit audited Balance Sheets and Profit & Loss Accounts along with audited reports for the last 3 years (2007-2008, 2008-2009 and 2009-2010) to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.
- 18. Bid Form** - To be submitted as per Clause 6 of SCC in the given format.
- 19. Components & Quantities** - All components/ quantities of the line item must be quoted as per Clause 9 of SCC.
- 20. Turnkey activities** - The offer should be on turn-key basis including all costs incidental to the same as per Clause 12 & 15 of SCC.

**Central Drugs Standard Control Organization (CDSCO), Directorate General of Health Services,
Ministry of Health and Family Welfare, Government of India**

through

HSCC (India) Limited
(A Government of India Enterprise)
Plot No. 6(A), Block –E, Sector-1, Noida -201301

INVITATION FOR BIDS (IFB)

IFB Reference No. : HSCC/PUR/CDSCO/Equipment/2011 -12

Date: 04.11.2011

Central Drugs Standard Control Organization (CDSCO), Directorate General of Health Services, Ministry of Health and Family Welfare, Government of India, FDA Bhawan, Kotla Road, Behind Bal Bhawan, Opposite Mata Sundri College, New Delhi through HSCC (India) Limited invites sealed bids from eligible bidders, only in Single stage two bid system, for Supply, Installation, Testing & Commissioning of Laboratory Equipment at various Central Drugs Testing Laboratories of CDSCO in India having details as per following:

Table – A

| Line item no. | Description | Qty | Bid Security |
|---------------|--|-----|--------------|
| 1 | Fourier Transform Infra Red Spectrometer(FT-IR) | 6 | 144000 |
| 2 | UV Visible spectrometer | 4 | 44000 |
| 3 | Liquid Particle Counter | 3 | 43500 |
| 4 | Gas Chromatography with Head Space, FID Detector & Auto Sampler | 4 | 160000 |
| 5 | Water Purification System | 2 | 20000 |
| 6 | Atomic Absorption Spectrophotometer with inbuilt Flame Atomizer, Graphite Furnace, Hydride Generator & 7 Lamps | 4 | 240000 |
| 7 | Auto Titrator | 2 | 48000 |
| 8 | Dissolution test equipment with auto sampler | 3 | 45000 |

Details of the schedule and venue of various bid related activity are as per following:

Table - B

| S. No. | Description | Schedule details |
|--------|-------------------------------------|--|
| 1. | Can be Purchased from | HSCC India Ltd. , E-6(A), Sector -1, Noida – 201301 during the working days from 04.11.2011 to 07.12.2011 between 10.00 hrs. to 16.30 hrs. |
| 2. | Bid document can be downloaded from | http://www.hsccltd.com from 04.11.2011 (10.00 hrs. onwards) |

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| | | |
|----|---|---|
| 3. | Pre-bid meeting date & time | 14.11.2011 at 1500 Hrs. |
| 4. | Venue of pre-bid meeting | Central Drugs Standard Control Organization (CDSCO), Directorate General of Health Services, Ministry of Health and Family Welfare, Government of India, FDA Bhawan, Kotla Road, Behind Bal Bhawan, Opposite Mata Sundri College, New Delhi |
| 5. | Pre-bid meeting query response date & time on the website mentioned above | 21.11.2011 by 1600hrs at HSCC website http://www.hsccltd.com only |
| 6. | Last date & time for submission of bid | 08.12.2011 upto 1400 Hrs. |
| 7. | Techno-commercial opening of bids | 08.12.2011 from 1430 Hrs. onwards |
| 8. | Venue of bid opening | HSCC (India) Ltd., E--6A, Block-E, Sector-1, NOIDA (U.P.) Ph No. 0120-2443104, 2443113 |

- Bid evaluation will be made on the basis of total "All inclusive lump sum price" to be offered for each equipment/store comprising a Line Item. Any part/incomplete offer in respect of a particular Line item/store shall be rejected.
- Bidders may quote for any one or more **Line Item** (s). Bid Security should be given separately for each Line item as indicated.
- The bidders should quote for each Line Item as a separate bid.
- Bids shall be evaluated separately for each Line Item
- Sealed bids to be submitted in single stage two bid system, i.e., Techno Commercial Bid (un-priced bid) and Price bid, for any or all of the above mentioned Line items, including Bid Security.
- For goods of imported origin, a foreign manufacturer can quote through their authorized Indian agent. For the Goods of Indian Origin Indigenous Manufacturer to quote themselves or through their authorised agent
- A specimen copy of bidding documents is kept for inspection (free of cost) at sale counter of HSCC and also on web site at <http://www.hsccltd.com> for the benefit of prospective bidders. Bid Document can be downloaded from <http://www.hsccltd.com> free of cost. The cost of the bidding documents is Rs.3500/-. Please refer to the Clause 9[B] of ITB of Bidding Documents for details regarding payment of the Bidding Documents fee.
- A complete set of Bidding Documents in English may be purchased from 04.11.2011 to 07.12.2011 by any interested bidder from 10.00 hrs to 16.30 hrs on all working days on the submission of a written request to the Chief General Manager (FA & Proc.), HSCC (India) Ltd., Plot No. 6(A), Block E, Sector-1, Noida, (U.P.) and upon payment of non-refundable fee of Rs. 3500/- in the form of cash or Demand Draft from any nationalized bank drawn in favour of HSCC (India) Ltd. payable at New Delhi / Noida. Bidding Documents requested by mail shall be promptly dispatched by Courier /Speed Post on payment of an extra amount of Rs. 200/-. HSCC will not be responsible for postal delay, if any, in the delivery of the document or non receipt of the same.

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9. Bidder may quote for one or more Line items by paying one time Bid Document Fee of Rs. 3500/- (non-refundable). But Bid Security should be given separately for each **Line Item** as indicated. Bid document fee paid is non-refundable and the bid documents are non-transferable.
10. All prospective bidders are requested to attend the pre-bid meeting schedule to be held on 14.11.10.2011 at 1500 hrs. at CDSCO office as per the details given in Table - B above.
11. In the event of any of the above tender opening/closing dates being declared as holiday/closed day for the purchase organization, the bid document will be sold/& bid will be received/opened on the next working day at the stipulated time.
12. **Corrigendum /modification/corrections, if any, will only be published in the website <http://www.hsccltd.com>. Bidder must visit aforesaid website regularly for above.**
13. The bidders must submit a Bid Security for each **Line item** offered along with the Bid for the amount as mentioned in the bid document for each Line item in the form of Demand Draft drawn in favour of HSCC (I) Ltd. from any Nationalised bank payable at NOIDA or New Delhi. The successful bidder will be required to furnish Contract Performance Security for 10% of contract value in the form of a Demand Draft drawn in favour of HSCC from any Nationalised bank payable at NOIDA or New Delhi within 15 days of issue of notification of award of contract. All relevant terms and conditions of bid and other details are available in bid document.
14. **The last date and time for submission of bid is 08.12.2011 by 1400 hrs..** Only the Techno-Commercial bid shall be opened in the presence of participating Bidders on the same day i.e. 08.12.2011 from **14.30** hrs. The techno commercial bid shall not be opened of those bidders who fail to submit Bidding Documents Fee and Bid Security as per provisions of the Bidding documents. Based on the outcome of the Techno-Commercial evaluation, the Price bid of those bidders, who are found technically and commercially eligible, will only to be opened at a later date to be intimated to successful Bidders.
15. Bidder's request for waiver, alteration etc in respect of bid document fee, Bid Security, contract Performance Security etc will not be accepted and hence no formal reply will be given for such request.
16. HSCC reserves the right to accept or reject any or all of the bids in full or in part including the lowest bid without assigning any reasons thereof or incurring any liability thereby.

**Chief General Manager (FA & Proc.)
HSCC (India) Limited
(A Government of India Enterprise)
Plot No. 6(A), Block –E, Sector-1,
Noida -201301**

SECTION - I**INSTRUCTIONS TO BIDDERS (ITB)**

This bid document should be read in conjunction with the Press Tender Notice/Invitation for Bid, Ref. No. **IFB No.** HSCC/PUR/CDSCO/Equipment/2011 -12 Date: 04.11.2011, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given else, where, in this document, on the same subject matter of the clause.

1. THE BIDDING DOCUMENTS:**CONTENT OF BIDDING DOCUMENTS:**

- 1.1 The Goods required, bidding procedures and bid & contract terms are prescribed in this Bidding Document and includes (i) Annexure -A (ii) IFB , (iii) Section I (ITB), (iv) Section II (GCC), (v) Section III (SCC), (vi) Section IV- Description & Specifications of Equipment, (vii) Section V - Formats for Bid Form and Price Schedule & CMC Price Schedule, Performance Statement Format, Contract Form, Manufacturer's Self Authorisation form & Manufacturer's Authorization form (for Equipments of Imported and Indian (sole distributor) origin), Commercial Compliance, Technical Compliance (viii) Section VI - Consignee Receipt Certificate, Consignee Acceptance Certificate (ix) Section -VII - Schedule of Requirement (x) Section – VIII Check List and ECS Format.
- 1.2 The Bidders are expected to examine all instructions, terms & Conditions, specifications etc. of the Bid Document. Failure to furnish information required by Bid Document or submission of a Bid not in compliance to the Bid Document will be at the Bidder's risk and may result in rejection of its Bid.

1.3 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Central Drugs Standard Control Organization (CDSCO), hereinafter referred to, as "The Purchaser" acting through M/s HSCC (I) Ltd., hereinafter referred to, as "Consultant" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. CLARIFICATION IN BIDDING DOCUMENTS:

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the consultant mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents that it receives **not later than the date of Pre-bid Meeting.** Purchaser response (including explanation of the query but without identifying the source of inquiry) will be displayed on the HSCC website <http://www.hsccltd.com> by the date mentioned in the Forwarding Letter.

3. AMENDMENT OF BIDDING DOCUMENTS :

- 3.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Document by amendment.
- 3.2 The amendment will be notified on the web-site <http://www.hsccltd.com>.
- 3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extent the deadline for the submission of Bids.

4. LANGUAGE OF BID :

- 4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5. DOCUMENTS COMPRISING THE BID :

The two-part Bid, that is, Techno-commercial bid and Price bid prepared by the Bidder shall comprise the following:

- a) Techno-commercial Bid (un-priced bid): This should interalia include the following:
- i) Bid Security furnished in accordance with Clause 9 of ITB.
 - ii) Detailed technical specifications of **Line items** quoted, along with Catalogue / Literature fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices).
 - iii) Statement of parameter-wise Compliance from Tendered Commercial conditions.
 - iv) Statement of parameter-wise Compliance & Deviations from tendered Technical specifications.
 - v) Authority Letter from manufacturer in case Bid is submitted by Agents;
 - vi) Bidders to indicate Name and Address of their Bankers; and
 - vii) Current Sales Tax Clearance Certificate & last 3 years (2007-2008, 2008-2009, and 2009-2010) audited balance sheets along with auditors report.
 - viii) Documentary evidence established in accordance with Clause 7 of ITB that the Bidder is qualified to perform the contract if its Bid is accepted.

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- ix) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents;
 - x) Proof of payment of Bid Document Fee as per clause 9[B].
 - xi) Documents as per the check list.
- b) Price Bid: The information given at Sr. No. 5 (a) (ii) above should be reproduced but with prices indicated. The prices shall be all inclusive lumpsum prices as per description given at Clause No. 6 of ITB.

6. BID PRICE:

- 6.1 (a) The Price bid for the **Line items** to commensurate with scope of supply indicated against the **Line items** and should indicate all inclusive lump sum price offered for each equipment/store comprising a **Line item** including cost of the stores, freight, insurance, transit cum erection insurance, packing forwarding, VAT, Excise duty, Basic Custom Duty upon production of CDEC, Inspection/Inspection certificate charges (ISO certified inspection agencies), road permit costs etc. and including charges whatsoever applicable, for equipment delivery, installation and commissioning at the designated consignee place with all the men and material required for the same and including charges, for two years comprehensive warranty service with spares with downtime not more than 48 hours, regular maintenance plans & wherever applicable including charges for three years **Comprehensive Maintenance Contract (CMC) with Service Tax, with spares** included after completion of initial two years comprehensive warranty. The all inclusive lump sum price should be on **F.O.R. Site (i.e. destination)**, for the above and inclusive of all charges stated herein above. **The all inclusive lump sum price needs to be accompanied by a statement indicating a clear “break up” of all inclusive lump sum price of its various components constituting it along with values/amount indicating against each of such components adding to arrive at all inclusive lump sum price.** The prices are to be kept valid for acceptance up to 180 days from the date of the opening of bids. No other charges in addition will be payable on any account over and above the lump sum price quoted. The prices should be given both in figures and words. Offers with price variation clause will not be accepted, the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” or “packing forwarding extra” will render the bid liable for rejection. VAT, whichever applicable will be incorporated in the above all inclusive lump sum price. Custom duty exemption certificate and octroi exemption certificate will be issued by consignee and price to be quoted accordingly.

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advice the purchaser and quote accordingly. Bidders shall indicate the actual amount of Octroi, basic custom duty, etc. which becomes otherwise payable in the extreme event of consignee not in a position to release certificates like CDEC, Octroi Exemption Certificate etc. **Price shall be quoted in Indian Rupees only.**

- 6.1(b) **DELETED**

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- 6.1(c) **DELETED**
- 6.2 The purchaser will evaluate Bids based on all inclusive lump sum prices quoted for each **Line item**.
- 6.3 **The All inclusive Lump sum price will include charges for 3 years Comprehensive Maintenance Contract (CMC) with Service Tax, with spares (after the expiry of warranty period) as required for the purpose of evaluation** and the payment to prospective suppliers will not include payment of CMC charges at the time of payment for delivery/receipt of goods. The quantum of 3 years CMC charges with spares should be clearly indicated in the break up lump sum price and this is payable at the end of 1st year, 2nd year & 3rd year by the consignee after initial two years comprehensive warranty with spares.
- 6.4 Any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.
- 6.5 The bidder shall bear all taxes / duties/ incidental charges for the parts replaced or supplied during the Warranty period and CMC.
- 6.6 Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the Tender Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.
7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**
- 7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder's qualifications to perform the contract if its Bid is accepted.
- 7.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:
- a) that, in the case of a Bidder offering to supply Goods of import origin under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. Indigenous Manufacturers to quote themselves or through their Sole selling Agent duly authored by them. In this regard, the Bidder should submit an Authority Letter from their manufacturers.
- In case of a Line Item comprising group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer's of his choice (indigenous/imported) for which Bidder shall submit Manufacturer's Authorization as per the format given in the bid document.

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- b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualifying criteria to satisfactorily perform the contract;
- c) The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

8. DOCUMENT ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:

- 8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.
- 8.2 The documentary conforming evidence of the Goods' and Services' conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:
 - a) a detailed description of the Goods essential technical and performance characteristics;
 - b) **a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.**
- 8.3 For purpose of the commentary to be furnished pursuant to clause 8.2(b) above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or equipment, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

9. BID SECURITY

- 9.1 The Bidder shall furnish, as part of its Bid, Security as indicated in Invitation for Bids (IFB) Table - A/ Press Tender Notice, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB. The Bid Security shall be submitted as per IFB.

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- 9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.
- 9.3 **The Bid Security shall be in the form of a Demand Draft drawn in favour of M/s HSCC (India) Limited, payable at Noida or New Delhi from a Nationalised/ Scheduled bank.**
- 9.4 Any Bid not secured in accordance with paras 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the techno-commercial & price bid will be treated as invalid.
- 9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by, clause 10.
- 9.6 The successful Bidder's Bid Security will be discharged upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.
- 9.7 The Bid Security may be forfeited:
- a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or
 - b) in the case of a successful Bidder, if the Bidder fails:
 - i) to sign the contract in accordance with Clause 23 ;
 - ii) to furnish Performance Security in accordance with Clause 24.
 - iii) if the bidder does not accept an error correction pursuant to clause 17.2
- 9.8 No interest will be payable by the Purchaser on the Bid Security.

9 [B] **Bid Document Fee:**

Bid Document Fee is Rs.3500/-. Bid Document Fee paid is non-refundable and the Bid Documents are non-transferable. Bidders will deposit the Bid Document Fee at HSCC office at Noida. Fee can be deposited either in cash or through crossed account payee Demand Draft drawn in favour of HSCC (I) Ltd. drawn on any nationalized/Scheduled bank payable at NOIDA/New Delhi, before date & time of submission of bid. The Bids will not be accepted without proof of payment of the Bid Document Fee.

A bidder can quote for one or more Line items by paying just once for the bid document fee of Rs.3500/-.

However, separate bid shall be submitted for each Line Item.

To summarize, **Bid Document Fee** has to be submitted only once, irrespective of the number of Line Item quoted therein under list of items.

The bidder can contact Consultant, for any clarification in the matter.

10. **PERIOD OF VALIDITY OF BIDS:**

- 10.1 **Bids shall remain valid for 180 days** after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

A bidder granting the request will not be required nor permitted to modify its bid.

11. **PREPARATION AND SIGNING OF BID:**

- 11.1 The Bidder shall prepare single stage Two part bids, i.e. Techno Commercial Bid (unpriced) in duplicate and Price Bid in duplicate clearly marked as 'original' and 'copy' in addition shall enclose Bid Security in a single sealed third envelope.
- 11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised to bind the Bidder to the contract. The later authorisation shall be indicated by written power-of-attorney accompanying the Bid. **All the pages of the Bid must be page numbered, initialled and stamped by the person or persons signing the Bid.**
- 11.3 The Bid shall contain no inter-lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

12. **SUBMISSION OF BIDS:**

12.1 **SEALING AND MARKING OF BIDS:**

The Bidders shall seal the Bid in an inner and an outer envelope duly marking the envelopes, separately as "Techno-commercial Bid (un-priced)", "Price Bid" and "Bid Security & Copy of Proof of payment of Bidding Document Fee" in a third envelope and all these three envelopes enclosed in another sealed envelope duly marked.

12.2 The inner and outer envelopes shall be:

- (a) Addressed to Chief General Manager (FA & Proc.), HSCC (I) Ltd., Plot No. E-6 (A), Sector - 1, NOIDA – 201 301 as indicated in IFB:
- (b) bear (the Project name), the Press Tender Notice reference, and the words "DO NOT OPEN BEFORE.....(the bidder has to put the date and the time of bid opening)

12.3 The inner envelope shall indicate the name and address of the Bidder.

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- 12.4 If the outer envelopes is not sealed and marked as required in Para 12.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

It is responsibility of the bidder to ensure that Bid along with EMD & Bid Document Fee whether sent by post or by person must reach to the office of Chief General Manager (FA & Proc.), HSCC (India) Ltd., E-6 (A), Sect-1, Noida-201301 (U.P.) by the specified submission date & time as per the bid document.

The Bid Security & Bid Document Fee should be in the form of Demand Draft in favour of HSCC (India) Ltd., drawn on any Nationalized/Scheduled Bank, payable at Delhi/Noida and must reach the office of Chief General Manager (FA & Proc.), HSCC (India) Ltd., E-6A, Sect-1, Noida-201301 (U.P.) by the specified submission date & time as per the bid document.

13. **DEADLINE FOR SUBMISSION OF BIDS i.e. TECHNOCOMMERCIAL BID (UNPRICED) AND PRICE BID INCLUDING BID SECURITY**

- 13.1 As indicated in the Press Tender Notice/IFB.

- 13.2 Bids must be received by the Purchaser on the specified date and time as mentioned in the bid document. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

A bid which is received after the specified date & time for receipt of the bids will be treated as late bid & will be ignored.

- 13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. **LATE BIDS & MODIFICATIONS/WITHDRAWAL OF BIDS**

- 14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the purchaser, pursuant to clause 13 will be rejected.

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

- 14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

- 14.4 No bid may be modified subsequent to the deadline for submission of bids.

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- 14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7.
15. **OPENING OF BIDS BY PURCHASER:**
- 15.1 The Purchaser will open the Techno-commercial bid only, in the presence of Bidder's representatives who choose to attend, in the HSCC office, on the due date and time as mentioned in the IFB. The Bidder's representatives who are present shall, sign a register evidencing their attendance. The Bidders' representatives shall furnish letter of Authority as per bidding document format from their principals to attend the Bid opening.
- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security, Document fee and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially suitable and comply with the Bid will only be opened on a date to be intimated later to these bidders.
- 15.4 Bids that are not opened at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall not be considered and returned unopened to the bidders.
- 15.5 Non-submission of Bid Security & Bid document fee by any bidder will render the bidder invalid and such bidder's bid will not be considered.
16. **CLARIFICATION OF BIDS:**
- 16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid.
- 16.2 Clarifications sought & reply received to be all in writing, no change in price or substance of Bid permitted.
17. **PRELIMINARY EXAMINATION:**
- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected (unless in the opinion of the purchaser there is an obvious error in the unit rate, in which case the total price against item would prevail and unit rate shall be corrected accordingly). If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

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- 17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.
- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6) Warranty (GCC Clause 26). Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
In case of any deviation to the Warranty (GCC Clause 26), Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) in the Techno-commercial/ Price Bid, the Bid Form, signed and accepted by the Bidder, which stipulates acceptance of all the terms & conditions of tender document, shall supersede all other terms & conditions given in the tender by the Bidder.
- 17.5 In normal circumstances if a bid is not substantially responsive, it will be rejected by the purchaser.
18. **EVALUATION AND COMPARISON OF BIDS:**
- 18.1 The Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation.
19. **CONTACTING THE PURCHASER:**
- 19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.
- 19.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.
20. **AWARD OF CONTRACT:**
- 20.1 **AWARD CRITERIA:**
- Subject to Clause 22, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be techno commercially acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
21. **PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**
- The Purchaser reserves the right at the time of award of contract to increase/decrease the total quantity of Goods and services for which bids have been invited by up to 25% of their value (rounded to the next whole value).

22. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject any Bid and annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.

23. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:

23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder by registered post/speed post/courier/fax that its Bid has been accepted by enclosing detailed order copy in duplicate. This will constitute the formation of the contract and date of the contract shall be the date of each notification.

23.2 Upon the successful Bidder's returning back one copy of the order within 3 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9, and also discharge Bid Security of unsuccessful bidders, pursuant to clauses 9.5.

24. PERFORMANCE SECURITY:

24.1 Within 10 days of the date of notification under Clause 23.1 the Successful Bidder shall furnish the Performance Security/Security Deposit for 10% of the contract price in the form of a Demand Draft drawn in favour of HSCC (India) (I) Ltd. payable at Noida or New Delhi from a Nationalised/Scheduled bank.

24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, and in such event the Purchaser will go for re-tendering.

25. LOCAL CONDITIONS:

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors that would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Purchaser accepts the Bid.

Chief General Manager (FA & Proc.)

SECTION - II**GENERAL CONDITIONS OF CONTRACT (G.C.C.)****1. DEFINITIONS:**

- 1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated.
- (a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).
 - (b) "The Contract Price/All inclusive lump sum Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;
 - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
 - (e) "The Purchaser" means the organisation purchasing the Goods i.e., Central Drugs Standard Control Organization (CDSCO), Directorate General of Health Services, Ministry of Health and Family Welfare, Government of India, FDA Bhawan, Kotla Road, Behind Bal Bhawan, Opposite Mata Sundri College, New Delhi acting through their Consultants HSCC (I) Ltd.
 - (f) "Consultant" shall mean M/S. HSCC (INDIA) LTD, having its Corporate Office at E-6(A), Sector-1, Noida (U.P.)-201301 and registered at 205, East End Plaza, Plot No.-4, D.D.A.- L.S.C., Center-II, Vasundhra Enclave, Delhi- 110 096
 - (g) "The Supplier" means the individual or firm supplying the Goods and services under this contract;
 - (g) "Consignee" means where the Goods are required to be delivered at the destination, i.e. Consignees as designated by CDSCO.

2. APPLICATION:

- 2.1 These General "Conditions" shall apply to the extent that provisions in other parts of contract do not supersede them.

3. STANDARDS:

- 3.1.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the

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authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern sample, or information furnished by or on behalf of the Purchaser in connection there with, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any documents or information enumerated in para 4.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself enumerated in para 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by the Purchaser.

5. PATENT RIGHTS:

- 5.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design right arising from use of the Goods or any part thereof.

6. CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):

- 6.1 Within 10 days after the Supplier's receipt of award notification and order copies of the contract, the Supplier shall furnish performance Security to the Purchaser in the amount specified (IFB) in the document.
- 6.2 The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the expiry of the period stated in clause 6.3.
- 6.2 The Performance Security unless deposited under GCC clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the suppliers performance obligations, including the warranty obligations under the contract.

7. INSPECTION & TESTS:

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the

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Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.

- 7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier (s) at point of deliver and/or at the Goods' final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' delivery to the Consignee shall in no way be limited or waited by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.
- 7.5 Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

8. PACKING:

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, 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 absence of heavy handling facilities at all points in transit.
- 8.2 The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:
- (a) a packaging note quoting the name of the purchaser
 - (b) the number and date of order
 - (c) nomenclature of the goods
 - (d) schedule of parts for each complete equipment giving part number with reference to assembly
- 8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods due to faulty protective & insecure packing and shall arrange for prompt replacement.

9. DELIVERY and INSTALLATION:

- 9.1 **Delivery of the Goods shall be made by the Supplier within 2 months** from the date of Placement of order. In case spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer spare parts and tools for delivery along with the main Goods only and not before.
- 9.2 **Installation, commissioning and training of goods shall be made by supplier within 3 months** from the date of placement of order.

10. INSURANCE:

- 10.1 The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery and installation at site. Insurance policy shall be valid upto date of Installation and commissioning of equipment. Proof of Insurance shall be made available before issuance of dispatch clearance.
- 10.2 For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" {final destination(designated consignee place)} on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the suppliers risk until delivery, Installation & Commissioning at designated consignee place.

11. TRANSPORTATION:

To be arranged by the supplier up to consignee duly insured as per clause 10.

12. PAYMENT:

Both for Indian origin goods and for import origin goods. To be read in conjunction with clause 6.0 of ITB.

- 12.1 i) The Supplier request (s) for payment shall be made to the purchaser in writing, accompanied by invoice describing , as appropriate ,the goods delivered and the services performed, along with satisfactory installation certificate/Consignee receipt certificate, Warranty Certificate, Country of origin, Insurance certificate , packing list and ECS details.
- ii) Payment shall be made in **Indian Rupees**

12.2 DELETED

- 12.3 i) 80% of the invoice value will be made within 30 days of documentary proof of receipt of the invoiced goods (Consignee Receipt Certificate as per the format enclosed in the bid document) along with necessary documents as per following:

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- (a) Three Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (b) Three Copies of packing list identifying the contents of each package ;
- (c) Insurance Certificate;
- (d) Manufacturer's/Supplier's warranty certificate;
- (e) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (f) Certificate of Origin.

- ii) Balance 20% payment subjected to clause 6.1 of ITB will be released within 30 days upon receipt of satisfactory Installation & Commissioning Certificate (Consignee Acceptance Certificate as per the format enclosed in the Bid document) from Concerned Authorities. The CMC charges for the goods will be paid by the purchaser upon completion of the stipulated period.

12.4 **The stores (both Indian & Import origin goods) should be despatched only after ensuring prudent inspection carried out from ISO Certified third party Inspection Agencies viz. LLOYDS/SGS/CSIO/ERTL etc. (by a experienced and qualified person) and proof of such documents submitted to HSCC for the goods inspected. HSCC on receipt of such documents shall issue Despatch Clearance Certificate. No goods (both Indians & Import origin goods) shall be despatched before issue of Despatch Clearance Certificate by HSCC.**

12.5 Payment for turn-key activities shall be released in full on completion of the activity.

13. **PRICES:**

- 13.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.
- 13.2 Prices shall be quoted in Indian Rupees only

14. **DELAYS IN THE SUPPLIER'S PERFORMANCE:**

- 14.1 The time and the date specified in the Contract for the delivery and installation commissioning & training of the Goods shall be deemed to be the essence of the Contract.
- 14.2 Delivery, installation and commissioning & training of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 14.3 An unexcused delay by the Supplier in the performance of its delivery, installation& commissioning Training obligations and performance of Services shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.

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- 14.4 If at any time during performance of the Contract, the Supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.

15. LIQUIDATED DAMAGES:

- 15.1 Subject to force majeure, if the Supplier fails to deliver, install and commission & training any or all of the Goods or perform the Services within the time period(s) specified in the Contract and during the warranty period & CMC the Purchaser shall, without prejudice to its other remedies under the Contract or extended under clause 14.3, deduct from the Contract price, as Liquidated Damages, a sum equivalent to 0.5% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the delayed portion of work. Once the maximum is reached, the Purchaser may consider termination of contract.

16. TERMINATION FOR DEFAULT:

- 16.1 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 in part.
- (i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (iii) If the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

For the purpose of this clause

“Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open completion.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to para 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may

procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminate.

17. **FORCE MAJEURE:**

- 17.1 Notwithstanding the provisions contained in GCC clauses 6,14,15,16 the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 17.2 For purposes of this clause and clauses 14.3,15.1 &17.3, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about an instance of, the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts, excluding by its management, and freight embargoes.
- 17.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 17.5 In case due to a Force Majeure event the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs. In such event, supplier shall not raise any claim against the Purchaser.

18. **TERMINATION FOR INSOLVENCY:**

- 18.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. TERMINATION FOR CONVENIENCE:

- 19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 19.2 The goods that are complete and ready for shipment within 20 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For remaining Goods the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the reminder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20. RESOLUTION OF DISPUTE

- 20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred for resolution to the Indian Arbitration by Indian Council of Arbitration in accordance with the Arbitration & Reconciliation Act 1996 with latest amendments if any.
- 20.3 Venue of Arbitration shall be at **New Delhi**.

21. GOVERNING LANGUAGE:

- 21.1 The Contract shall be written in the language of the Bid (English Language) as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

22. APPLICABLE LAW:

- 22.1 The Contract shall be interpreted in accordance with the laws of Union of India.

23. NOTICES:

- 23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 23.2 A notice shall be effective when delivered or on the Notice's effective date, whichever is later.

24. TAXES AND DUTIES:

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

25. The Bid Security of successful bidders will be released after receipt of contract performance security and contract formation under clause of 23.1 of ITB.**26. WARRANTY (For Equipment, Accessories, Software & Hardware):**

26.1 The supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials **both in Hardware and Software**, unless other wise provided in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevalent in India.

26.2 This warranty shall remain valid (subject to clause 26.4) for 24 months after the Goods have been satisfactorily installed & commissioned as duly certified by the appropriate authority, whichever is earlier.

26.3 The Purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.

26.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The Supplier shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter. The warranty period will stand extended accordingly.

26.5 If the Supplier having been notified fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract or in Law.

26.6 The Purchaser reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.

26.7 Nothing in this clause 26 shall affect the Purchaser's other rights under the Contract or in Law.

27 INSPECTION & TEST PROCEDURES:

- (i) The Stores will be inspected at CDSCO/HSCC's sole discretion before packing at the manufacturer's premises and on receipt at site by CDSCO/HSCC nominated representatives. The decision of CDSCO/HSCC (I) Ltd. in the matter of acceptability of the stores will be final

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and binding. In case CDSCO/HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at site at no extra cost.

28 SUPPLY, INSTALLATION AND COMMISSIONING AND WARRANTY SERVICING: (IN RESPECT OF EQUIPMENTS)

The Supply, Installation and Commissioning of the equipment & trial run have to be done at site by the supplier/or his authorised agent. No additional charges for installation and commissioning will be paid. The Supplier and Indian agent shall be liable for this service for goods of import origin.

29 TRAINING: (If required)

Free demonstration, operational and maintenance training will have to be provided at the site of installation to the assigned personnel, during trial period.

30 MANUALS:

The Supplier has to provide **three sets (two in hard copy and one in CD)** of operation manuals and maintenance manuals along with each equipment to each consignee and one set of Operation & Maintenance Manual is to be provided to Purchaser while claiming 80% payment. The maintenance manual should give details up to component level and the faultfinding procedure with detailed illustrations.

31 JURISDICTION:

All disputes arising out of the contract shall (subject to clause 20) be subject to the jurisdiction of the appropriate court at New Delhi only.

Special Note: (Forming part of SCC).

- i) CDSCO/HSCC is not bound to accept the lowest tender or any tender or to assign any reasons for non-acceptance.
- ii) CDSCO/HSCC reserves right of selection of equipment without restrictions to price factor alone.
- iii) Deleted

Chief General Manager (FA & Proc.)

SECTION – III**SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever, there is a conflict, the provisions herein shall prevail over the General Conditions of Contract.

1. The Performance Security unless deposited under GCC Clause 6.2 will be discharged by the purchaser not later 30 days following the date of completion of the supplier's performance obligations, including the Warranty obligations under the contract.
2. Insurance: For delivery of goods at site, the insurance including transit and installation & commissioning insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination – designated consignee place) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the Supplier's risk until delivery and installation & commissioning at site.
3. For Import origin goods quoted, the Supplier or the Indian agent shall have to arrange at his own cost for all import/custom clearance handling formalities. Purchaser upon advance notice from supplier shall only provide the CDEC (Custom Duty Exemption Certificate), Octroi Exemption Certificate, etc. wherever required.

4. A. Minimum Qualification Criteria (For Equipment):

Qualifying Minimum Requirements:

(To be supported with documentary evidence strictly as per instructions given as foot-note under Proforma for Performance Statement)

- i) Bidder should be a regular manufacturer or an authorised Indian agent for the type of stores offered.
- ii) An authorised Indian agent could be for (a) an imported origin equipment duly authorized by the foreign principal quoting through the Indian agent (b) Sole selling Agent duly authored by the Manufacturer for Indian origin equipment.
- iii) Indigenous Manufacturers to quote themselves or through their Sole selling Agent duly authored by them.

In case of a Line item comprising group of items, then Bidder may give Self Manufacturer's authorisation for main equipment and for associated equipment from other manufacturers of his choice (indigenous/imported) for which Bidder shall submit Manufacturer's Authorization as per the bid format.

- iv) Bidders should have in any of the the past 5 years (1st October 2006 – 30th September 2011), satisfactory executed for the **Line Item** offered, at least one single order of like nature of item and **quantity not less than 25%** of quantity of **Line Item** offered by bidder. The bidders shall furnish "End User Certificates" indicating contract details i.e. name of person, phone/fax/mobile nos. etc. Bidders shall also certify that they have not supplied

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equipment with similar specification to any other organisation, at prices lower than the rates offered in response to the present IFB.

- v) Foreign bidder's performance report shall include same Indian agent by which this current bid is quoted.
- vi) Alternatively foreign bidder's performance in India could be seen in isolation in the event of quoting through new Indian agent duly authorized by him.

B. Other eligibility requirements:

- i) Bidder should have a present installed capacity/sales capacity to match the delivery requirements.
- ii) **The Bidder should submit audited balance sheet and Profit & Loss Account along with auditor's report for the last 3 years (2007-08, 2008-09, and 2009-2010) to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.**

Notwithstanding anything stated above, the purchaser reserves the right to assess the capability and capacity of bidder to perform the contract.

- iii) The firm should submit an affidavit duly notarized that they have not abandoned any work of Union Government / State government/ PSU's etc. during the last 5 years. They should submit an affidavit that they have not been blacklisted, debarred, declared non performer or expelled by Union Government / State Government/ PSU's etc. during the last 5 year (1st October 2006 – 30th September 2011).
- iv) Clause 13 shall apply for the relevant items.

5. Five years (1st October 2006 – 30th September 2011) Performance Statement: Bidders should give performance statement of orders for similar **Line** items satisfactorily executed to sizeable value both in quantity & cost in comparison to **Line item(s)** offered in the price bid.

6. **Bid Form: Must be submitted by all bidders as per format enclosed.**

7. In respect of equipment, the charges for 3 years Comprehensive Maintenance Contract with Service Tax, with spares (CMC) (after initial 2 years comprehensive warranty period) year wise should be indicated separately & this will be included in the all inclusive lump sum price for purpose of evaluation of bids.

8. Deleted

9. **Miscellaneous:**

- a) While quoting for the **Line Items**, all components and quantities specified in the **Line Items** must be quoted. The purchaser will evaluate bid on an individual **Line Items** wise basis. **The bid shall stand rejected if all the components and quantities specified in any Line Items are not quoted.**
- b) Evaluation will be made on the basis of total all inclusive lump sum price value offered for the Line Item. The All inclusive Lump sum price will include charges for 3 years

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- Comprehensive Maintenance Contract (CMC) with Service Tax, with spares as required for the purpose of evaluation.
- c) The break up of “all inclusive lump sum price” of the **Line Item**; is also to be furnished in the price offered by bidder.
- d) i) Bidders are requested to quote for the proven and time tested renowned brands of equipment/accessories having countrywide reputation and acceptance. The Purchaser, however, reserves the right to decide on its own as to which of the brand/makes quoted by the bidders are to be considered or not to be considered as proven/reputed, for the purpose of evaluation.
- ii) No bidder for the purpose of offering lowest price shall quote for local brands/refurbished/ reconditioned stores, which are not time tested, as these would be liable for rejection.
- iii) Although bidder may quote for more than one brand for the same price, the purchaser shall have the right to select the brand amongst alternatives quoted and its decision will be binding on the bidder.
- iv) **Bidder in their own interest can quote for items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the commissioning or acceptance or otherwise of the equipment of the bidder will be a doubtful proposition.**
- e) Deleted.
- f) The Supplier directly or through his Indian agent wherever applicable will be liable for the contractual obligation including delivering the ordered goods and for undertaking satisfactory installation and commissioning etc. including warranty servicing and CMC.
10. Bidders are to inspect the site premises and the proposed place of installation of equipment and certify their satisfaction that the proposed site is suitable and compatible for the installation of the offered unit. Bidder may take up with consignee for their site visit.
11. Bidders are to ascertain normal power supply fluctuation range and to certify that it is compatible with the offered unit of equipment. A guarantee to such effect should be offered by each bidder along with details of electrical appliances proposed to be deployed for taking care of such fluctuation.
12. Bidder's offer should be on a “Turn Key” basis for inclusion of all costs incidental to the same.
13. For X-Ray and related equipment in any **Line item(s)** only such of those bidders who have the approval/authorisation of BARC/AERB shall only be considered and this clause to be read in conjunction with qualifying criteria clause.
14. The substantial responsiveness of bidder will be determined as per CDSCO/HSCC'S own qualitative internal assessment in consultation with client/consignee, and with reference to

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bidders reasonable level of compliance to various stipulated terms and conditions in the Bid Document, Compliance to submission of various documentary supporting evidence, other related information along with the bid, the degree of performance status, and high order value execution for prestigious good clients etc. weight age given to bidder on qualitative basis by the evaluation committee, besides other merits of the bidder such as proven source market reputation, past experience and feed back gained in respect of bidder etc. Accordingly, in line with the above, the purchaser reserves the right as not liable to bidder on account of this prudent internal assessment and that bidder shall have not claims whatsoever.

15. Bidder must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilisers, U.P.S. etc. required for successful installation testing and commissioning of the system and the "All inclusive lump sum price" should include all such costs, each **Line item** is to be considered a package in itself and suppliers to execute the order package on a "turn key basis".
16. Every effort has been taken to put forth general specifications in this bid documents. If inadvertently, any of the specification drawn happens to match with the specifications of any one particular firm's product only, in respect of critical parameters, than it will not automatically mean that this particular firm's offer is only technically suitable. In general, the specifications offered by other firms will be assessed in their own entirety to ascertain whether or not the board functions in general expected of the equipment are available with reasonable tolerance on the desired requirements of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.
17. Bidders who have paid the Bid Document Fee as per Clause 9[B] of ITB & Bid Security as per Clause 9 of ITB are only eligible to quote.
18. The supplier/manufacturer shall be responsible for organising timely clearance/delivery of the equipment from the custom authorities by appointing custom agent, if necessary, and shall also arrange to transport the equipment to the destination including installation and commissioning of the same at the designated consignee site. Necessary insurance strictly as per the instruction given in the relevant clause (GCC 10) of this bid shall also be arranged by the supplier/manufacturer covering all these activities including transit cum erection insurance from destination to destination (designated consignee site).
19. Deleted.
20. **The following clause needs to be read in conjunction with Clause 6 of ITB and Clause 26.2 of GCC & will prevail upon the description given for warranty elsewhere in the bid document/ with Equipment Specifications.**

Warranty for Equipment:

"Supplier/ Manufacturer should provide 2 years full onsite comprehensive warranty with spares from the date of installation and 3 years Comprehensive Maintenance Contract (CMC) (with spares plus Labour) for the 3rd, 4th & 5th year after expiry of initial two years satisfactory comprehensive warranty with spares. Warranty will start only from the date of final acceptance of the machine at the department and price quoted inclusive of these criteria.

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CMC (Labour + Spares) rates beyond the above period need not be quoted by bidder but contact details of the organization should be provided so that the option can be executed by end user, for availing AMC/ CMC services.”

- 21. Bidders should provide list of consumables and standard spare parts separately in the Techno-commercial Bid along with details of source of supply.**

Chief General Manager (FA & Proc.)

SECTION - IV

Description & Specifications of Equipment

General Specification

- (a) Power Source :220v-240 & 50 Hz
- (b) All physical dimensions detailed in the specification are approximate/ indicative only. Variation of + or – 10% are permissible.
- (c) IQ - OQ and PQ documents to be submitted by the supplier
- (d) On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period
- (e) On Site Training at the time of installation
- (f) Where not explicitly stated in individual specification, all equipment should confirm with Indian or recognized International or other National safety and or Device regulation standards. Suppliers should indicate standards that apply to their products and submit related certificates or other means of verification of compliance.
- (g) Two copies of the detailed Manual of the Equipment must be supplied(one soft copy and one hard copy)
- (h) Specification of computer to be supplied with Instrument (wherever indicated) would be as per following:

A suitable computer compatible to Software and instruments with following or better configuration:

| | |
|---------------------|--|
| CPU | : Core 2 Duo 8400, 3 GHz, 6 MB L2 cache and 1333 MHz FSB. |
| Chipset | : Q 35 or better on OEM Motherboard. |
| Bus Architecture | : Integrated Graphics, 2 PCI, 1 PCI Express x 1 and 1 PCI Express x 16. |
| Memory | : 4 GB 667 MHz DDR2 RAM Expandable to 8 GB. |
| Hard Disk Drive | : 250 GB 7200 rpm Serial ATA HDD. |
| Monitor | : 19 inch TFT Digital Colour Monitor TCO-03 certified. |
| Keyboard | : 104 keys. |
| Mouse | : Optical. |
| Bays | : 4 Nos.(2 Nos. 5.25 inches for Optical Media Drives and 2 Nos. 3.5 inches for Hard Disk Drives). |
| Ports | : 6 USB Ports (with at least 2 in front) audio ports for microphone and headphone in front. |
| Cabinet | : Mini tower. |
| DVD ROM Drive | : 8X or better DVD ROM Drive. |
| Networking facility | : 10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, out of band management using any standard management software. |
| Operating System | : Windows XP/Vista or Compatible Business preloaded with Media and Documentation and Certificate of Authenticity. |
| OS Certifications | : Win Logo Vista Business OS and Linux certification. |
| Power Management | : Screen Blanking, Hard Disk and System Idle Mode in Power On, Set up Password, Power supply SMPS Surge |
| Preloaded Software | : Norton/McAfee/E-Trust or equivalent Antivirus (Latest Version) with two year License. |

TECHNICAL SPECIFICATION FOR THE EQUIPMENT**Line Item No. 1 Fourier Transform Infra Red Spectrometer (FT-IR)****FT-IR SPECIFICATIONS WITH ACCESSORIES**

- Fully Computer Controlled COMPACT BENCH-TOP FTIR system with universal sample compartment for working with all commercially available accessories.
- The system should have kinematically mounted, zero alignment optics for long-term stability reliability and reproducibility of the optical components.
- The system should have the self-compensating for dynamic alignment changes due to a tilt and shear.
- The system should have latest digital signal processor.
- The instrument should indicate whether the source and laser are operational.
- Wave number range: 7500 to 375 cm⁻¹
- Source: Long Life IR Source
- Detector: Room Temperature MID-IR detector.
- Resolution: 0.5 cm⁻¹ to 64 cm⁻¹.
- S/N Ratio:5000:1 P-P for 5 Sec Scan
- Wave number precision:0.01 cm⁻¹ at 2000cm⁻¹
- Beam splitter: KBR
- The system should be supplied with sealed and desiccated optical set up with built-in purge facility.
- The software should have real time data collection and should have the facility to continuously monitor the performance of source, detector, power supply and laser.
- The system should be supplied with multi-media tutorials.
- The software should also have: Compare Software, Spectral Search; Quantitative Analysis software Automatic atmospheric suppression; SOP builder; Spectral interpretation for unknowns; Quality checks programs and CFR-21 Part-11 Compliance.
- The system should have provisions to minimize the effect of atmospheric water and CO₂ interference
- Libraries: BUILT IN LIBRARY WITH Minimum 2500 REFERENCE SPECTRA FOR DRUGS.
- A good number of Rechargeable Desiccant packs .

Major Accessory:

Diffused Reflectance spectroscopy (DRS) accessory for direct analysis, the accessory is ready to be used without any alignment necessary. The plug-in module design means the accessory becomes an integral part of the instrument once installed.

- 2 Nos. Fixed Volume Liquid Cell and fixed thickness (0.5 mm).
- 1 No. Sodium Chloride pellets with Holder for liquid paraffin mulls.
- 1 Nos. Hydraulic Press with 13mm KBr die and Pellet Holder should be supplied.
- 1 Nos. Polystyrene film of 0.3 mm having NIST Traceable certificates.
- 1 Nos. Agate Mortar Pestle (dia 2 inch)
- 1 Nos. Suitable Portable De Humidifier to maintain 30- 60% RH,

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- Temperature and RH Digital Indicator having traceable certificate.
- Suitable Software CFR – 21, Part -11 compliance.
- Suitable computer as per specification mentioned in General Specification
- Suitable Colour Laser Printer

Documents and Trainings:

- . IQ - OQ and PQ documents
- . On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period.
- . On Site Training at the time of installation

Line Item No. 2 UV-VIS SPECTROPHOTOMETER

| UV-VIS SPECTROPHOTOMETER | |
|---------------------------------|---|
| OPTICAL SYSTEM | DOUBLE BEAM |
| MONOCHROMATOR | DOUBLE |
| GRATING | DOUBLE BLAZED / HIGHER PERFORMANCE BLAZED |
| WAVE LENGTH RANGE | 190 nm TO 900 nm |
| WAVE LENGTH ACCURACY | ± 0.1 nm |
| STRAY LIGHT | 0.0025% OR LESS |
| RESOLUTION | 0.1 nm |
| PHOTOMETRIC MODE | Absorbance, Transmittance, Reflectance, Energy |
| PHOTOMETRIC RANGE | Abs:- 3.8 to + 3.8, %T: 0 to 300% |
| SPECTRAL BAND WIDTH | 0.1,0.2,0.5,1,2,5 nm (6 steps) |
| WAVELENGTH SLEW RATE | VARIABLE UPTO 3000 nm/min |
| BASE LINE FLATNESS | ± 0.0003 Abs |
| DRIFT | 0.0003 Abs/h |
| DETECTOR | PHOTOMULTIPLIER |
| DATA PROCESSING | SOFTWARE BASED WITH INTEGRATING & DERIVATIVE PLOT FACILITY (MIN 2ND DERIVATIVE) |

Additional Spare : 1 PAIR QUARTZ CUVETTE(1-cm,5ml) - 1 No.
D2 Lamp and TUNGSTEN HALIDE Lamp – 1 No. each

Data Handling System

- Suitable Software CFR – 21, Part -11 compliance.
- Suitable computer as per specification mentioned in General Specification
- Suitable Laser Printer

DOCUMENTS AND TRAININGS:

- . IQ , OQ and PQ documents
- . On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period.
- . On Site Training at the time of installation

Line Item No. 3 Liquid Particle Matter Counter**Specifications of Liquid Particle Matter Counter**

| <u>Liquid Sensor</u> | |
|------------------------------|-------------------------|
| Size range | 2-125 µm or better |
| Flow rates | 10 or 20 ml/min. |
| Volume sampled | 100% |
| Maximum concentration | 10,000 per ml or better |
| Zero count level | < 1/ml |
| Capillary size | 0.5 x 0.7 mm |
| Laser source | Laser diode |
| Calibration fluid | De-ionized water |
| <u>Liquid Sampler</u> | |
| Syring Size | 1,5 & 10 ml |
| Sampling mode | Vacuum |
| Minimum Sample Size | 10% of syringe volume |

Power 220 – 240 volts**Data Handling System**

- Suitable Software CFR – 21, Part -11 compliance.
- Suitable computer as per specification mentioned in General Specification
- Suitable Laser Printer

DOCUMENTS AND TRAININGS:

- IQ , OQ and PQ documents
- On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period.
- On Site Training at the time of installation

Line Item No. 4 Gas Chromatograph

GAS CHROMATOGRAPH : Fully Microprocessor controlled with FID, Head Space and Liquid Auto sampler

Specification of Gas Chromatograph:

Four-line display plus graphic array provides all needed data, including all temperature and pressure/flow parameters, type of carrier gas, carrier gas column pressure, flow rates, split flow, detector gas flow rates and all detector parameters. Auto shut down of instrument in case of leaks in carrier gas. Auto adjustment of carrier gas flow to compensate for variations in ambient temperature and pressure. Voltage: 220V/ 50 Hz, Single phase. Automatic leak check and column characterization facility. GC Oven should Future up-gradable to Ultra fast option. GC must support two inlets and 2 FID detectors (one for packed and one for capillary columns and fittings)

Pneumatics must be electronic and programmable.

A) Temperature Programmable Oven for column:

1. Should have an operating range of few degrees above ambient to 450 °C or higher.
2. Heating rate: 50°C/min. or higher.
3. Column overheat protection.
4. Temperature programmer with at least 7 ramps and 8 plateaus or better.
5. Rapid cool down of the oven temperature.
6. Typical heat-up: from 50°C to 450°C in 500 seconds. Typical cool down: 450 °C to 50°C in 500 seconds.

B) Two Nos. Injector with independent heating: One PSS(Programmable split/splitless)injector and one packed column injector

- a) Temperature range: upto 400°C or more.
- b) The injector must be able to operate with all capillary and wide bore
- c) The inlet chamber design has to avoid the contact of the sample with hot metal surface.
- d) The injector must allow timed closure/opening of the purge line.

C) Two No. Flame Ionization Detector (FID) (one for packed and one for capillary columns)

- 1) Maximum operating temperature: 450°C.
- 2) Linear dynamic range: $\geq 10^6$.
- 3) Detectivity: 2×10^{-12} gC/sec
- 4) Auto flame out detection.
- 5) Acquisition rate 50 Hz or more.

HEAD SPACE & LIQUID AUTOSAMPLER:

Autosampler is a versatile automatic sampling system platform conceived on a 3-axis turret movement approach, designed. Should control through same GC software.

1. HEAD SPACE (AUTOSAMPLER)

- . The autosampler must be able to transfer sample vapour to the injector without requiring transfer line, sample loops and pressurization
- . The auto sampler must permit adjustable and known sample volume to be introduced without requiring a change of sample loops
- . Sample vapour of upto 15 ml can be injected for high sensitivity analysis.
- . The autosampler must permit free access to the injection port for routine maintenance and manual injection.
- . Must allow housing of 8 or more sample vials of 10 or 20 ml capacity
- . Must permit sequential injections on the same inlet for sample enrichment.
- . Must feature dedicated turret for handling of proprietary gas tight syringe.
- . The syringe must be heated and feature a gas line for purging with inert gas, when required.
- . The type and volume of the syringe must be automatically detected by the system.
- . Relative standard deviation 2% or less
- . Must handle any Large Volume injection techniques. (PTV-LV, LV Split less, LV-On column)

2. LIQUID AUTOSAMPLER

- . Must be able to house up to 50 or more sample vial (2ml capacity)
- . Must allow installation of two needle length syringes, so to be able to address any injection mode or injector type.
- . The type and volume of the syringe must be automatically detected by the system.
- . Must allow installation and automation of syringe featuring volumes from 0.5 to 100 µl.
- . Must be able to perform sequential injections in four inlets using different methods and injection modes, regardless the type of injector.
- . The sampling system must be programmable with 8 different operating modes and, if required must allow access to a lower level of parameter setting.

- . Must be able to achieve combined multiple solvent rinsing with upto 4 different solvents.

Necessary Gas Cylinder with Regulators**(1) Hydrogen, Nitrogen, and Zero Air Gas Cylinder**

Gas Manifold for Hydrogen, Nitrogen & Zero Air with indicative Oxygen, Moisture and Hydrocarbon trap with copper tubing from Cylinder to Manifold and Manifold to Instrument with universal colour code and direction of flow.

Gas Station to run the system along with 10 KVA True Online UPS with 60 minutes backup should be quoted,

Accessories for Auto sampler:

- a. 2ml Vials with septa for crimp seal : 500 Nos.

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- b. Crimping tool for sealing vials : 02 Nos.
- c. Syringe 10ul FN for Auto sampler: 05 Nos.

Installation kit comprising;

- Stainless /suitable steel tubing
- Assorted Swagelok fittings,
- Nuts,
- Ferrules,
- Unions,
- Tees,

Column

- Glass column 1 m x 3.2 mm, Packed with porous polymer beads(150-180 micrometer) Qty – 1
- Glass column 1.8 m x 2 mm, Packed with Acid washed diatomaceous support (80- 100 mesh) coated with 15 %w/w poly ethylene glycol 400 - Qty – 1
- Glass column 2 m x 3 mm, Packed with 10 % diethylene glycol succinate on Acid washed & silanised flux -calcinated siliceous earth (chromosorbs WHP 80-100 mesh)- Qty – 1
- A fused - silica capillary column 30m x 0.32 or 0.53 mm coated with cross linked 6 % polycyanopropyl phenyl siloxane (Qty 1) and 94 % polydimethyl siloxane
- Stainless steel column 4mx2mm packed with diatomaceous support (125-180 mesh) impregnated with 5% carbowax 20M(polyethylene glycol compound 20M) - Qty - 1

Accessories:

- 1) All Flow Controller i.e. Carrier flow, Make-up flow, Hydrogen flow, Air flow etc. value should set through Software by PC.
- 2) Should have real time display for chromatogram.
- 3) Head Space Auto Sampler, Automation and event control from PC through same software.

Data handling system:

- 1) Suitable computer as per specification mentioned in General Specification
- 2) Suitable Software CFR – 21, Part -11 compliance.
- 3) Suitable Laser Printer

Documents and Trainings:

- IQ - OQ and PQ documents
- On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period.
- On Site Training at the time of installation

Procurement of Laboratory Equipment for the Central Laboratories of CDSCO**Line Item No. 5 Water purification unit** with the following specification:

Two stage system should have RO purification and UV/HPLC grade purification facility and Water quality of the minimum specification of :

Resistivity at 25 degC : 18.2 Mega-Ohm --cm
 TOC : ≤ 5 ppb
 Bacteria : 1CFU/ml
 Bacterial Endotoxin : 0.001 EU / ml
 Particles using 0.2 µm filter : less than 20 particle/100 ml

Feed Water Specification

Source of Water : Municipal Tap Water/ ground water
 1st Stage Purification : RO
 RO output capacity: 3 litre/hr.

Reservoir Tank: Material should be of HDPE grade and anti leaching.
 Capacity : 30 litre or more.

The system should be table top model with on line TOC & LCD display facility, flow rate up to 1.5 Litre/min, Dual purification cartridges with organic absorbents, ion exchange resins and membrane processes to purify the water to 18.2 mega ohms, in order to satisfy ASTM TYPE 1, ISO 3696 and USP Specification, The system should have a pure water recirculation system to maintain consistent peak quality

Documents and Trainings:

- . IQ - OQ and PQ documents
- . On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period.
- . On Site Training at the time of installation

Line Item No. 6 Atomic Absorption Spectrometer (AAS)**Specification of Atomic Absorption Spectrometer (AAS) Fully PC controlled Atomic Absorption Spectrophotometer with Flame and Hydride Generator**

| | |
|--------------------|--|
| TYPE | Real Time Double Beam Spectrometer |
| WAVELENGTH RANGE | 190-900 nm |
| GRATING | Diffraction grating with dual blazed and ruling density of 1800 lines/mm RLD (Reciprocal Linear Dispersion) 1.6 nm/mm |
| SPECTRAL BANDWIDTH | 3 different types programmable through software using auto slit selection mode |
| LAMP SETUP | 6 Lamps position Automatic Lamp Holder with computer controlled lamp selection its alignment and automatic optimization of energy using coded lamps. Built in power supply for 4 special Lamp to enhance sensitivity |

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| | |
|--|---|
| OPTICAL SYSTEM | Real time Double Beam optical system for automatic compensation for changes in instrumental parameters for high signal stability and performance to give excellent S/N ratio |
| ATOMIZER | Built in Atomizer |
| DETECTOR | Solid-State Detector having quantum efficiency/Photo Multiplier Tube (PMT). |
| GAS FLOW CONTROL | Total gas flow control system to maintain gas flows (Ratio of fuel/oxidant) at set levels even when subjected to outside variations like nebulizer adjustments. Automatic Gas Flow adjustment during change over between air C ₂ H ₂ & N ₂ O |
| BURNER HEAD TYPE | Acetylene and Nitrous Oxide Burner |
| SAFETY INTERLOCKS | Burner head interlock, Nebulizer/ End Cap Interlock, Drain Interlock etc to built in |
| BURNER ADJUSTMENT | Computer controlled motorized burner adjustment with highest precision and reproducibility for adjustment of Flame position in light path as well as fully automatic adjustment of Burner Head. The height of Burner Head should also be stored with method file. |
| NEBULIZER TIP | Adjustable Gem Tip Nebulizer to take analysis with acids, corrosive samples including HF |
| CARBON FILLED PPS Spray chamber to analyze all types of samples, should have high mechanical strength & fast drainage characteristics. | |
| ACCESSORY ADJUSTMENT | Fully computer controlled spectrometer for all major accessories, Burner Heads, FIAS, Autosampler etc under software control |
| AUTOSAMPLER | Autosampler with sample delivery upto 50 µl with increment of 0.1 µl, automatic replicate analysis and automatic dilution |
| BACKGROUND CORRECTION | Suitable background correction facility e.g. D ₂ /Zeeman technique or no polarisation |
| Manifold System | Gas Manifold: Argon Gas Acetylene Gas, Nitrous Oxide Gas, Zero Air. Silica gel Potassium Hydroxide suitable tubing from gas Generator/Gas Cylinder to manifold and Manifold to instrument |
| Gas Cylinders with regulators and suitable tubing's for Argon Gas Acetylene gas Nitrous Oxide Gas and Zero Air | |
| Exhaust Hood and vent assembly to remove waste gas from AAS Room, installation of this is also to be done by the supplier | |
| Hydride Generator for element As, Se, Hg, Bi, Sb, Sn etc. | |
| Lamps (Single Element) : 1)Pb, 2)Hg, 3) Na, 4) K, 5) As, 6) Fe, 7) Cu, 8) Mn, 9), Se, 10) Zn, 11) Cr, 12) Al, 13)Sn, 14) Sb | |
| Calibration Standard solution (min pack) for above elements should be provided with latest National / International traceability Certificate | |

Procurement of Laboratory Equipment for the Central Laboratories of CDSCO

Data Handling System

- Suitable Software CFR – 21, Part -11 compliance.
- Suitable computer as per specification mentioned in General Specification
- Suitable Laser Printer

Documents and Trainings:

- . IQ - OQ and PQ documents
- . On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period.
- . On Site Training at the time of installation

Line Item No. 7 Auto Titrator

Specification for Parallel AUTO TITRATOR (Simultaneous KF and Potentiometric Titrator)

| | |
|---|--|
| Communication Port | USB Ports |
| Burette Type | Intelligent Burette which can automatically detect. |
| Burette Resolution | Atleast 10000 steps per cylinders |
| Accuracy | Should fulfill the ISO/DIN standard 8655-3 |
| Cylinder Volume | 1,5,10 and 20 ml |
| Burettes for Titration | It should be possible to connect atleast Four Burettes for different titrations. |
| Burette for Auxilliary Solution or Back Titration | Should be possible to connect four burettes for auxiliary addition and back titration. |
| Titration modes addition | Increment with constant and variable titrant. |
| Conditioning | Pre-set end point titration with automatic pH and ION concentration measurement. |
| Stirrer Type | Plug and Play type magnetic stirrer the speed and direction should be controlled from the main instrument. Also possible to connect the stirrer with pump for KF Titrations directly to the main instrument. |
| Electrodes | Suitable electrodes for Acid/Base, Non Aqueous and KF Titration must be offered. |

The titration system should have the above features and should be offered with the following:

Procurement of Laboratory Equipment for the Central Laboratories of CDSCO

1. Main parallel titrator instrument – 1 No. with the latest version of software.
2. Intelligent Dosing Device – Drives – 2 Nos.
3. Intelligent Burettes - 20 ml – 2 Nos. for Acid/Base , Non Aqueous Titrations -10 ml – 1 No. for KF Titration.
4. Magnetic Stirrers – 2 Nos. for parallel titration (1 stirrer with pump for KF Titrations)
5. Special Non-Aqueous Titration Electrode – 1 No. , Electrode for A/B titrations- 1 No.
6. Karl Fischer Titration sets consisting of vessels, lid, Double Pt. electrode, O ring Gaskets etc. – 1 Set
7. Electrode cables and Computer connection cables.

Data Handling System

- Suitable Software CFR – 21, Part -11 compliance.
- Suitable computer as per specification mentioned in General Specification
- Suitable Laser Printer

Documents and Trainings:

- IQ , OQ and PQ documents
- On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period.
- On Site Training at the time of installation

Line Item No. 8 Dissolution Test Apparatus with Auto Sampler**Dissolution Test Apparatus with Auto Sampler (Tablet/Capsule)****Specification :**

- COMPLIES WITH USP, IP, BP SPECIFICATIONS
- SHAFT LOCKING MECHANISM FOR POSITIVE ENGAGEMENT AND
- WOBBLE FREE OPERATION
- BATH DRAIN FOR EASY REMOVAL OF WATER FROM BATH
- Menu Driven Software with ON-LINE Help.
- 8 Paddle System with SNAP FIT Shaft/ Mono shaft for paddles & baskets.
- Precise Individual Vessel Centering system
- Sturdy bath top plate with clear moulded bath.
- Real time clock
- Temperature control wake up (Heater turns on at preset clock time)
- Variable (10 or more) Programmable sampling intervals & 15 or more programmable protocols
- Validation print out with summary of test.
- Power failure recovery.
- On-Line/Off-line sampling facility
- Volume adjustable from 1 to 99 ml.
- Vibration free, smooth electrical lift movement
- Calibration of temperature
- Audio-Visual status and error indication
- On-line validation and printout of test parameters.
- Instrument leveling system
- Vibration dampeners are to be provided to minimize the effect of vibration on the dissolution test.
- Sturdy Motorized telescopic lift.
- Suitable Water Circulating pump for precise temperature time control of water bath.
- Low evaporation vessel lid.

8 Nos. Paddles (USP II)

8 Nos. Baskets with Rods (USP I)

8 Nos. S.S. Cannulas (without Filters)

1 No. Water Circulating Pump

8 Nos. Clear and Amber Color Merlon Jars with lids.

1 No. Molded Perspex Water Bath with heater and sensor

1 No. External Probe.

With Programmable System Control with Splash proof operational Panel, LCD Display for RPM, Temperature & Elapsed Time Displays For variable (10 or more) sampling intervals, Built-in control of speed, Bath vessel Temperature, Interfaces for automated Collector & programmable for 15 or more Different products.

h) SINKERS as per USP (Set of 6 Nos.)

- i) SINKER (SMALL SIZE : 5/15.5 mm)
- ii) SINKER (SMALL SIZE : 6/18 mm)
- iii) SINKER (SMALL SIZE : 8/23 mm)
- iv) SINKER (BIG SIZE : 11/31mm)

Off Line Syringe Sampling Accessories For Sample Collection

Includes

Motorised Sampling Manifold

Wherein user define different media volumes like 500 ml, 750 ml, 900 ml, 1000 ml as well as the apparatus type such as Basket & Paddle .
No turbulence created to the agitation properties

Syringe Pump - 06 With 8 Syringes (10 MI) &(25 MI) 4 Way Valve

FEATURES:

Station syringe sampler pump for 6 Channel.

Sampling accuracy $\pm 1\%$

Can adapt 10 ml & 25 ml syringe.

4 way Rugged Valve system for Sampling, Replenishment & Dilution.

Oline dilution possible

All syringe & Valves to operate synchronously for parallel selection.

Zero Setting for each Syringe.

Motor mounting with noise suspension.

PTFE Carrier Tube Set

(with connector for manifold syringe pump & sample collector)

0.8 MM PTFE TUBING WITH FERRULE CONNECTION

1. All PTFE Carrier tubing 1.6 mm X 0.8 mm
2. Tube Connectors by flameless fittings for firm connection & easy change over.

S.S. Tip Full Flow Filters:

FILTER - 15 – MICRON (SET OF 6)

Suitable Fraction Collector**Sample Collector:**

To collect 8x 24 total samples with rinsing facility

Tablet Input Device: to insert tablets simultaneously

Individual Vessel Temperature Sensor, Indicator And Recorder With Printer Port (Set of 6).

Syringe Filter Manifold:

(8 Nos. disposable syringe filter can be inserted)

SOFTWARE must have following compliance.

All data safety requirements in the GMP and GLP guidelines as well as CFR 21 part 11.

Access level security (Password Protection)

Data Handling System

Suitable Software CFR – 21, Part -11 compliance.

Suitable computer as per specification mentioned in General Specification

Suitable Laser Printer

Documents and Trainings:

IQ , OQ and PQ documents

On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period.

On Site Training at the time of installation

Accessories :**VERIFICATION/VALIDATION TOOL KIT WITH TRACEABLE CALIBRATION CERTIFICATE CONTAINING FOLLOWINGS – 1 No.****Centering Device:-**

To adjust centering of test vessel with respect to shaft.

Centering Gauge:-

To find out centering of test vessel with respect to shaft. and shaft wobble.

Depth Gauge:-

To find out the distance between the paddle blade or Basket & the inside bottom of the test vessel

Digital Tachometer:-

To verify the RPM of Paddle shaft or Basket Shaft.

Validated Thermometer:-

To verify the temperature of the bath as well as the test vessel

Spirit Level:-

To verify the proper leveling of the Dissolution

SECTION -V

FORMATS

BID FORM

To: (Name and address of Purchaser)
 IFB Ref.
 LINE ITEM Ref.:

Having examined the Bidding Documents including Addenda Nos., if any issued _____, the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with said bidding documents.

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery and Installation schedule specified in the aforesaid bid document.

If our bid is accepted, we will submit performance security in a sum of equivalent to 10% of the Contract Price for the due performance of the contract.

We agree to abide by this bid for a period of 180 (one hundred eighty) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

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

We enclose our Comprehensive Maintenance Contract (CMC) for three years, which forms part of our bid.

We confirm that stipulated Bid Security is enclosed herewith as a part of bid.

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

We accept all your terms and conditions stipulated in this bid document without deviations, both technical & techno-commercial.

Dated this..... Day of..... 2011.....

(Signature)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Signed _____

Price Schedule

Procurement of Laboratory Equipment for the Central Laboratories of CDSCO

PRICE SCHEDULE – Price in Indian rupees Only.

| 1 | 2 | 3 | 4 | 5 | | | 6 | | | | |
|----------|----------------------------|-------------------|------------|---|--------------------------------------|--|------------------------------|--|---|--------------------------------------|-------------------|
| Schedule | Brief Description of Goods | Country of Origin | Qty. (No.) | Ex-factory/ Warehouse/ Ex-Showroom/ Off the Shelf | Excise Duty (if any) – In % or value | Sales Tax/ VAT/ CENTVAT (if any) – In % or value | Packing & Forwarding charges | Inland Transportation, Insurance, Loading/unloading,, Incidental Costs till Consignee's Site | Incidental Services (including Insurance, Installation & Commissioning Supervision, Demonstration & Training) at Consignee's Site | Total Unit Price (Rs.) =a+b+c+d +e+f | Total Price (Rs.) |
| | | | | 5(a) | 5(b) | 5(c) | 5(d) | 5(e) | 5(f) | 5(g) | 4x5(g) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Total Tender Price in Rupees:

In words:

- Note: 1. If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.
 2. The bidder will be fully responsible for the safe arrival of the goods at destination (consignee's site) in good condition.

Signature of the Bidder:
 Name:
 Business Address:
 Seal of Bidder:

Date & Place:

Price Schedule for Comprehensive Maintenance Contract after Warranty Period – Price in Indian Rupees Only

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|----------------------------|------------|--|---|--------------------|-------------------|
| Schedule No. | Brief Description of Goods | Qty. (no.) | Comprehensive Maintenance Contract for Each Unit year-wise after Warranty Period | Total Comprehensive Maintenance Contract cost for 3 years | Service tax on (5) | Grand total (5+6) |
| | | | 1 st 2 nd 3 rd | 3x[qty x{4(a)+4(b)+4(c)}] | | |
| | | | (a) (b) (c) | | | |
| | | | | | | |

Note: 1. if there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.

Signature of the Bidder:
 Name:
 Business Address:
 Seal of Bidder:

Date:
 Place:

Procurement of Laboratory Equipment for the Central Laboratories of CDSCO

PROFORMA FOR PERFORMANCE STATEMENT
 {For a period of last five years (1st October 2006 – 30th September 2011)}

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order Placed by (Full address of Purchaser) | Order No. and Date | Description and quantity of ordered equipment | Value of Order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been supplied satisfactorily (Attach a certificate from the Purchaser/ Consignee) |
|--|--------------------|---|----------------|--------------------------------|--------|--|---|
| | | | | As per Contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

Signature and seal of the Bidder _____

Note: This form will be considered complete only if duly filled and supported with proof of satisfactory client’s certificates along with respective order copies & same shall be applicable for assessing single order execution criteria as per SCC clause 4A (iv) of this document.

Contract Form

CONTRACT FORM

THIS AGREEMENT made the day of20..... between [name of Purchaser] of [country of Purchaser] (hereinafter called "the Purchaser") of the one part and[name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz, [brief description of Goods and Services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of[Contract price in Words and Figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz. :
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

| Sl. No. | Brief Description of Goods & Services | Quantity to be Supplied | Unit Price | Total Price | Delivery Terms |
|---------|---------------------------------------|-------------------------|------------|-------------|----------------|
| | | | | | |

TOTAL VALUE :

DELIVERY & INSTALLATION SCHEDULE :

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the

said _____ (For the Purchaser)

in the presence of : _____

Signed, sealed and delivered by the

said _____ (For the Supplier)

in the presence of : _____

MANUFACTURERS' SELF AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFBNO. _____

Line Item No. _____

We _____ who are established and reputable manufacturers of _____ (name and description of goods offered) having factories at _____ (address of factory) do hereby submit a bid, and sign the contract with you against the above IFB. No. _____

No company or firm or individual other than M/s _____ (name of the manufacturer) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for the goods and services offered for supply by us against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFB.No. _____

Line Item No. _____

We _____ who are established and reputable manufacturers of _____ (Name and Description of Goods offered) having factories at _____ (Address of Factory) do hereby authorize M/s _____ (Name & Address of the Agent) to submit a bid, and sign the contract with you against the above IFB. No. _____

No company or firm or individual other than M/s _____ (Name of the Agent) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note: - This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Format of Compliance Statement

**COMMERCIAL COMPLIANCE FORMAT
(BIDDER MUST REFER ALL TERMS & CONDITIONS OF THE BID DOCUMENT IN DETAIL)**

| | | | |
|---|--|--|--|
| IFB No.: | | | |
| Line Item Name & Quantity: Name of the Bidder: | | | |
| Item: | | | |
| | | | |
| S. No. | Qualification Criteria | Clause Reference | Compliance details with reference page no. of the Bid submitted by the bidder |
| 1. | Name of Manufacturer | | (Mentioned the name of Manufacturer) |
| 2. | Country of origin | | (Mentioned the name of Country of origin) |
| 3. | Bid Security details DD no. Bank & Branch Amount | ITB Clause 9 | (Mentioned the details) |
| 4. | Bid Document Fee by DD/ Cash If DD furnish the details; DD no. Bank & Branch Amount. | ITB Clause 9(B) | (Mentioned the details) |
| 5. | Manufacturer's Self Authorization/Manufacturer's Authorization | ITB Clause 7.2 (a) & SCC Clause 4A | |
| 6. | All Components & Quantities of the Schedule quoted | SCC Clause 9(a) | |
| 7. | Bid Validity (180 Days) | ITB Clause 10 | |

| | | | |
|-----|------------------------------------|-------------------------|--|
| 8. | Bid Form | SCC Clause 6 | |
| 9. | Bid Price | SCC Clause 7 & ITB6 | |
| 10. | Optional Item(s) | ITB Clause 6.6 | |
| 11. | Taxes & Duties | GCC Clause 24 | |
| 12. | Turnkey | SCC Clause 15 | |
| 13. | Inspection and Tests | GCC Clause 7, 12.4 & 27 | |
| 14. | Delivery and installation Schedule | GCC Clause 9.1 & 9.2 | |
| 15. | Insurance | GCC Clause 10 | |
| 16. | Transportation | GCC Clause 11 | |

| | | | |
|-----|---|-----------------|--|
| 17. | Force Majeure | GCC Clause 17 | |
| 18. | Payment Terms | GCC Clause 12 | |
| 19. | Warranty | GCC Clause 26 | |
| 20. | GMC | SCC Clause 20 | |
| 21. | AERB/BARC Authorization/ Approval for X-Ray related equipment | SCC Clause 13 | |
| 22. | Authority/Power of Attorney for signing of bid | ITB Clause 11.2 | |
| 23. | Jurisdiction | GCC Clause 31 | |
| 24. | Applicable Law | GCC Clause 22 | |
| 25. | Five Years Performance Statement | SCC Clause 5 | |

| | | | |
|-----|---|--------------------|--|
| 26. | Bidder should have in the past 5 years, satisfactorily executed at least one single order of like nature of item and quantity not less than 25% of quantity by bidder | SCC Clause 4A(iv) | |
| 27. | Documentary Evidence to substantiate the above (Client certificate) | SCC Clause 4A(iv) | |
| 28. | The bidder should submit balance sheet for the last 3 years to enable the purchaser to assess whether the bidder is a profit making concern or not | SCC Clause 4B (ii) | |
| 29. | Acceptance to all Terms & Conditions of the Bid Document | ITB 17.4 | |
| 30. | Name and Address of your Banker(s) along with your account no. | ITB 5a(VI) | |
| 31. | Certificate of Incorporation | | |
| 32. | Affidavit | SCC IV B (iii) | |

TECHNICAL COMPLIANCE FORMAT

This information to be filled in as per the following format by all the bidders for each equipment quoted by them and duly signed and to be submitted along with the techno-commercial bid:

| Line Item No. (1) | Technical Specifications as mentioned in the bid document (2) | Technical specifications of equipment offered by the bidder (3) | Compliance w.r.t. bid specification (4) | Deviation w.r.t. bid specification (5) | Remarks (6) |
|----------------------|--|--|--|---|----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The information given above is factual & based on product specification details as per the latest catalogues/ product data sheets and technical literature enclosed.

Signature of the bidder & seal:

SECTION - VI

Consignee Receipt & Acceptance Certificate

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorised representatives)

The following Goods (Quantity mentioned against each) has/have been received in good conditions along with a copy of inspection report and Purchase Order / Contract copy containing details of the equipment ordered.

1. Name of the item supplied :
2. Product No. :
3. Name of the Supplier/ Manufacturer :
4. a) Quantity supplied :
b) Quantity supplied in damaged condition, if any :
5. Place of destination :
6. Name and Address of the Consignee :
along with Telephone No. & Fax No. :
7. Date of the receipt of stores by consignee :
8. Signature of the Head of the Institution/ HOD/ :
Authorised representative of consignee with date
9. Name and designation of the authorized :
Representative
10. Seal of the consignee
11. Contract No :

Note: The CONSIGNEE RECEIPT CERTIFICATE (CRC) must be duly signed & stamped by the HOD/Head of the Institution/Authorised Representative of consignee clearly indicating the quantity received & the date of receipt. The CRC not signed by the Authorised personal of the consignee will not be considered for the payment. CRC's signed ' for ' or 'on behalf' of Authorised personal of consignee must accompany with authorization letter from consignee.

CONSIGNEE ACCEPTANCE CERTIFICATE

(To be issued by Purchaser's representative/Consignee's authorised representative)

The following goods/equipment, supplied by the Supplier at this Laboratory are as per the specification mentioned in the Purchase Order/ Contract and have been successfully installed, tested and commissioned by the Supplier including imparting training:

1. Description of the item(s) supplied :

2. Name of Supplier :

3. a) Quantity Supplied :

- b) Quantity supplied in damaged condition, if any :

4. Name and address of Consignee :

5. Date of receipt of Consignee :

6. Date of Installation, Demonstration and Training by Supplier :

7. Signature of Authorised representative of Consignee with date :

8. Seal of Consignee :

- Telephone Number of Consignee :

- Facsimile Number of Consignee :

9. Contract No.

Note: The CERTIFICATE OF ACCEPTANCE must be duly signed & stamped by the Head of Institution/HOD/Authorized Official of consignee clearly indicating the quantity installed & the date of installation. The CERTIFICATE OF ACCEPTANCE not signed by the Head of Institution/HOD/Authorized Official of the consignee will not be considered for the payment. CERTIFICATE OF ACCEPTANCE signed 'for' or 'on behalf' of Institution/HOD/Authorized Official of consignee must accompany with authorization letter from consignee.

SECTION - VII

Schedule of Requirement

| Line item no. | Description | Qty | Consignee |
|---------------|--|-----|--|
| 1 | Fourier Transform Infra Red Spectrometer(FT-IR) | 6 | CDL Kolkata (1Nos.), CDTL Mumbai (1Nos.) RDTL Chandigarh (1Nos.) RDTL Guwahati (1Nos.) RDTL Hyderabad (1Nos.)CDTL Chennai (1 nos.) |
| 2 | UV Visible spectrometer | 4 | CDL Kolkata (1 Nos.) RDTL Chandigarh (1 Nos.) RDTL Hyderabad (1Nos.) RDTL Guwahati (1nos.) |
| 3 | Liquid Particle Counter | 3 | CDTL Mumbai (1Nos.) RDTL Guwahati (1 Nos.) RDTL Chandigarh (1nos.) |
| 4 | Gas Chromatography with Head Space, FID Detector & Auto Sampler | 4 | CDTL Mumbai(1 Nos.), RDTL Chandigarh (1 Nos.) CDL Kolkata (1 Nos.) RDTL Hyderabad (1Nos.) |
| 5 | Water Purification System | 2 | CDL Kolkata (1 Nos.) RDTL Guwahati (1nos) |
| 6 | Atomic Absorption Spectrophotometer with inbuilt Flame Atomizer, Graphite Furnace, Hydride Generator & 7 Lamps | 4 | CDL Kolkata (1 Nos.) CDTL Chennai(1Nos.), RDTL Chandigarh (1 Nos.) RDTL Guwahati (1Nos.) |
| 7 | Auto Titrator | 2 | CDTL Chennai(1Nos.) RDTL Hyderabad (1Nos.) |
| 8 | Dissolution Rate test equipment with autosampler | 3 | RDTL Guwahati (1Nos.), RDTL Chandigarh (1nos.), CDTL Chennai (1nos.) |

Delivery and Installation Schedule:

Delivery of equipment shall be within 2 Months from the date of placement of order and Installation commissioning and training of equipment shall be within 3 months from the date of placement of order as per Clause No.9 of GCC.

Complete Address of Consignee

| S. No. | Consignee | Complete Address |
|---------------|------------------|---|
| 1 | CDL Kolkata | Director, Central Drugs Laboratory 3, KYD Street, Kolkata - 700016 |
| 2 | CDTL Chennai | Director, Central Drug Testing Laboratory No. 37 , Naval Hospital road, Periamet, Chennai-600003 |
| 3 | CDTL Mumbai | Director (I/C), Central Drug Testing Laboratory, Government Medical Store Depot, Bellasis Road, Opposite Hotel Sahil, Mumbai Central (East), Mumbai-400008 |
| 4 | RDTL Guwahati | Director, Regional Drug Testing Laboratory, Six mile Panjabari Road, Guwahati |
| 5 | RDTL Chandigarh | Director, Regional Drug Testing Laboratory Sector 39-C, Chandigarh - 160036 |
| 6 | CDTL Hyderabad | Director, Central Drugs Testing Laboratory Ministry of Health & Family Welfare, Dte. General of Health Services, CDSCO, Zonal Office, Besides AP, TB Demonstration & Training Centre, SR Nagar, Hyderabad-500 038. Ph. No. 040-23811481 |

Section -VIII

CHECK LIST FOR BIDDERS

(Bidders must fill-up this Section in all respects and submit with un-priced bid)

IFB No:

Line Item No.:

| Sr. | Document | Bidder's Confirmation (confirmed / not confirmed) | Page No. in the bid | Remark |
|-----|--|--|------------------------|--------|
| 1. | Bid document fee submitted. | | | |
| 2. | EMD submitted along with details i.e. item no., item description, amount etc. | | | |
| 3. | Bid form as per the Bid document submitted on the letter head of the company. | | | |
| 4. | Manufacturer authorization form as per Format given in the Bid document on the letter head of the company. | | | |
| 5. | Original copy of Power of attorney (on non- judicial stamp paper of appropriate value) of the signatory to the signing Bidding Document. | | | |
| 7. | Technical Compliance Statement submitted | | | |
| 8. | Commercial Compliance Statement submitted | | | |
| 10. | Audited Balance sheet (duly signed by the auditor) for the last 3 financial years (i.e. 2007-08, 2008-09, and 2009-2010). | | | |
| 12. | Full set of Bid document along with its Addendum / corrigendum, has been signed on all pages (with company seal affixed) and submitted with un-priced bid. | | | |
| 13. | Price schedule has been filled-up strictly as per Format given in bid document. | | | |
| 14. | Price bid has been submitted separately item wise. | | | |
| 15. | Copy of price schedule with prices blanked out has been submitted with un-priced bid | | | |
| 18 | Affidavit | | | |

Important Note:

- 1) All pages of bid submitted should be page numbered and indexed.
- 2) The bidder may also go through the check list and ensure that all the documents / confirmed listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA.

Signature with Date _____
Name & Designation With Company's Seal _____

ECS Format required with every bill for payment of more than Rs.1, 00,000 (Rupees One lakh only).

- 1. Name of the Beneficiary & address : -----
- 2. Name of Beneficiary's Bank : -----
- 3. Name of Beneficiary's Bank Branch. : -----
- 4. A/c No. Current /Saving : -----
- 5. IFSC/RTGS/ECS No. of Beneficiary's Bank Branch. (Please give complete Number) : -----
- 6. Account of Remittance : -----

NOTE:-

- 1. The Bank should be Computer Based Service
- 2. Should be on Letter head of the vendor
- 3. A copy of Bank cheque in case of ECS.

(Signature of Beneficiary)
Name -----
Designation -----
Date -----