

**ICMR- Regional Medical Research Centre**  
**(Indian Council of Medical Research)**  
**BRD Medical College Campus, Gorakhpur, Uttar Pradesh-273013**

**Tender Document**

Tender Notice No: RMRC/GKP/Building/2021-22/1

**Last Date of Submission: 18.10.2021 at 01:00 PM**

**Contents:**

<b>S.No</b>	<b>Particulars</b>	<b>Page No</b>
<b>1.</b>	<b>Tender Notice</b>	<b>2-5</b>
<b>2.</b>	<b>Instruction to Bidders</b>	<b>6-8</b>
<b>3.</b>	<b>General Terms &amp; Conditions</b>	<b>9-12</b>
<b>4.</b>	<b>Special Terms &amp; Conditions for Indigenous Offers</b>	<b>13</b>
<b>5.</b>	<b>Special Terms &amp; Conditions for imported Offers</b>	<b>14-15</b>
<b>6.</b>	<b>Technical specifications Annexure 'A'</b>	<b>16</b>
<b>7.</b>	<b>Technical Compliance of specifications format-Annexure 'B'</b>	<b>17</b>
<b>8.</b>	<b>Part of Price Bid- Annexure 'C'</b>	<b>18</b>
<b>9.</b>	<b>After Sales Service Support Details-Annexure 'D'</b>	<b>19</b>
<b>10.</b>	<b>Warranty Certificate – Annexure 'E'</b>	<b>20</b>
<b>11.</b>	<b>Check List to be furnished by the bidder -Annexure 'F'</b>	<b>21</b>
<b>12.</b>	<b>List of Users-Annexure 'G'</b>	<b>22</b>
<b>13.</b>	<b>Format of Performance Bank Guarantee – Annexure 'H'</b>	<b>23-24</b>
<b>14.</b>	<b>Undertaking – Annexure 'I'</b>	<b>25</b>

**Tender Fee: Rs.5,000.00**

**ICMR- Regional Medical Research Centre**  
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**Tender Notice**

Tender Notice No. RMRC/GKP/Building/2021-22/1

**Tender for supply & installation of Gandhi Ji Sculpture and Mosaic Reception Wall**

The Director, ICMR-Regional Medical Research Centre, Gorakhpur invites sealed tender on two bids system from original manufacturers (Principal company) or authorized distributors for supply of Branding and Image Building activities including signage's. The Tender form will be issued/downloaded from 07.10.2021 to 18.10.2021 (upto 11:00 AM) from 10:00 AM to 05:00 PM. Last date of submission of Tender is 18.10.2021 up to 01:00 PM.

For details please refer to website of ICMR-RMRC, Gorakhpur <https://rmrcgkp.icmr.org.in/> or ICMR <https://www.icmr.gov.in/> or Central Public Procurement Portal <http://eprocure.gov.in/cppp>

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Tender Notice No. RMRC/GKP/Building/2021-22/1

**Tender for supply & installation of Gandhi Ji Sculpture and Mosaic Reception Wall**

1.1 The Director, ICMR- Regional Medical Research Centre, Gorakhpur, Deptt. Of Health Research, Ministry of Health & F.W. invites sealed tender under Two Bid Systems. The Tenders (Technical Bid) will be opened on 18.10.2021 at 02:30 PM in presence of bidders.

(a) TECHNICAL BID providing detail specifications and technical proposal as per required specifications at Annexure 'A' together with manufacturer's original data-sheets supporting the specifications in sealed cover and Earnest Money and Tender fee Deposits in separate sealed cover and

(b) PRICE BID for supply, installation, and commissioning of the following

S.No.	Name of Work	Tender Type	Qty required	Tender Fee (Rs.)	Earnest Money (Rs.)
1.	Gandhi Ji (Sculpture)	Limited Tender	1	5,000.00	75,000.00
2.	Mosaic Reception Wall		1		

1.2 Detailed tender documents (Non-transferable) can be purchased from 07.10.2021 to 18.10.2021 (upto 11:00 AM) either from Stores Section, ICMR-RMRC, Gorakhpur on any working day (Monday to Friday) during 10.00 A.M. to 05.00 P.M. on submission of written request with payment by bank draft of Rs 5,000.00 (Rs. Five thousand only) (Non-refundable) as a cost of tender form. Tender documents can be downloaded from the website of ICMR- RMRC, Gorakhpur <https://rmrcgkp.icmr.org.in/> or ICMR <https://www.icmr.gov.in/> or website of <http://eprocure.gov.in/cppp>, for this payment of Rs. 5,000.00 as cost of tender documents for each item will have to be paid by demand draft in favor of Director, ICMR-Regional Medical Research Centre, Gorakhpur at the time of submission of tender documents, otherwise tender will not be considered.

**DIRECTOR**

### IMPORTANT POINTS TO BE NOTED

Opening and closing dates and time of issue of tender documents	Date of Opening: 07.10.2021 , 10.00 AM Date of Closing: 18.10.2021, 11:00 AM
Last date and time of submission of tender	18.10.2021, up to 01:00 PM
Opening date and time of Technical bids	18.10.2021 at 02:30 PM
Pre-Bid Meeting	13.10.2021 at 02:30 PM
Address for issue and submission of tender documents	Director ICMR- Regional Medical Research Centre Stores Section BRD Medical College Campus, Gorakhpur, Uttar Pradesh- 273013
Non-refundable fee for tender document for each item/equipment	Rs. 5,000.00 by demand draft/ banker Cheque in the name of Director, RMRC, Gorakhpur
Tender documents are also available at website	<a href="https://rmrcgkp.icmr.org.in/">https://rmrcgkp.icmr.org.in/</a> <a href="https://www.icmr.gov.in/">https://www.icmr.gov.in/</a> and central procurement portal <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a> . The document can also be provided in CD on request.
Earnest Money Deposit (EMD) (Interest-free, refundable) (to be sent with the Technical Bid)	Prescribed EMD by demand draft in the favor of Director, ICMR-Regional Medical Research Centre payable at Gorakhpur

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

**Director**  
**ICMR-Regional Medical Research Centre**

### 1.3 Eligibility Criteria

1.3.1 Original manufacturers with Sales and service support facilities in India through their branch office/authorized representative in India.

1.3.2 Indian agent with extensive sales (Minimum 3 years) and service support in India preferably in Gorakhpur/Lucknow, representing foreign principals/Original manufacturers firms/companies with either of the above eligibility criteria are eligible to quote for the work. The Indian agency /dealership/reseller certificate with details of sales and service support should be enclosed with the technical bid.

- **Agency must have a head office in Delhi-NCR Region**
- **The entire set of work would be done along with Racee, fabrication & installation within 15-20 days after the order**
- **Photo of all design must be attached with Technical bid**

1.3.3 Submission of Earnest Money Deposit (EMD).

1.3.4 Submission of an Undertaking as mentioned in Annexure – I.

1.3.5 Submission the audited balance sheets of last three years as a proof and statement of annual turnover certified by Chartered Accountant (CA).

## INSTRUCTIONS TO BIDDERS

### 2.1 Scope of Work –

- (1) The scope includes Supply of complete work, installation.
- (2) The installation which includes satisfactory demonstration, required Training, Obtaining final acceptance certificate from the user department
- (3) Providing 5 years comprehensive warranty free of cost for work.

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

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

Part II - Price Bid.

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

#### 2.2.1 **Technical Bid:**

2.2.1.1 A detailed technical proposal supported by pictures, diagrams, design as per the specification at 'Annexure A'.

2.2.1.2 A Technical Compliance Statement for each parameter required for work 'Annexure B' exactly in order as mentioned in the tender document. (Point wise must)

2.2.1.3 Particulars of price bid must be given as per 'Annexure C'.

2.2.1.4 After Sales support details must be in the format 'Annexure D'. CMC/AMC cost should be quoted in Rupees not in percentage.

2.2.1.5 The warranty certificate to be given by the Manufacturer /vendor should be as per 'Annexure E'.

2.2.1.6 Check list as per Annexure 'F' and enclose with the Technical Bid.

2.2.1.7 List of Users for a period during 3 years preceding this tender (If possible similar work)- 'Annexure G'

2.2.1.8 Performance Bank Guarantee as per format given as 'Annexure H' (to be submitted by selected company/vendor only)

2.2.1.9 Undertaking to be submitted by manufacturer as per format given as "Annexure I".

2.2.1.10 Multi option quotations for desired equipment will be summarized rejected without any information to bidder.

2.2.1.11 Technical Evaluation: -

- i. The technical bid shall be opened at the scheduled time and date in presence of tenderers i.e. on 18.10.2021 at Time 02.30 PM
- ii. The eligibility of the Technical Bid shall be examined by the Technical Evaluation Committee to quoted item.
- iii. The technical bid of the qualified tenderers shall be examined, on the basis of information/technical brochure/documents submitted by the Bidder with the Technical bid and professional recommendations of the Technical Evaluation Committee (TEC).

#### 2.2.2 **Price Bid:**

2.2.2.1 The Price Bid should be submitted in the format enclosed as 'Annexure C'.

2.3 **Tender Document Fee:** Tender Document Fee is also payable by companies who have downloaded the tender documents from the website <https://rmrcgkp.icmr.org.in/> <https://www.icmr.gov.in/> or <http://eprocure.gov.in/cppp>. They should submit the tender along with a bank draft of Rs. 5,000/- payable to Director, ICMR- Regional Medical Research Centre, Gorakhpur which should be enclosed with the Technical Bid.

2.4 Earnest Money Deposit:- The Technical Bid (Part-1) should be accompanied by Earnest Money Deposit in the form of demand draft/ in favor of Director, ICMR- Regional Medical Research Centre, Gorakhpur. Tenders not accompanied with EMD in the Technical bid will be summarily rejected. The EMD will carry no interest. EMD will be refunded after finalization of bid to the tenderers. The EMD is liable to be forfeited, if the bidder withdraws or amends, impairing or derogates from the tender in any respect.

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

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

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

The Director,  
ICMR- Regional Medical Research Centre  
BRD Medical College Campus, Gorakhpur  
Uttar Pradesh- 273013

2.7 Each quotation sent by post/courier is to be enclosed in Double Cover. The inner cover should be duly SEALED AND SUPERSCRIBED as “Tender for “.....” Tender Enquiry No. .... Dated ..... Date of Opening .....” etc.. The Separate covers containing the Technical Bid and Price Bid for each item should be clearly superscribed as “Technical Bid” and “Price Bid” respectively with quoted work name and both these sealed covers are to be put in a suitable cover which should also be sealed and duly superscribed name of bidder firms address and name of work. Quotations delivered personally should be submitted in the **Stores Section, ICMR-Regional Medical Research Centre, BRD Medical College Campus, Gorakhpur, Uttar Pradesh-273013**. The tenderers themselves should ensure that their tenders with all requirements reach this office within the stipulated date and time. No late-tenders or delayed-tenders will be accepted. ICMR-RMRC, Gorakhpur will not be responsible for non-receipt/postal delays.

2.8 **Bid Submission last date and time:** - The last date and time for submission of bid is 18.10.2021 at 01.00 P.M. (Indian Standard Time).

2.9 **Technical Bid Opening Date and Time:** - The technical bid of the vendors whose tenders will be received at ICMR-RMRC, Gorakhpur before the closing date and time will be opened. Vendors or their representatives who wish to be present at the time of opening of Technical bid may present.

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

2.11 The date and time of price bid opening will be intimated to all technically responsive bidder through ICMR-RMRC, Gorakhpur website/email.

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

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

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

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

2.16 Tender Documents are not transferable under any circumstances.

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

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

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

2.20 Supply & Installation of Work: Material will be supplied and installed as per requirement, at ICMR-RMRC, Gorakhpur.

2.21 Director ICMR-RMRC reserves the right to defer the above dates or cancel the Tender in part or whole without assigning any reason what so ever.

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



## GENERAL TERMS AND CONDITIONS

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

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

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

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

3.5 Inspection: - ICMR-RMRC, Gorakhpur may decide to inspect the work in the following modes.

3.5.1 Pre shipment inspection may be done by the Personnel of ICMR-RMRC, Gorakhpur.

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

3.6 ICMR-RMRC, Gorakhpur shall inspect and test and where necessary reject the material after its arrival at ICMR-RMRC, Gorakhpur in addition to Pre shipment inspection if any. The Pre shipment inspection shall in no way be limited or waived by reason of the material having been inspected, tested and passed by ICMR-RMRC, Gorakhpur or the inspection agency prior to shipment.

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

3.8 Force Majeure clause:- The vendor shall not be liable for forfeiture of its bid security, performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. Force Majeure means an event beyond the control of the supplier and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the vendor either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the vendor shall forthwith notify ICMR-RMRC, Gorakhpur in writing of such conditions and cause thereof. Unless otherwise directed by ICMR-RMRC, Gorakhpur in writing, the vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all alternative means for performance not prevented by the Force Majeure event.

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

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

3.11 Jurisdiction:- All disputes are subject to the courts within Gorakhpur, India jurisdiction only.

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

3.13 Arbitration:

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

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

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

**The Director,  
ICMR- Regional Medical Research Centre  
BRD Medical College Campus  
Gorakhpur, Uttar Pradesh- 273013, India**

3.16 Termination for default:- ICMR-RMRC, Gorakhpur may, without prejudice to any other remedy for breach of contract, by written notice of default to the Vendor, terminate the contract in whole

3.16.1 If the vendor fails to execute work as purchase order or within any extension thereof granted by ICMR-RMRC, Gorakhpur.

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

3.16.3 If the vendor in the judgment of ICMR-RMRC, Gorakhpur has engaged in corrupt or fraudulent practices in competing for or in executing the order.

3.16.4 If the vendor is declared insolvent / bankrupt in a court of law or such proceedings are contemplated by ICMR-RMRC, Gorakhpur.

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

3.17 Termination for Cause:- ICMR-RMRC, Gorakhpur may at any time terminate the purchase order in giving written prior notice to the vendor, without compensation to the vendor.

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

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

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

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

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

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

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

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

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

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

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

3.26 .4 If there is delay in providing preventive maintenance, the period of warranty/CMC/AMC shall be extended by same number of days of the delay in preventive maintenance.

3.26.5 Transportation: If any equipment or part of equipment is required to be sent to company service centre during warranty/CMC/AMC period then complete transportation charges shall be borne by company /bidder concerned.

3.27 User List:- A signed list of similar material/works / stores supplied by the bidder (or the OEM) to the Other ICMR, CSIR, ICAR institutes, other medical institutions like Government or Private Hospitals or any State and Central Govt. Departments, Undertakings in India during last three years, should be furnished, indicating capacity, model, type of equipment, cost etc. and address of the parties to whom supplied.

3.28 The acceptance of the tender/quotation will rest with the Director ICMR-RMRC, Gorakhpur who does not bind him/herself to accept the lowest quotation and reserves the right to him/herself to reject, or accept any or all the quotations received, without assigning any reason. The quotations are liable to be rejected, if any of the conditions are not complied with.

3.29 The bidder shall supply the following documents at the time of Acceptance Test:

3.29.1 Complete set of Technical/Operation and Maintenance Manual.

3.29.2 Comprehensive inventory with list of accessories delivered.

3.29.3 Mode & connectivity details (if applicable).

3.29.4 System diagram.

3.29.5 Firm which will not fulfill the conditions accepted by them in their tender may be declared “black listed” and in that case all type of future business with that firm may also be stopped for five years.

3.29.6 If single response is received, then tender may be re-floated. However, second time again single response is received, it can be considered with the permission of Director. The same is not applicable for proprietary items.

3.29.7 There should be numbering on each and every page of tender documents and list of enclosures should also be mentioned at first page of tender where details for tender is written along with the number of pages of enclosures to avoid any un-happening /confusion etc.

3.29.8 If quoted material/goods or model is discontinued by the firm/manufacturing after quoting the item, the firm will inform ICMR-RMRC, Gorakhpur and after getting acceptance from ICMR-RMRC, Gorakhpur, the firm will have to supply the equivalent or higher version of the same make at the same price, other terms and conditions of the tender will remain un-changed.

## SPECIAL TERMS & CONDITIONS FOR INDIGENOUS OFFERS

- 4.1 Prices:- Prices in the Price Bid should be quoted either Ex-works or on Free Delivery at ICMR-RMRC, Gorakhpur basis. If it is Ex-works then the packing and forwarding charges, Insurance (from ware house to warehouse with all risks covered on 110% of the value) charges, Freight charges by road (any reputed transporter) / Courier (any reputed courier) on door delivery basis must be clearly mentioned. Quotations without these details will be summarily rejected.
- 4.2 Taxes:- In the case of indigenous item, the RATE OF SALES TAX /GST/ Value Added Tax /CST/Octroi duty etc. if applicable and intended to be claimed from the purchaser must be specifically mentioned along with price quoted, failing which no such claim will be admitted on any ground and at any stage.
- 4.3 Banker's address:- Our banker is State Bank of India, BRD Medical College Campus, Gorakhpur, Uttar Pradesh- 273013. All cheques / demand drafts will be crossed account payee only.
- 4.4 Registration Numbers:- The following certified copies should be attached with the technical bid.
  - 4.4.1 Sales tax / Value Added Tax/GST Registration Number
  - 4.4.2 Service tax registration number
  - 4.4.3 Current Income tax clearance and PAN
- 4.5 Service support:- The post installation warranty support is required to be provided by your Gorakhpur/Lucknow/Delhi service center. Hence mention the contact address, with name of contact person and telephone numbers.
- 4.6 Payment terms:- 30% payment will be released after delivery of the materials at ICMR-RMRC, Gorakhpur and rest of the 60% payment will be released after successful installation of the goods/completion of work at ICMR-RMRC, Gorakhpur. After satisfactory completion of whole work remaining 10% of payment will be released but only after the submission of GST challan.

## SPECIAL TERMS & CONDITIONS FOR IMPORTED OFFERS

- 5.1 **Cost:** - Ex-Works Price to be clearly indicated in the Price Bid. The Indian agents commission if any will be subtracted from the Ex-works Price in the Purchase Order. Only FOB Charges up to the nearest gateway International airport to be indicated in the Price bid.
- 5.2 **Export License:-** If the required equipment are subject to Vendor procuring an export license from the designated government agency / Country from where the goods are shipped / sold , the vendor has to mention the name, address of the Government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.
- 5.3 **Customs duty:** - ICMR-RMRC, Gorakhpur shall not provide the custom duty exemption certificate (CDEC).
- 5.4 Banking charges outside India for opening of LC shall be borne by bidder.
- 5.5 Custom clearing activities will be done by vendor at nearest Airport.
- 5.6 **INDIAN AGENT'S COMMISSION**, if any: If you have any Agents in India, please show specifically whether the amount of commission payable to them is included in the Ex-works Price. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. The role played by the Indian Agents in rendering assistance to ICMR-RMRC, Gorakhpur must also be specified and copy of authorization letter enclosed in technical bid.
- 5.7 **COUNTRY OF ORIGIN:** Please specify PLACE / Country of Origin and the Place / country from which goods will be finally shipped. These particulars are very important for establishment of L/C, arranging insurance etc.
- 5.8 **Inspection:-** The Indian agent / Indian branch Office will be intimated immediately after the receipt of the consignment at ICMR-RMRC, Gorakhpur Stores. The consignment will be jointly inspected by the Stores personnel, Technical Personnel of ICMR-RMRC, Gorakhpur and the representative of Indian agent within 24 hours after receipt. The consignment will be compared with the work order and packing list. Any excess supply, shortage, wrong supply and any damage will be noted immediately and intimated to the vendor. Damaged and unaccepted supply for work will be returned to you at your risk and cost. The vendor should make good the shortage and replace the damaged / wrong shipment at no cost to ICMR-RMRC, Gorakhpur.
- 5.9 **Installation and commissioning:-** After opening of L/C The successful vendor shall supply, undertake all site works, install, commission, demonstrate satisfactory performance and hand over the materials with all respect within 12 weeks or mentioned period in purchase order otherwise penalty should be imposed accordingly. Time shall be the essence of contract.
- 5.10 **Service:** - The Indian agent / Indian branch office of the foreign principal should support the goods fully during the warranty. If ICMR-RMRC, Gorakhpur requires AMC during the post warranty period the Indian agent / Indian branch office must fully offer full support.
- 5.11 **Merger and Acquisition:-** Any merger and acquisition of the Foreign principal by other companies / firms must be intimated to ICMR-RMRC, Gorakhpur immediately.
- 5.12 **Change of Indian Agent:-** If there is any change of Indian agent during the warranty period / post warranty period the foreign principal must intimate ICMR-RMRC, Gorakhpur immediately with the new company's name and address.
- 5.13 **Insurance:-** If the contract requires the foreign principal to insure the goods, the vendor unless otherwise agreed on the face hereof, insure the goods.
- 5.13.1 For a value equal to one hundred and ten percent (110%) of the FOB amount of the contract on warehouse to warehouse basis.
- 5.13.2 On the basis of All Risks (Institute Cargo clauses) or on equivalent terms.
- 5.13.3 With underwriter (s) or insurance company(ies) of good repute.
- 5.13.4 Any additional insurance coverage shall be arranged by vendor upon the special request and on the account of ICMR-RMRC, Gorakhpur.
- 5.14 **Import Payment:-** Letter of Credit (L/C)/ Wire Transfer will be established for 100%. Payment will be released in two parts:
- 5.14.1 80% payment after presentation of original documents after dispatch of the item ordered and furnishing 10% Performance Security in form of Fixed Deposit Receipt, Bank Draft/Banker cheque or Performance Bank Guarantee of any commercial bank in India by Foreign Principal /

Indian Agent valid till the expiry of the comprehensive warranty period and additional three months thereafter and all other promises committed by the tenderer in their tender and/ or during the negotiation/discussion.

- 5.14.2 20% payment after satisfactory supply, installation, commissioning and demonstration of the item ordered and submission of Performance Security.
- 5.14.3 If the Letter of Credit is required to be extended / reinstated for reasons not attributable to ICMR-RMRC, Gorakhpur the Bank Charges thereof shall be charged to the beneficiary's account.
- 5.14.4 Documents: - The following documents are required by us at the time of negotiation of documents for Letter of Credit within 48 hours of shipment.
  - 5.14.4.1 Commercial invoice – 3 copies (original)
  - 5.14.4.2 Packing list – 2 copies
  - 5.14.4.3 Country of Origin – 1 copy
  - 5.14.4.4 Master Airway Bill/ Bill of lading – 2 copies
  - 5.14.4.5 Warranty certificate – 2 copies

**Annexure –A (to be kept in Technical BID Envelope)**

**TECHNICAL SPECIFICATIONS**

<b>S.No.</b>	<b>Name of Equipment</b>	<b>Qty</b>	<b>Technical Specifications</b>
1.	Gandhi Ji (Sculpture)	1	<p><b>Dimension</b> Height 3ft (Base) + 5 ft. height of the Sculpture + Depth would be 6-8 Ft + Width would be approx. 8-10ft</p> <p><b>Material</b> FRP, Gelcoat, Raising, Stone, Marble &amp; granite</p> <p><b>Remarks / Weight</b> 200- 300 KG Approx. Rate inclusive of Manufacturing, Transportation &amp; Installation. Along with a guarantee for 10 years from the day of installation of the Sculpture. Waterproof Structure with RGB lighting at the bottom (at least 4 in No)</p>
2.	Mosaic Reception Wall	1	<p><b>Dimension</b> Width 25 (left to Right) + Height 35 ft. (Approx.)</p> <p><b>Material</b> Glass Mosaic CAD Mural with Adhesive &amp; Grout</p> <p><b>Remarks / Weight</b> Providing &amp; Fixing of Glass Mosaic Tiles on finished plain wall surface 20 x 20mm in all colors, design Fixing in customizing design as per direction of engineer in-charge. The glass mosaic tiles to be fixed on the surface with the help of approved adhesive (make weber) applied at the rate of 2.5 kg per Sq.M and grouting for the same, the rate is inclusive of all operation material and required pattern approved by engineer in-charge</p>



**Annexure B (to be kept in Technical BID Envelope)**

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

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

**Signature & seal of bidder**

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

**Annexure C (Part of price bid)**  
**(to be kept in Financial BID Envelope)**

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

<i>Brief Description of Goods, Make, Model, &amp; Country of Origin</i>	<i>Quantity (Nos.)</i>	<i>Basic Price</i>	<i>Total Price inclusive of all taxes, duties, freight</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>

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

\_\_\_\_\_

**Note: -**

1. If there is a discrepancy between the unit price and total price, unit price shall prevail.
2. The charges for Annual CMC/AMC after warranty shall be quoted separately.
3. Above quoted price will be inclusive of 3 years comprehensive warranty and 2 years non comprehensive warranty

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

Name\_\_\_\_\_

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

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

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

**Annexure D (to be kept in Technical BID Envelope)**

**After Sales Service Support Details**

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

**Signature & seal of bidder**

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

**Annexure E (to be kept in Technical BID Envelope)**

**WARRANTY CERTIFICATE**

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

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

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

**Signature & seal of bidder**

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

**Annexure F (to be kept in Technical BID Envelope)**

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

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

**Signature & seal of bidder**

**Annexure G (to be kept in Technical BID Envelope)**

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

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

**Signature & Seal of Bidder**

**Annexure- H (to be kept in Technical BID Envelope)**

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

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

**The Director,  
ICMR-Regional Medical Research Centre  
BRD Medical College Campus  
Gorakhpur, Uttar Pradesh- 273013**

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

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

Whereas you have entered in to a contract reference No. .... P.O. No.  
..... Dated.....With (Name of Firm)  
..... for the supply of  
..... which is hereinafter referred to as “the said contract” and whereas  
(Name of Firm) ..... has undertaken to produce Bank  
Guarantee for the 10% of the contract price amounting to Rs. .... (Rupees  
..... ) to secure its obligations **ICMR-Regional Medical  
Research Centre, Gorakhpur** for the warranty of the equipment supplied.

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

We shall not be discharged or released from the aforesaid undertaking and guarantee by any  
arrangements, variations made between you and (Name of Firm)  
..... indulgence to (Name of Firm)

..... by you with or without our consent and knowledge or by alterations in the obligations of (Name of Firm)  
..... by any forbearance whether as to payment time performance or otherwise.

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

This guarantee shall remain valid until .....

Notwithstanding anything contained herein.

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

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

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

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

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

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

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

**(Signature of authorized Officer of the Bank)**

Witness (Name, Address & Signature)

1.

2.



**Annexure I (to be kept in Technical BID Envelope)**

**Undertaking**

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

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

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