

REGIONAL CENTRE FOR BIOTECHNOLOGY,

NCR BIOSCIENCE CLUSTER, FARIDABAD.

TENDER ENQUIRY DOCUMENT

(Two Bid System for conclusion of Contract)

NIT No: RCB/NIT/15/20-21/CO2O2

Description: Supply, installation and commissioning of CO₂+O₂ Temperature Analyser at Regional Centre for Biotechnology Faridabad 121001.

SECTION-I

REGIONAL CENTRE FOR BIOTECHNOLOGY **NCR BIOSCIENCE CLUSTER, FARIDABAD**

NOTICE INVITING TENDERS (NIT)

Open Tender Notice NIT No : **RCB/NIT/15/20-21/CO202** , On behalf of Executive Director, RCB, Faridabad, online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from eligible and qualified firms/manufacturer for supply, installation and commissioning of following items:-

| SI No | Description of Items | Qty | Amount of Bid Security/EMD (in Rs. or for an Equivalent amount in foreign currency) through online mode only |
|--------------|-----------------------------|------------|---|
| (a) | CO2+O2 Temperature Analyser | 01 | Rs 4600/- |

CRITICAL DATE SHEET

| | |
|---------------------------------------|----------------------|
| Publish Date | 10.11.2020 |
| Bid Document Download/Sale Start Date | 10.11.2020 |
| Pre Bid Meeting | 18.11.2020 |
| Bid Submission End Date & Time | 04.12.2020, 1500 HRS |
| Bid Opening Date & Time | 04.12.2020, 1530 HRS |

Instructions:

1. Bids shall be submitted online only at the DBT E-Wizard Portal website: <https://dbt.euniwizarde.com>.
2. The Bidder shall download the Tender Enquiry Document directly from the website <https://dbt.euniwizarde.com> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
4. Bidders are advised to follow the instructions provided in the "Instructions for Online Bid Submission" in Para No. 11 of GIB of Tender Enquiry Document.
5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes / modifications in the Tender Enquiry Document.
6. Intending bidder are advised to visit the DBT E-Wizard Portal website

<https://dbt.euniwizarde.com> regularly till closing date of submission of bid, for any corrigendum.

7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
8. The EMD/Bid Security shall be deposited through “**online mode only**” in favour of the Executive Director, RCB, Faridabad. till “Bid Submission End Date & Time” as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.
9. The bidders are advised to mention Item No. on each document while uploading CDSCO Certificate/License, Quality Certificate i.e. ISO//CE/ISI/USFDA/IP/BP/USP, Test Report for Drug Items, Import License for Drug Items, Manufacturing License for Drug Items of Original Manufacturer.

SECTION - II
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- i) "Purchaser" means the organization i.e. RCB/Centers/Departments/Sections purchasing goods as incorporated in the Tender Enquiry Document.
- ii) "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- iii) "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
- iv) "Supplier" means the individual or the firm supplying the goods as incorporated in the Contract/Purchase Order.
- v) "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the Contract.
- vii) "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- viii) "Contract" means Contract/Purchase Order which means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the Contract/Purchase Order placed on it. Performance Security is also known as Security Deposit.
- x) "Consignee" means the Center/Facilities/Department/Sections /person to whom the goods are required to be delivered as specified in the Purchase Order.

- xi) "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods has to conform.
- xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product and comparing the same with the specified requirement mentioned in the Contract/Purchase Order to determine conformity.
- xiii) "Day" means calendar day.

1.3. Abbreviations:

- i) "ATN" means Advertised Tender Notice
- ii) "NIT" means Notice Inviting Tenders.
- iii) "GIB" means General Instructions to Bidders
- iv) "SIT" means Special Instructions to Bidders
- v) "GCC" means General Conditions of Contract
- vi) "SCC" means Special Conditions of Contract
- vii) "DP" means Delivery Period
- viii) "BG" means Bank Guarantee
- ix) "GST" means Goods & Service Tax

1. Introduction

- 2.1 The Purchaser has issued these Tender Documents for purchase of goods as mentioned in Section – VI – "Schedule of Requirements", which also indicates, *inter-alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of Contract/Purchase Order.
- 1.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 1.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

2. Availability of Funds

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

3. Language of Bid

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

4. Bid Expense

- 5.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Tender process.

B. TENDER ENQUIRY DOCUMENT

6. Content of Tender Enquiry Document

- 6.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Tender Enquiry Document includes:

- Section II – General Instructions to Bidders (GIB)
- Section III – Special Instructions to Bidders (SIB)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – Schedule of Requirements
- Section VII – Technical Specifications
- Section VIII – A) Qualification Criteria
– B) Proforma for Performance Statement
- Section IX – Tender Acceptance Form
- Section X – Price Schedules (BoQs)
- Section XI – Bank Guarantee Form for Bid Security
- Section XII – Manufacturer’s Authorization Form
- Section XIII – Bank Guarantee Form for Performance Security
- Section XIV – Contract Forms
- Section XV – Performa of Consignee Receipt Certificate
- Section XVI – Performa of Final Consignee Acceptance Certificate

- 6.2 The relevant details of the required goods, the terms, conditions and procedure for Tender, bid evaluation, placement of Contract/Purchase Order, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc to proceed further.

7. Corrigendum to Tender Enquiry Document

- 7.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it
- 7.2 Corrigendum will be notified through DBT EWizard portal only :-
<https://dbt.euniwizarde.com> .
- 7.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

8. Clarification of Tender Enquiry Document

- 8.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser through DBT E-Wizard Portal only. The purchaser will respond through DBT E-Wizard Portal to such request provided the same is uploaded within the time schedule mentioned in “Critical Date Sheet”.

C. PREPARATION OF BIDS

9. Documents Comprising the Bid

- 9.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid)

- i) Electronic receipt of online payment of “EMD/Bid Security” furnished in accordance with GIB alternatively, documentary evidence as per GIT for claiming exemption from payment of EMD/Bid security to be uploaded.
- ii) Scanned copy of “Technical Specifications Quoted” as per Section- VII of Tender Enquiry Document viz-a-viz technical specification of the quoted Items.
- iii) Scanned copy of “Technical Brochure/Catalogue of OEM of quoted goods” detailing its technical parameters.
- iv) Scanned copy of “Tender Acceptance Form” as per Section IX to be uploaded.

- v) Scanned copy of “Performance Statement” as per Section-VIII along with relevant copies of orders and End Users’ satisfaction certificate to be uploaded
 - vi) Scanned Copy of GST Registration Certificate.
 - vii) The Scanned Copies of following documents, wherever applicable may be uploaded under “Other Important Documents”:
- a) Scanned copy of Documentary evidence, as necessary in terms of clauses of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the Contract if its bid is accepted to be uploaded.
 - b) Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of “Manufacturer’s Authorization Form” as per Section XII. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer’s Authorization Form to be uploaded. However, in cases of Office Stationery, Printing Stationery, and General Items etc. such Authorization may be given by wholesaler of OEM.
 - c) Scanned copy of Power of Attorney in favor of signatory of Tender/Bid and signatory of Manufacturer’s Authorization Form to be uploaded.
 - d) Scanned copy of Documents and relevant details to establish in accordance with GIB that the goods to be supplied by the bidder conform to the requirement of the Tender Enquiry Document to be uploaded.
 - e) Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.

Note:

1. It is the responsibility of bidder to go through the Tender Enquiry Document to ensure uploading all required documents in addition to above, if any.

B) Price Bid:

Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Schedule of price bid in the form of BOQ_XXXX .xls:

The below mentioned (Section X) price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at <https://dbt.euniwizarde.com> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with RCB, Faridabad.

- 9.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with the Contract must specify whether he signs as:
- i) A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
 - ii) In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
 - iii) Constituted attorney of the firm if it is a company.

Note:

- 1) In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.
 - 2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
 - 3) Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.
- 9.3 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 9.4 Bid sent by fax/email shall be ignored.

10. Bid Currencies

- 10.1 The bidder supplying indigenous goods or already imported goods shall quote accordingly.
- 10.2 Bids, where prices are quoted in any other way shall be treated as non - responsive and rejected.

11 Bid Prices

- 11.1 The Bidder shall indicate in the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices on Free Delivery at Site basis, applicable GST, HSN Code, it proposes to supply against the requirement. The Bidders shall indicate MRP in the relevant column against each item of BoQ. The details about make & model, if applicable, may also be indicated. All the columns shown in the Price Schedule should be filled up as required.
- 11.2 In no case the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Contract there is decreased in MRP, the bidder shall inform the purchaser promptly along with revised reduced rates on pro-rata basis. In case, if bidder quotes more than MRP and/or does not inform purchaser about reduction in MRP, it will be viewed seriously and appropriate administrative action will be taken including de-barring the firm.
- 11.3 If there is more than one schedule in the “Schedule of Requirements”, the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods as specified in that particular schedule.
- 11.4 The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser’s right to award the Contract on the selected bidder on any of the terms offered.

12. Firm Price

- 12.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Facilities/Departments/Store Sections against this Contract till the currency period of Contract.
- 12.2 Statuary variation in GST will be applicable.

13. Alternative Models/Brands/Quality

- 13.1 Alternative Models/Brands/Quality are not permitted. The Bidder are required to quote Models/Brands/Quality of best quality meeting tender specifications. Wherever, a bidder quotes alternative Models/ Brands/ Quality, there bid will not be considered for that item.
- 13.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised Tender Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry.

13.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same Advertised Tender Enquiry.

14 Documents Establishing Bidder's Eligibility and Qualifications

14.1 The bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the Contract if its bid is accepted.

14.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:

- i) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XII in this document.
- ii) In case the bidder is submitted its bid along with the manufacturer's authorization letter, it is the responsibility of bidder to be fully equipped and able to carry out the required contractual functions and duties of the manufacturer including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

15. Documents establishing good's Conformity to Tender Enquiry Document.

15.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods offered in the bid fully conform to the goods specified by the purchaser in the Tender Enquiry Document. For this purpose the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry Document to establish technical responsiveness of the goods offered in its bid.

15.2 In case there is any variation and/or deviation between the goods prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.

15.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

16. Bid Security (BS) /EMD

- 16.1 Pursuant to the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT).
- 16.2 The scanned copy of online payment receipt of Bid Security/EMD may be uploaded along with the bid.
- 16.3 The bidders who are currently registered with MSME for the goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject goods issued by department of MSME.
- 16.4 The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft/Banker's cheque
 - ii) Fixed Deposit Receipt
 - iii) Bank Guarantee
- 16.5 The demand draft or banker's cheque shall be drawn on any commercial bank in India, in favour of, as indicated in the NIT, payable at Faridabad. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section VIII in these documents.
- 16.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid is 270 days, the Bid Security shall be valid for 315days from Techno – Commercial Bid opening date.
- 16.7 The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 16.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

17. Bid Validity

- 17.1 The bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 17.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.
- 17.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

18. Instructions for Online Bid Submission and Registration on DBT E-Wizard Portal:

- 18.1 The bidders shall submit their online bids as per the instruction given for online bid process. The bidders are required to submit soft copies of their bids electronically on the DBT E-Wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the DBT E-Wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the DBT E-Wizard Portal. More information useful for submitting online bids on the DBT E-Wizard Portal may be obtained at: <https://dbt.euniwizarde.com>.
- 18.2. Registration on the DBT E-Wizard.Portal:
- i) Bidders are required to enrol on the e-Procurement module of the DBT E-Wizard Portal (URL: <https://dbt.euniwizarde.com>) by clicking on the link "Online bidder Enrolment" on the DBT E-Wizard.Portal which is free of charge.
 - ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
 - iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the DBT E-Wuzard.Portal.
 - iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with

- signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

18.3. Searching for Tender Enquiry Document on the DBT E-Wizard .Portal:

- i) There are various search options built in the DBT E-Wizard Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the DBT E-Wizard Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the EDBT E-Wizard Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

18.4. Preparation of Bids for uploading on the DBT E-Wizard Portal

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

19. Submission of Bids for uploading on the DBT E-Wizard Portal

- 19.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 19.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
- 19.3 Bidder has to select the payment option as “online” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- 19.4 Bidder shall pay the EMD through **online mode only** and update the account details on e tender portal for refund of EMD to unsuccessful bidders. EMD in any other form will not be accepted. EMD of unsuccessful bidders will be refunded to the account from which the online payment was made.
- 19.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 19.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 19.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The

data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 19.8 The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- 19.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 19.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 19.11 Assistance to Bidders for uploading the DBT E-Wizard Portal:
- i) Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
 - ii) Any queries relating to the process of online bid submission or queries relating to DBT E-Wizard Portal in general may be directed to the 24x7 DBT E-Wizard Portal Helpdesk

E. BID OPENING

20. Opening of Bids

E- Bids will be opened after due time and date and the bidders may check the status etc. on DBT E-Wizard Portal.

F. SCRUTINY AND EVALUATION OF BIDS

21. Basic Principle

- 21.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in

their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

22. Scrutiny of Bids

- 22.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 22.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 22.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 22.4 In the absence of submission of the following, a bid shall be declared non-responsive during the evaluation and will be ignored;
- i) Tender Acceptance Form as per Section IX (signed & stamped) not uploaded.
 - ii) Bid validity is shorter than the required period.
 - iii) Required Bid Security (Amount, validity etc.)/exemption documents have not been uploaded as per stipulated provisions.
 - iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XII, if applicable.
 - v) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form for due performance of the contract.
 - vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
 - vii) Poor/unsatisfactory past performance.
 - viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/RCB, Faridabad.
 - ix) Bidder has not agreed to currency of Contract period.
 - x) Bidder has not agreed for the delivery terms and delivery period.
 - xi) In cases where advance sample has been called, if bidders not furnished sample or the advance sample is not meeting the desired quality as per Technical Specification.

23. Minor Infirmary/Irregularity/Non-Conformity

- 23.1 If during the evaluation, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its

observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

24. Qualification Criteria

24.1 Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further.

25. Item-wise Evaluation

25.1 In case the Schedule of Requirements contains multiple items, the responsive bids will be evaluated and compared separately for each item.

26. Comparison of Bids

26.1. The comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis.

27. Purchase Preference for Evaluation

27.1 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.

28. Bidder's capability to perform the Contract

28.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the Contract satisfactorily.

28.2 The above-mentioned determination will, interalia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

29. Contacting the Purchaser

29.1 From the time of submission of bid to the time of awarding the Contract, if a bidder needs to contact the purchaser for any reason relating to NIT/Tender Enquiry Document and / or its bid, it should do so only through DBT E-Wizard Portal.

- 29.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

30. Purchaser's Right to accept any bid and to reject any or all bids.

- 30.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of Contract, without incurring any liability, whatsoever to the affected bidder(s).

31. Award Criteria

- 31.1 Subject to the above, the Contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser. In cases where advance samples have been called in "Special Instructions to Bidders" in Section III,

32. Purchase Orders to be placed during currency of Contract

- 32.1 Purchase Orders will be placed by the Centers/Facilities/Department/Store Sections of RCB during the currency of Contract.

33. Notification of Award

- 33.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/email (to be confirmed by registered / speed post) that its bid for Goods, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 3 of GCC under Section IV.
- 33.2 The Notification of Award shall constitute the conclusion of the Contract.

34. Issue of Contract

- 34.1 Promptly after notification of award, the Purchaser will mail the Contract form (as per Section XIV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

34.2 Within twenty one days from the date of the Contract, the successful bidder shall return the original copy of the Contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

35. Non-receipt of Performance Security by the Purchaser

35.1 Failure of the successful bidder in providing Performance Security and / or returning Contract copy duly signed in terms of GIB clauses above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 12-Termination of default of GCC under Section IV.

36. Return of Bid Security/EMD

36.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

37. Publication of Bid Result

37.1 The name and address of the successful bidder (s) receiving the Contract (s) will be mentioned in the DBT E-Wizard Portal.

H. CORRUPT OR FRADULENT PRACTICES

38. Corrupt or Fraudulent Practices

38.1 It is required by all concerned namely the Bidder /Suppliers/Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such Contract/Purchase Orders. In pursuance of this policy, the Purchaser: -

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract/Purchase Orders execution; and
 - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract/Purchase Orders to the detriment of the Purchaser, 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 Purchaser of the benefits of free and open competition;

- b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract/Purchase Orders in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/Purchase Orders by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract/Purchase Orders.

39. REQUIREMENT OF REGISTRATION

Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority and the bidder should be in compliance with the F. No. 6/18/2019-PPD dated 23rd July 2020 of Department of Expenditure, Ministry of Finance, Government of India and certificate to be submitted as per Section-XVII (Certificate for tender).

SECTION – III
SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

| Sl. No. | GIB Clause No. | Topic | SIB Provision |
|----------------|-----------------------|--------------|----------------------|
| 1. | 1 - 38 | | No Change |

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, Schedule of Requirements under Section VI and Technical Specification under Section VII of this document.

2. Patent Rights

- 2.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods to be provided by the supplier under the Contract/Purchase Orders for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

3. Performance Security

- 3.1 Within Thirty (30) days from date of the issue of Notification of Award by the Purchaser, the supplier shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the Annual Estimated Quantity of the items for which Contract is being awarded, valid up to currency of Contract plus Warranty Period (if applicable) ninety (90) days.
- 3.2 The Performance Security shall be denominated in Indian Rupees in any of the following forms:
- i) Account Payee Demand Draft
 - ii) Fixed Deposit Receipt drawn from any Scheduled bank in India
 - iii) Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIII of this document
- 3.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government, the amount of the Performance Security is liable to be forfeited equivalent to the amount of Supply Order. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 3.4 In the event of any extension of currency of Contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the Contract , as amended.
- 3.5 Subject to above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations (if applicable).

4. Technical Specifications

- 4.1 The Goods to be provided by the supplier under this Contract shall conform to the 'Technical Specification' under Sections VII of this document.

5. Inspection, Testing and Quality Control

- 5.1 The purchaser has contractual right to inspect, test and, if necessary, reject the goods to confirm their conformity to the Contract specifications and other quality control details incorporated in the Contract.
- 5.2 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser for conducting the inspections and tests again.
- 5.3 Goods accepted by the purchaser/consignee in inspection in terms of the Contract/Purchase Orders shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause, if applicable.

6. Terms of Delivery

- 6.1 Goods shall be delivered by the supplier on "Free Delivery at Site" basis and delivered as per Delivery Period specified in the Purchase Order placed against Contract. Please note that the time shall be the essence of the contract.

7. Warranty

- 7.1 The supplier warrants comprehensively that the goods supplied under the Contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the Contract . The supplier further warrants that the goods supplied under the Contract/Purchase Orders 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 under the conditions prevailing in India.
- 7.2 The warranty period (if applicable as stated in Schedule of Requirement in Section-VI or Technical Specification in Section- VII) shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

8. Prices

- 8.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Facilities/Departments/Store Sections against this Contract till the currency period of Contract.
- 8.2 Statuary variation in GST will be applicable during currency of the contract, during the original Delivery Period of Purchase Order after submitting supporting documents (Government notifications) issued by concern department.

9. Payment Terms

100% payment would be made on receipt of goods in good condition and acceptance, upon the submission of the following documents:

- i) Original copies of supplier's invoice showing Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount;
- ii) "Consignee Receipt Certificate" as per Section XV of Tender document in original
- iii) "Final Consignee Acceptance Certificate" as per Section XVI of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

10. Delivery

- 10.1 The supplier shall deliver the goods under the Contract within the time schedule specified by the Purchaser Order as per in the Schedule of Requirements and as incorporated in the Contract. The time for and the date of delivery of the goods stipulated in the Purchase Order shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the Purchase Order.
- 10.2 Subject to the provision under Force Majeure clause of GCC, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods shall render the supplier liable to any or all of the following sanctions:
- i) Imposition of liquidated damages,
 - ii) Forfeiture of its Performance Security and
 - iii) Termination of the Contract/Purchase Orders for default.
- 10.3 If at any time during the currency of the Contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the Purchaser in writing but not later than 10 days from the date of issue of the Purchase Order about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. In case no communication is received within 10 days from the date of issue of Purchase Order, it will be presumed that supplier has accepted the Purchase Order in all regards. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the Purchase Order.

10.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- i) The Purchaser shall recover from the supplier, under the provisions of the Force Majeure clause of the General Conditions of Contract, Liquidated Damages on the goods, which the Supplier has failed to deliver within the delivery period stipulated in the Purchase Order.
- ii) That no increase in price on account of any ground, whatsoever, including any stipulation in the Contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods specified in the Purchase Order, which takes place after the date of delivery stipulated in the Purchase Order shall be admissible on such of the said goods as are delivered and performed after the date of the delivery stipulated in the Purchase Order.
- iii) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST which takes place after the expiry of the date of delivery stipulated in the Purchase Order.

10.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

10.6. Passing of Property

- (i) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.
- (ii) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- (iii) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

11. Liquidated Damages

11.1 Subject to Force Majeure clause of the General Conditions of Contract, if the supplier fails to deliver or install / commission any or all of the goods within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the Contract, deduct from the Purchase Order, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning until

actual delivery or performance subject to a maximum of 10% of the Purchase Order price. Once the maximum is reached Purchaser may consider termination of the Purchase Order as per GCC.

12. Termination for Default

- 12.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the Contract and/or Purchase Order in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the Purchase Order, or within any extension thereof granted by the Purchaser.
- 12.2 The Performance Security in such cases will be forfeited equivalent to the amount of Purchase Order.
- 12.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the Contract/Purchase Orders to the extent not terminated.

13. Termination for Insolvency

- 13.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Contract/Purchase Orders at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

14. Force Majeure

- 14.1 Notwithstanding the provisions contained in above clauses of GCC, 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/Purchase Orders is the result of an event of Force Majeure.
- 14.2 For purposes of this clause, 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 at the 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, 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.
- 14.3 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/Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 14.4 If the performance in whole or in part or any obligation under this Contract/Purchase Orders 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/Purchase Orders without any financial repercussion on either side.
- 14.5 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.

15. Termination for Convenience

- 15.1 The Purchaser reserves the right to terminate the Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 30 days at any time during the currency of the Contract.
- 15.2 The Supplier reserves the right to terminate the Contract, in whole or in part for its Purchaser's convenience, by serving written notice by the supplier of 90 days at any time during the currency of the Contract.

16. Resolution of Disputes

- 16.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the Contract/Purchase Orders, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 16.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the Contract/Purchase Orders, such dispute or difference shall be referred to the sole arbitration to be appointed by the Executive Director, RCB. The award of the arbitrator shall be final and binding on the parties to the Contract/Purchase Orders subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 16.4 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract/Purchase Orders has been issued, i.e., Faridabad.
- 16.5 Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., Faridabad.
- 16.6 Applicable Law: The Contract/Purchase Orders shall be governed by and interpreted in accordance with the laws of India for the time being in force.

17 Withholding and Lien in respect of sums claimed

17.1 Whenever any claim for payment arises under the Contract/Purchase Orders against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other Contract/Purchase Orders made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

17.2 It is an agreed term of the Contract/Purchase Orders that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the Contract/Purchase Orders is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

18. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the Contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the Contract/Purchase Orders, at a price lower than the Contract/Purchase Orders price, to any person or organization during the currency of the Contract , the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract/Purchase Orders and the Contract/Purchase Orders amended accordingly.

SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

The warranty conditions, Shelf life, if applicable, will be as mentioned in the Schedule of Requirement as per section VI of the Tender Enquiry Document.

SECTION – VI
SCHEDULE OF REQUIREMENTS

| Tender Sr. No. | Items Description | Approximate Quantity |
|----------------|-----------------------------|-----------------------------|
| 1. | As indicated in Section VII | As indicated in Section VII |

Terms of Delivery:

Free Delivery at Consignee's Site(s)

Delivery Period:

The Delivery Period is maximum 45 days from date of issue of Purchase Order against the Contract. In case of exigency, a shorter Delivery Period can be given and if, it is not acceptable to Supplier, it may be intimated to the Purchase Officer within seven days from the date of issue of the Purchase Order, otherwise it will be assumed that the Purchase Order has been accepted. The date of delivery will be the date by when it is to be delivered at consignee site.

Installation and Commissioning shall be done at the earliest at site or date of handing over the site for installation, whichever is later.

For delayed delivery, liquidated damages will get applied as per GCC.

Section – VII
TECHNICAL SPECIFICATIONS

F. No. RCB/NIT/15/20-21/CO2O2

Name of the Work: Supply Installation and commissioning of CO₂+O₂ Temperature Analyser at Regional Centre for Biotechnology Faridabad 121001.

Technical Specifications:

1. System should have IR-CO₂ and Oxygen gas tester is specifically designed to monitor CO₂ and Oxygen for the verification of incubator performance.
2. System should be hand-held Infra-Red CO₂ and Oxygen Gas Tester
3. System should have CO₂ Measuring range 0-20%
4. System should have CO₂ Measuring accuracy of $\pm 0.2\%$
5. System should have O₂ Measuring range 0-30%
6. System should have O₂ Measuring accuracy of $\pm 0.2\%$
7. System should have Operating Temperature range 5°C - 40°C
8. The system should have temperature measurement range from 0-50°C with accuracy of $\pm 0.2^\circ\text{C}$.
9. The system should be supplied with suitable temperature probe with length of minimum 1 meter.
10. System should have an Integral pump with pump flow rate 0.1 LPM to measure carbon dioxide and Oxygen.
11. System should have large, easy to read LCD display.
12. System should have Li-ion battery for long term operation.
13. System should have an electrical adaptor to charge the battery, the operating voltage of adaptor is 230V, 50 Hz.
14. The system should have battery backup of 8 hours per day.
15. System should have internal memory to store 1000 readings
16. The system should include the calibration certificate of CO₂ and O₂.
17. The system should be supplied with necessary calibration reports.
18. System should be supplied with all the accessories required to function.
19. Compliance to each of the above points should be separately indicated and evidence presence for each of them (Product brochures should be highlighted wherever required).
20. **System should be supplied with 3-year warranty**
21. System should be CE/ISO approved.

ANNEXURE-I

The bidder are advised to quote all the items are as per the prescribed proforma given below and write description of items as per performa along with page number. In case bidder do not quote their items as per given proforma for quoting items, their offers shall be summarily rejected. (Annexure-I)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | 13 |
|-------------------------|---------------|--------------|------------|---|-----------------------------|-------------------------------|--|--|---|--|--|--|--|
| Tender Sr. No. of items | Group of item | Name of item | Brand Name | Mention Quality of each items i.e. ISO/C E/ISI/USFDA & page no. | Items is imported Yes or No | Items is Indigenous Yes or No | Bidder should mention that quoted Item is Drug or not as per guideline of CDSCO (DGHS) | Name of original Manufacturing company | Name of Manufacturing company authority enclosed at page No.. | Enclosed Manufacturing license of Manufacturer for Drug items Yes or No Page No. | Copy of Import License for imported Drug items issued by CDSCO (DGHS) Yes or No Page No. | Authorization from Manufacturer Yes or No Page No. | Letter from manufacturer responsibility taken for supply of items of the firm Yes or No Page No. |
| | | | | | | | | | | | | | |

(ANNEXURE-II)

The bidder are advised to fill prescribed Performa (Serial 1 to 20) & enclosed relevant documents as per requirement & sequence of given performa. Also, should have mentioned page number with all required details of relevant document in the prescribed performa given below (ANNEXURE-II). If bidder do not fill the prescribed given Performa their offer shall be summarily rejected & no correspondence will be entertained.

| | | | | | | | | |
|--|---|--|---|--|--|---|---|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | |
| Tender Sr. No. | List of Sample Submitted as per Tender Sr. No as per annexure III Page no. | Firm is Manufacturer/ Accredited Agent/ Sole Distributor Yes/No & Page No. | Firm is Proprietorship/Partnership/Pvt. Ltd. Page No. | Mode of payment of EMD viz credit/debit card/net banking | Sale tax (GST) certificate registration, Page no. | Latest Sale Tax (GST) clearance (copy of challan GST paid) Page No. | | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| Fall Clause, (this documents have to be submitted as affidavit on stamp paper of Rs. 10/- attested by notary) Page No. | Non Blacklisting declaration, (this documents have to be submitted as affidavit on stamp paper of Rs. 10/- attested by notary) Page No. | No case pending against Firm (this documents have to be submitted as affidavit on stamp paper of Rs. 10/- attested by notary) Page No. | Section VII Page No. | Authorization letter from manufacturer (Name) Page No. | Responsibility taken by Manufacturer for any laps Page No. | Statement of Financial Standing from CA Page No. | Enclosed Annexure-I Statement Page no. | Enclosed Annexure-II Statement Page no. |
| 17 | 18 | 19 | | 20 | | | | |
| Manufacturing License for Drug Items of original manufacturer if required Page No. | Import license of Importer for imported Drug items Page No. | Import Registration Certificate of Importer for Imported Drug items issued by CDSCO, Ministry of Health & Family Welfare Page No. | | Performance Certificate of Tenderer issued by Institutions/ Hospitals on their letter head. Page No. | | | | |

NOTE : THE BIDDERS ARE REQUIRED TO SUBMITT ALL THE REQUISITE DOCUMENTS AS PRESCRIBED IN THE TERMS & CONDITIONS ALONGWITH THE TECHNICAL BID FAILING WHICH THEIR OFFER WILL SUMMARILY BE REJECTED.

(ANNEXURE-III)

The bidder are advised to submitted sample as per prescribed proforma given below items wise (ANNEXURE-III). In case bidder do not submit sample as per given proforma items wise their offers shall be summarily rejected.

Note : All Column are mandatory filled by the bidder otherwise their offers shall be summarily rejected.

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------------|---------------|---------------|---|-------------------|----------|
| Tender Sr. No. | Name of items | Brand name | Quality of items i.e ISI/CE/ISO/USFDA (whichever applicable) | Manufacturer Name | Quantity |
| | | | | | |

Section – VIII
A) Qualification Criteria

As stated in “General Instruction to Bidders” in Section-II & Section - VII
Note:- Point 1 to 16 Page no.47-49

Check List of Certificates/ Documents required to be submitted in the Techno-Commercial Bid-Part I.

The tenderer are advised to submit the following certificates under the category of “Vital documents” invariably along-with Techno-Commercial Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

- Undertaking for adherence of Two-Bid System. (Non-violation of Two-Bid Sytem)
- Clarification with regard to manufacturer or their accredited agent.
- Undertaking for the submission EMD/bid amount alongwith the bid.
- GST registration certificate
- Latest GST clearance certificate
- Fall clause declaration
- Non-black listing declaration
- Declaration reg. Proprietorship/partnership/ Pvt. Limited firm
- Samples and their test reports, wherever, applicable
- Statement of financial standing from C.A. or Bank with address & proof of turnover of the firm minimum 25 lacs for the last 3 years
- Performance report(s) and List of Organizations where the material have been supplied in the last 2 years.
- Different quality samples, if submitted, for one item, that particular item will not be considered for evaluation.
- Declaration for NOT charging/quoting of Rates more than MRP in the Price Bid Part- II
- Undertaking for adherence & acceptance to all Tender Terms as per Schedule – ‘A’ (No Deviation of Tender Terms)

Section – VIII
B) Proforma for Performance Statement
(For the period of last two years)

NIT No. : _____
Date of Bid Opening : _____
Name and address of the Bidder : _____
Name and address of the Manufacturer : _____

| Order placed by (full address) | Order no. and date ## | Description (Model No., if applicable) and quantity | Value of order (Rs.) | Consignee | Date of Delivery Period | | | Have the goods been functioning Satisfactorily (attach documentary proof)** |
|--------------------------------|-----------------------|---|----------------------|-----------|-------------------------|--------|--------------------------|---|
| | | | | | Contract | Actual | Reasons for Delay if Any | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

We hereby certify that the details of all orders received in last 2 years of quoted items have been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Date: _____

Seal of the Bidder _____

** The scanned copy of documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date may be uploaded

The bidders are requested to upload the scanned copy of purchase order copies along with the Techno-commercial Bid.

** The tenderer is also required to submit performance report from other similar organizations where the firm is registered for supply of similar systems. The firm should also submit list of organizations where the similar systems have been supplied and installed in the last two years.

Failure to fulfill this condition will entail rejection of bids summarily and no correspondence will be Entertained in this regard.

Section – IX
TENDER ACCEPTANCE FORM

To _____

**The Executive Director,
REGIONAL CENTRE FOR BIOTECHNOLOGY
NCR BIOSCIENCE CLUSTER, FARIDABAD.**

Ref. Your NIT No. _____ due for opening on
_____ *insert date*

We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items for which Contract has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form in terms of “General Conditions Contract”, Section - IV read with modification, if any “Special Conditions of Contract”, in Section - V, for due performance of the Contract/Purchase Orders.

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central Govt. Ministries/RCB, Faridabad.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment/ corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security/Performance Security.”

Name: _____

Business Address _____

Place: _____

Date: _____

SECTION – X

PRICE SCHEDULE

BoQ may be uploaded as per instructions given in Tender Enquiry Document.

SECTION – XI
BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
(here in after called the "Bidders")

has submitted its Bid dated _____ for the supply of _____
(here in after called the "Bid")

Against the purchaser's NIT No. _____

Know all persons by these presents that we _____

having our registered office at _____
(Hereinafter called the "Bank")

are bound unto RCB, Faridabad
(here in after called the "Purchaser")

in the sum of _____ for which payment will and truly to be
made to the said Purchaser, the Bank binds itself, its successors and assigns by these
presents. Sealed with the Common Seal of the said Bank this
_____ day of _____ 20_____.

The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a. If the bidder fails or refuses to furnish the performance security for the due performance of the Contract/Purchase Orders or
 - b. If the bidder fails or refuses to accept/execute the Contract/Purchase Orders or
 - c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged

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

This guarantee will remain in force upto _____ (insert date of additional forty-five days after Bid validity) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
(Name and designation of the Officer)

.....
(Seal, name & address of the Bank and address of the Branch)

SECTION – XII
MANUFACTURER’S AUTHORISATION FORM

**The ‘Executive Director’
REGIONAL CENTRE FOR BIOTECHNOLOGY
NCR BIOSCIENCE CLUSTER, FARIDABAD.**

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers
of _____ (*name and description of the
Goods offered in the bid*) having factories at _____,

hereby authorize Messrs _____ (*name and address
of the agent*) to submit a bid, process the same further and enter into a Contract with you
against your requirement as contained in the above referred TE documents for the above
goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

_____ (*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs.

_____ (*name and address of the
above agent*) is authorised to submit a bid, process the same further and enter into a
Tender Enquiry Document with you against your requirement as contained in the above
referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty as applicable as per clause 15 of the General
Conditions of Contract, read with modification, if any, in the Special Conditions of
Contract for the goods offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of
Contract/Purchase Orders placed on the authorized agent and the spares for the
equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we
would have quoted directly”

The manufacturer accepts responsibility for any lapses of their distributor/agent.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.

SECTION - XIII
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _____ (Name and address of the Supplier) (Hereinafter called "the Supplier")

has undertaken, in pursuance of Contract No. _____
dated _____ valid from _____ to _____ for supply
_____ (*insert description of goods*)
(Hereinafter called "the Contract"),

To RCB, Faridabad.
(Hereinafter called "the Purchaser")

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (*insert Amount of the Performance Security in words and figures*), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee will remain in force upto _____ (*insert last date of currency of Contract plus Warranty Period (if applicable) plus additional Ninety days*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

SECTION – XIV
CONTRACT FORM FOR GOODS

(To be executed on Non-Judicial Stamp Paper worth of Rs.100/-)

REGIONAL CENTRE FOR BIOTECHNOLOGY
(Insert Name of concerned Centre/ Facilities/ Department/ Section)
NCR BIOSCIENCE CLUSTER, FARIDABAD

Contract No. _____ dated _____

To _____

(insert name of Supplier with address)

This is in continuation to this office's Notification of Award No.:

_____ dated _____

1. Name & address of the Supplier: _____
2. Advertised Tender Enquiry No. of Tender Documents: _____
and subsequent Amendment No.: _____, dated: _____
(if any), issued by the Purchaser
3. Supplier's Bid No.: _____ dated: _____ and subsequent
communication(s) No.: _____ dated: _____ (if any), exchanged
between the supplier and the purchaser in connection with this Tender
Document.
4. In addition to this Contract Form, the following documents etc, which are
included in the Tender Enquiry Documents mentioned under paragraphs
2 and 3 above, shall also be deemed to form and be read and construed as
integral part of this Contract :
 - i) General Conditions of Contract;
 - ii) Special Conditions of Contract;
 - iii) Schedule of Requirements;
 - iv) Technical Specifications;
 - v) Tender Acceptance Form uploaded by the supplier;
 - vi) Price Schedule(s)/BoQ uploaded by the supplier in its Bid;
 - vii) Manufacturers' Authorisation Form (if applicable);
 - viii) Purchaser's Notification of Award

Note: The words and expressions used in this Contract shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – "General Instructions to Bidders" of the Tender Enquiry Document shall also apply to this Contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

i) Brief particulars of the goods which shall be supplied by the supplier against Contract are as under:

| Item No. | Brief Description of Goods | Unit | Unit Price (in INR) | GST Rate (in %age) | Total Unit Price with GST (in INR) |
|----------|----------------------------|------|---------------------|--------------------|------------------------------------|
| | | | | | |

ii) Terms of Delivery: Free Delivery At Site

iii) Delivery schedule: 45 Days from the Date of Issue of Purchase Order

iv) Performance Security of Rs. _____ valid upto _____ to be furnished by _____

6. Currency of Contract from: _____ to: _____

7. Payment terms: As per General Conditions of Contract

8. The Supplier will supply the goods as per Contract against Purchase Orders issued by various Centers/Facilities/Section/Departments/Store Sections of RCB, Faridabad.

Signature, name and designation of the Purchaser authorised official for and on behalf of Executive Director, RCB, may be called as First Party

Received and accepted this Contract

Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier, may be called as Second Party

for and on behalf of _____
(Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

SECTION - XV
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:

- 1) Contract No. & date: _____
- 2) Purchase Order No. & date: _____
- 3) Supplier's Name: _____
- 4) Consignee's Name & Address: _____
- 5) Name of the item supplied : _____
- 6) Quantity Supplied : _____
- 7) Date of Receipt by the Consignee : _____

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____

SECTION – XVI
FINAL CONSIGNEE ACCEPTANCE CERTIFICATE
(To be given by consignee’s authorized representative)

1 This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the Contract/Purchase Order and the same has been installed and accepted.

1) Contract No. & date: _____

2) Purchase Order No. & date: _____

3) Supplier’s Name: _____

4) Consignee’s Name & Address: _____

5) Name of the item Supplied : _____

6) Quantity Supplied : _____

7) Date of Receipt by the Consignee : _____

8) Quantity Accepted : _____

9) Date of Acceptance by the Consignee : _____

10) The supplier has fulfilled its contractual obligations including installation (if applicable) satisfactorily

OR

The supplier has failed to fulfill its contractual obligations with regard to the following:

- i)
- ii)
- iii)
- iv)

11) The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____

SECTION -XVII

CERTIFICATE / DECLARATION FOR TENDER

**(IN COMPLIANCE WITH THE F. NO. 6/18/2019-PPD DATED 23RD
JULY 2020 OF DEPARTMENT OF expenditure, MINISTRY OF FINANCE,
GOVERNMENT OF INDIA)**

I/We have read the clause regarding restrictions on procurement from a bidder of a country, which shares a land border with India. I/We certify that as a bidder, I/We are fulfilling the requirements/conditions mentioned in the OM no. F. No. 6/18/2019-PPD dated 23rd July 2020 of Department of Expenditure, Ministry of Finance, Government of India and not barred to be considered in the bid process.

Signature of Tenderer with Name, Designation, Seal & Date