



आई सी एम आर – राष्ट्रीय पर्यावरणीय स्वास्थ्य
अनुसंधान संस्थान
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार
कल्याण मंत्रालय, भारत सरकार

ICMR - National Institute for Research in
Environmental Health
Department of Health Research, Ministry of Health
and Family Welfare, Government of India

निविदा आमंत्रण सूचना/NOTICE INVITING TENDER

E-TENDER No. NIREH/BPL/PUR/2020-21/PMGM/3

1. The **Director, ICMR-National Institute for Research in Environmental Health (NIREH)**, Bhopal invites online sealed tender in two bid system (Technical and Financial) for supply and installation of **“Portable Multi-Gas monitor for CS₂, H₂S, HCl, Cl₂, SO₂ and SO₃”** on turnkey basis from eligible Indian/Foreign Original Equipment Manufactures (OEM), firms/companies or their authorised dealers/Indian Subsidiaries/Distributors, Direct Importers having a place of business in India online through CPP Portal website (<https://eprocure.gov.in>) as per specification mentioned at **Annexure-X**. The Tender form will be issued from **08.01.2021 at 06:00 PM to 25.01.2021 up to 06:00 PM**. Last date of submission of Tender is up to **25.01.2021, 06:00 PM**. Technical bids will be opened on **27.01.2021 at 11:00 AM** in the conference hall of the Institute.

2. The tender form may be downloaded from Institutes website i.e. <https://nireh.icmr.org.in> or <https://eprocure.gov.in> or ICMR website <https://www.icmr.nic.in>. Since this is an e-tender, no tender fee is applicable so as obtained more competitive bids.

3. The bidders are expected to examine all instructions, form, terms & conditions and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per requirement of the bid document. The bid should be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding document in every respect will be at the bidder's risk and may result in rejection of the bid.

4. The bidder shall bear all cost associated with the preparation and submission of its bid and ICMR-NIREH will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

[**Note: All subsequent corrigendum / amendment, if any, shall be published only on <https://nireh.icmr.org.in> or <http://eprocure.gov.in>.]**

निदेशक/Director
आई.सी.एम.आर.-निरेह/ICMR-NIREH
भोपाल/Bhopal

ई-निविदा दस्तावेज़/E-TENDER DOCUMENT

FOR

Supply and Installation of “Portable Multi-Gas monitor for CS₂, H₂S, HCl, Cl₂, SO₂ and SO₃”

AT

आई. सी. एम. आर. - राष्ट्रीय पर्यावरणीय स्वास्थ्य अनुसंधान संस्थान भोपाल
ICMR- NATIONAL INSTITUTE FOR RESEARCH IN ENVIRONMENTAL HEALTH
भारतीय आयुर्विज्ञान अनुसंधान परिषद
INDIAN COUNCIL OF MEDICAL RESEARCH
भोपाल बायपास रोड, भौरी, भोपाल
Bhopal Bypass Road, Bhauri, Bhopal

CRITICAL DATES

Start date & Time of Issue of E-tender document	08.01.2021 from 06:00 PM
Closing Date and time of Issue of E-tender document	25.01.2021 upto 06:00 PM
Date and Time of Pre-bid meeting	15.01.2021 at 11:00 AM
Venue of Pre-bid meeting	Conference Room, ICMR-NIREH, Bhopal Bypass Road, Bhauri, Bhopal-462030
EMD Amount	To be submitted off line Separately to Director, ICMR-NIREH, Bhopal Bypass Road, Bhauri, Bhopal-462030. DD/ BG (₹ 30,000/-) to be made in favour of NIREH Bhopal, payable at Bhopal. Hard copy of the same (DD/ BG) to be scanned and submitted online failing which bid shall be rejected.
Start Date & time of Submission of online Bids	10.01.2021 at 09:00 AM
Closing Date & time of Submission of online Bids	25.01.2021 upto 06:00 PM
Place, Date & time of Opening of Technical Bids only	27.01.2021 at 11:00 AM Conference Room, ICMR-NIREH, Bhopal Bypass Road, Bhauri, Bhopal-462030
Date & time of opening of price bids	Will be intimated separately

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ABOUT THE INSTITUTE



ICMR-National Institute for Research in Environmental Health (NIREH), Bhopal, is one of the permanent institutes of the Indian Council of Medical Research (ICMR), a Government of India's apex autonomous organization under Department of Health Research, for bio-medical research in the country. The ICMR set up its 31st permanent Research Centre, NIREH at Bhopal on 11th October 2010 to focus on the issues of environmental health research aimed at becoming a Centre of excellence in capacity building for research and health interventions to meet challenges in environmental disasters in the country.

E-TENDER No. NIREH/BPL/PUR/2020-21/PMGM/3

1. ICMR-National Institute for Research in Environmental Health [ICMR-NIREH] invites online bids for supply & installation of “**Portable Multi-Gas monitor for CS₂, H₂S, HCl, Cl₂, SO₂ and SO₃**” at ICMR-NIREH, Bhopal. Bidders are requested to submit bids online through www.eprocure.gov.in both **Technical** and **Financial** separately.
2. Complete Tender Document may be obtained from Institute’s website <https://nireh.icmr.org.in> or www.eprocure.gov.in.
3. Bidders are requested to submit bids online duly completed in all respect along with Earnest Money Deposit as mentioned above. EMD amount is required to be submitted offline in the form of Demand Draft/ Bank Guarantee in favour of NIREH, Bhopal, drawn on any scheduled bank payable at Bhopal and send the same to the undersigned duly superscripted “***Bids for Tender No NIREH/BPL/PUR/2020-21/PMGM/3***” ***before 06:00 PM on 25.01.2021. However, submission of scanned copy of original EMD amount (Demand Draft/ Bank Guarantee)/valid EMD exemption certificate online (www.eprocure.gov.in) along with technical bids is mandatory; failing which bids shall be summarily rejected.***
4. The Demand Draft/ Bank Guarantee in original or relevant valid exemption certificate (EMD) received after this deadline shall not be entertained under any circumstances whatsoever. In case of any postal delay, the Institute will not be held responsible.
5. Technical Bids will be opened as per schedule give in critical dates in the presence of bidder or their authorized representatives. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day. However, Director ICMR-NIREH reserves the right to change the tender opening date & time. Only one authorized representative from the firms shall be allowed to participate in the opening of technical bids/price bid.
6. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Director, ICMR-NIREH through the website [https://nireh.icmr.org.in./](https://nireh.icmr.org.in/) www.eprocure.gov.in.
7. ICMR-NIREH, Bhopal reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, ICMR-NIREH, Bhopal in this regard shall be final.

निदेशक/Director
आई.सी.एम.आर.-निरेह/ICMR-NIREH

(On the letter head of Tenderer)

Application Form (to be signed by the authorized signatory, copy to be uploaded on CPP Portal)

**The Director
ICMR-NIREH
Bhopal Bypass Road,
Bhauri,
Bhopal – 462030, Madhya Pradesh**

Subject: Offer of Supply, installation and testing of the tendered equipment/instrumentand training thereof on turnkey basis (name of equipment),

TENDER No. NIREH/BPL/PUR/2020-21/PMGM/3

Dear Sir,

1. I/We for and behalf of M/s..... beg to offer the Technical and as well as Commercial Bid for participation in the tender No. NIREH/BPL/PUR/2020-21/PMGM/3 for supplying, installation and testing of
..... (Name of Equipment/instrument) hereby submit our bid for the same.

2. It is certified that the offered item is technically sound and satisfies the prescribed specifications of the item. **The literature containing designing of system with other details to satisfy the requirement of the item are attached herewith** for perusal and ready reference for the purpose of evaluation.

3. It is certified that I/we have read all terms and conditions of the tender documents mentioned on each page before submitting the same and all the terms and conditions (General and Special, financial) are acceptable to us and unconditionally agreed to abide by all the said terms and conditions.

4. It is certified that we agree to keep the offer valid **up to 30.06.2021**.

5. I/WE are enclosing herewith the Demand Draft/ Bank Guarantee No dated..... for **Rs...../-** and Demand Draft/ Bank Guarantee No..... dated..... for **Rs...../-** drawn in favour of **NIREH, Bhopal (payable at Bhopal)** towards **Tender Fee and EMD / Bid Security** respectively.

(TENDERS NOT ACCOMPANIED WITH EMD/ BID SECURITY ALONG WITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED).

6. It is certified that the Technical bid (**along with checklist, page numbers and related documents**) and Commercial/Financial bids have been completed and signed and uploaded separately and submitted with offer for consideration, evaluation and competition.

7. It is certified that the equipment (s) will be under warranty period of 05 years (three years comprehensive and two years non-comprehensive) from the date of successful installation of the equipment at ICMR-NIREH, Bhopal.

8. I/We hereby agree to abide by all the terms and conditions, stipulated by the ICMR-NIREH, Bhopal in connection with delivery, warranty, penalty etc.
9. I/We have noted that overwritten entries shall be duly cut & rewritten and initialed.
10. Tenders are duly signed and stamped. (No thumb impression should be affixed).
11. Proprietary Article Certificate (if applicable) and authorization certificate issued by the OEM in original are enclosed.
12. I/we hereby undertake that the OEM and bidder are not blacklisted by any Central/State/PSU/Govt. agency or no case of any nature i.e. CBI/FEMA/Civil//Income Tax/GST/Sales Tax/VAT is contemplated or pending against OEM and bidder.
13. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen) days from the date of issue of the letter of acceptance/purchase order in term of accepted term and conditions, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Yours faithfully,

Encl: As above

Date: (Signature of Bidder/Authorized representative with full name and address)

Place:

**List of documents to be submitted by the bidder
To be furnished by the Bidder**

A. To be filled completely (along with page nos.) by the bidder. All the documents are to be signed by the authorized signatory, and scanned copy of the same to be uploaded along with the technical bids.

S. No.	Terms and Conditions as per Bidding Document	Attached (Yes / No)	Page No.	Remarks												
1.	<p>Status of Bidder: Name of Manufacturer & Registration Number (Enclose Certificate)</p> <ul style="list-style-type: none"> • Original Equipment Manufacturer or Authorized Agent of the Original Equipment Manufacturer • Whether Public Undertaking, Ltd., Private Ltd. Company or Proprietary/Startups/MSME Firm • Name of the proprietor/partners/Directors/ Authorised attorneys with full address, telephone no. and email IDs) 															
2	Power of Attorney as per Annexure - VII in favour of person to sign, submit and negotiate the bid.															
3	Certificate towards market standing of minimum 05 (Five) years in the area of supply and maintenance of bio-medical/scientific/lab equipment.															
4	Certificate for sole ownership / partnership/ Certificate of Incorporation/registration/trade license															
5	<p>Statements of turnover per year for last three successive financial years duly certified by the Chartered Accountants (Pease attach separate sheet)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Financial Year</th> <th style="text-align: left;">Turn Over Amount in Lakhs</th> <th style="text-align: left;">Remarks</th> </tr> </thead> <tbody> <tr> <td>(2017-18</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2018-19</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2019-20</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Financial Year	Turn Over Amount in Lakhs	Remarks	(2017-18	2018-19	2019-20			
Financial Year	Turn Over Amount in Lakhs	Remarks														
(2017-18														
2018-19														
2019-20														
6	User List (List of Govt. / Semi Govt., Reputed Institute) where quoted model of the items has been supplied and installed.															
7	Supply order copy (Minimum three nos. or more) issued by Central/State Govt./Semi Govt. Department/Intuitions/PSU for the quoted/identical items. (preferably same model)															
8	Performance certificate of the same supplied equipment (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation															
9	Prerequisite (if any) for installation of the quoted equipment, to be provided by the Institute.															
10	Whether rates quoted are inclusive of all taxes upto ICMR-NIREH , Bhopal or not.															
11	Whether rates are quoted as per format mentioned in the Commercial/price Bidding Document (BoQ.xls) or not															
12	Certificate & Declaration (on Rs. 50 stamp paper) to the effect that the bidder is not blacklisted by any Central/State/PSU/Govt. agency or no case of any nature i.e. CBI/FEMA/Civil//Income Tax/GST/Sales Tax/VAT is contemplated or pending against OEM and bidder.															

	(Annexure – XV)			
13	Affidavit (on Rs. 50 stamp paper), to the effect that the bidder is not supplying the quoted item(s) in India to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender.			
14	Undertaking that quoted Rates are firm through the contract (on bidder letterhead)			
15	Original EMD/bid security amount in the form of DD/ Bank Guarantee submitted to ICMR-NIREH or not. Also valid EMD exemption certificate duly signed should be uploaded with technical bids. If yes, please mention the details.			
16	Whether tendered offer for an item is other than Original Equipment manufacturer, if yes, the offer must be accompanied by the letter of commitment of the Original Equipment manufacturer and MOU executed between them on stamp paper (Rs. 50 stamp paper) that would be supply goods to the concerned trader/supplier in case trade secured supplier secured order.			
17	Original Technical Catalogue of the quoted model			
18	Acceptance of all terms / conditions towards after sales / services as mentioned in the bidding document			
19	Compliance Statement (point wise) with relation to the technical specification as per Annexure – XI as mentioned in the bidding document duly supported by the original catalogue (Annexure-IX).			
20	Compliance Statement with relation to the terms & conditions as mentioned in the document (Annexure – II)			
21	Deviation Statement if any tender specifications, terms and conditions are deviated by the bidder in Annexure XII			
22	PAN and copies of Income Tax Returns for the last three years (2017-18, 2018-19, 2019-20).			
23	Duly attested copy of Sales Tax/GST registration certificate.			
24	Valid ISO Certification and other certification CE/ISO/USEPA/CPCB or similar agency. If any other certification ISO equivalent, please also enclose copy of the same.			
25	Certificate, to the effect that bidder will maintain the quoted item(s) during the Comprehensive Warranty period of 3 (three) years including all spares, accessories, consumables etc. for CMC/AMC followed by non-comprehensive warranty for a further period of 2 (two) years. (Please mention the name of the item / items with price, which will not be supplied by the bidder free of cost with frequency of replacement during AMC period in price bid)			
26	Certificate, to the effect that bidder has quoted the reasonable rates for Annual Maintenance Contract on per year basis for a further period of 5 (five) years after expiry of warranty period of 5 (five) years in the price bid separately. (Please mention the name of the item / items with price, which are not supplied by the bidder free of cost with frequency of replacement during Annual Maintenance Contract period in the price bid)			
27	Firm agreed to provide spare parts to maintain equipment for 10 years after the date of successful installation of equipment during the period of CMC/AMC.			

28	Submission of Integrity Agreement (Annexure XIVA, B and C)			
29	Certificate Regarding Near Relatives (on the letter head of the firm) as per Annexure-XIII			

Encl: As above

Date: (Signature of Bidder/Authorized representative with full name and address)
Place:

Note: Submission of all the above documents online is mandatory. Non submission of any of the above documents/information, the bids shall be summarily rejected.

To be filled by the bidder (financial bids online as per BoQ.xls) separately .

S.No.	Terms and Conditions as per Bidding Document	Attached (Yes / No)	Page No.	Remarks
1.	Item wise price for the item(s) as mentioned in the Bidding Document and as per <i>BoQ.xls</i>			
2	Rate for Annual Maintenance Contract as per terms & conditions mentioned in the Bidding Document and as per format attached as <i>BoQ.xls</i>			

Note:

It is certified that prices given are firm and all duties and taxes as shown separately and are upto ICMR-NIREH Bhopal.

Delivery and installation within 08 weeks.

The above prices are inclusive of 3 years comprehensive and 02 years non comprehensive warranty services for the equipment for all above items.

AMC prices have been shown separately.

Schedule of price bid in the form of BOQ. The financial/commercial bid format is provided as BOQ alongwith this e-tender document at <http://eprocure.gov.in>. Bidders are advised to download this BOQ as it is and quote their offer/rates in the permitted column and upload the same in the commercial bi. Bidder shall not tamper/modify the format of downloaded price bid template in any manner. In case if, it is found to be tampered/modified in any manner, tender will be completely rejected and EM would be forfeited.

Note: If the above-mentioned details are not mentioned and required documents are not attached at appropriate places, the offer of the bidder(s) shall be summarily rejected. Hence, bidder(s) are advised to go through the bidding document carefully and be prepared with all the required documents to avoid rejection of offer.

Encl: As above

Date: (Signature of Bidder/Authorized representative with full name and address)

Place:

ELIGIBILITY CRITERIA

1. The bidder should be Original Equipment Manufacturer or Authorized Agent of the Original Equipment, if OEM is a foreign bidder, then firm should have a place of business in any of the States of India and should be in the business of the supply and installation of same/ similar equipment for the **last five calendar years**. *(please attach valid certified copy of proof)*.

2. (a) The **manufacturer** should have completed **at least three nos. installations** of the quoted items in Central/State Govt. Institutions /PSUs/Hospitals in India **in last three years from the last date of submission of tender**. The installations mentioned by the manufacturer in their offer must be functional and performance certificate after six months of installation for the same issued by the user concerned also be attached with the offer. *(Please enclose a certified copy)*

(b) The bids quoted as the **authorized representative** of the manufacturer meeting the above criteria 2(a) should have also supplied and installed **at least one installation** of the quoted items in Central/State Govt. Institutions /PSUs/Hospitals in India **in last three years from the last date of submission of tender**. The installations mentioned by the authorized representative in their offer must be functional and performance certificate after six months of installation for the same issued by the user concerned also be attached with the offer. *(Please enclose a certified copy)*

(c) Domestic bidder/the Bidder having manufacturing facility on their name in India(Make in India) for the quoted equipment of the items offered by them shall be given preference as per extant rules as per Ministry of Commerce & Industry, GoI Notification No. P-45021/2/2017/B.E.II.dated 15.06.2017. *(Please enclose a valid certified copy)*

3. The firm OEM/bidder should not be blacklisted/debarred by any Govt. agency or no case of any nature i.e. CBI/FEMA/Civil//Income Tax/GST/Sales Tax/VAT is contemplated or pending against OEM and bidder.

4. The firm should be registered with service tax department/ GST*(Please enclose a certified copy)*

5. The Bidder (manufacturer or their authorized agent) should have excellent resourcefulness/financial status (**average annual turnover of at least Rs One Crore**) during the **last three years (2017-18, 18-19, 19-20)**.

6. The bidder should have the capability to attend repairs of the equipments within the time mentioned in this bidding document and is willing to provide stand by equipment or replace the faulty equipment if the repair/down time extends beyond 24 hours from the time of reporting of the fault within the next 48 hours (total down time should not exceed 03 days in one instance). Bidder should have the capability to ensure the uptime mentioned in this document (Documentary proof shall be submitted on the after sales facilities and expertise of the bidder.)

Note:

- Firm/company who has withdrawn after participating in any of the previous tenders of ICMR-NIREH, Bhopal are not eligible to participate in this tender.
- Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

- The Institute reserves the right to ask for a free demonstration of the quoted equipment at a predetermined place acceptable to the purchaser of technical acceptability as per the tender specification, before the opening of the price tender.

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. PREAMBLE:-

i) Eligibility of Bidders:- This invitation of Bids is open to reputed Indian/foreign manufactures or their authorized dealers/ sole selling agents/ Stockiest authorized by the manufacturer to quote on their behalf for this tender/DGS&D approved registered firms. Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender document may result in rejection of its tender.

ii) in Case of foreign quote, the address & contact details of OEM/Principal's/Manufacture's, and their banker's details should be enclosed.

iii) If the bid is submitted by authorized dealer/distributor for branded makes, an authorization letter (**Annexure V**) from principals clearly indicating that the vendor is authorized to sell and provide services for the items mentioned in the scope of supply given in tender documents shall be produced.

iv) Authorized dealer can submit bid on behalf of only one principal/OEM in the same tender for the same item/product.

v) Either the authorized dealer on behalf of the principal/OEM or principal/OEM itself can bid but both cannot bid simultaneously for the item /products in the same tender. In case, bid have been submitted by the OEM and the authorized bidder, bids submitted by the authorized dealer will not be considered.

vi) Language of Tender:-The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

vii) Eligible Goods and Services:- All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

viii) Tendering Expenses:- The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender 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 tendering process.

ix) Amendments to Tender Documents:- At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.

Such an amendment will be notified on the website of ICMR-NIREH, Bhopal i.e. <https://nireh.icmr.org.in>, and www.eprocure.gov.in. However, the same will be notified to the bidder if already submitted bid in writing by registered/ speed post or by fax/ e-mail, followed by copy of the same by registered post.

x) Clarification of tender Documents:- In case, requiring any clarification or elucidation on any issue of the tender documents may take up the same with the purchaser on any working day (Monday to Friday except Saturday/Sunday/holiday) as per schedule given in critical dates.

xi) Near Relatives of all working in ICMR-NIREH or any other Institute/Center either directly recruited/on contractual/project or working on deputation are prohibited from participating in the tender. The near relatives of this purpose are defined as

(a) Member of HUF (b) They are husband or wife (c) The one is related to other in the manner as father, mother, son, son's wife (daughter in law), daughter, daughter's husband (son-in-law), brother & brother-in-law, sister & sister-in-law.

xii) Completely filled up Integrity Pact placed at **Annexure –XIV B&C** is to be enclosed. The submission of bid in response to this NIT shall be deemed to be in compliance with all terms and conditions of the tender including integrity agreement by the bidder.

2. Submission of Bids.

(a) Bid must be submitted only through e-tendering mode on www.eprocure.gov.in.

(b) Manual bids shall not be accepted in any case.

(c) Technical and financial bids should be submitted separately.

(c) Bid submission through any other mode will not be accepted. **EXCEPT** in case of foreign bidders without having Indian agents can submit sealed offers to **Director, ICMR-NIREH, Bhopal Bypass Road, Bhauri, Bhopal-462030** without EMD by duly enclosing an undertaking to this effect on or before the date & time of submission of tender.

(d) Submission of the original catalogue of the quoted equipment and offline EMD amount in the form of Demand Draft/ Bank Guarantee to **Director, ICMR-NIREH, Bhopal Bypass Road, Bhauri, Bhopal-462030** except for price bid before due date and time as mentioned the critical dates is mandatory failing which the bids shall be rejected. In case of any discrepancy, the online submitted details will be considered.

(e) Bidder should submit details of physical/actual EMD on or before the closing time and date of closing date of online tender and upload the copies of thereof on the website. ICMR-NIREH will not be responsible for any postal delay or delivery at wrong address. The tenders of bidders whose physical EMD or valid EMD exemption certificate and is not received before the last date of submission of bids, are liable to be rejected as per the decision of the institute.

3. Tendering System:- The tenders/Bids are to be submitted in two Parts i.e. **Part - I & Part II.**

Part-I: Techno-commercial bid (Online).

Part-II: Price bid (online as per BoQ.xls)

Detailed procedure for submission of online bids/offers is given in Annexure –XVII

I. Techno-commercial bid

- (a) Provide complete information in **Annexure-II**. This part of the tender shall contain company profile and commercial terms & conditions of contract for the supplies to be made and services to be rendered.
- (b) No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your bid document properly and should be serially numbered.
- (c) Submission of compliance sheet as per **Annexure-II** is essential part of Techno-commercial Bid. If there is any deviation in specifications of material/items, record with complete details. Attach separate sheets wherever required. The Institute reserves the right to decide on such deviation/s.
- (d) **The technical bids should not contain any price information.** The tenderer shall take special care **NOT TO MIX UP** the price of the stores in this part of the tender.

In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the bidders for supplying and installing a trouble free equipment meeting the quality standards and technical specification and the ability of the bidders for providing efficient after sales service to the satisfaction of the Tender Inviting Authority and the user institution.

II. Price Bid

- (a) The price bid shall contain only the 'Price Bid Form' duly filled in the prescribed Performa rates as per BoQ. The price should be FOR Destination/FOB Inter-national Airport (in case of foreign manufacturer) and upto ICMR-NIREH Bhopal and be quoted indicating the turnkey basic price, discount on basic price, inclusive of taxes/custom/handling charges, agency commission upto NIREH, Bhopal.
- (b) The financial/commercial/price bid format is provided in the form of BOQ along with this e-tender document at <https://eprocure.gov.in>. Bidders are advised to download this BOQ 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 the format of downloaded price bid template in any manner. In case if, it is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- (c) In case of any discrepancy in the rates indicated in the Price bid either in figures or words, the rates in words will be considered for evaluation.
- (d) Format of price bid is enclosed with document and annexed as **Annexure-IV**.
- (e) **Tender currencies: - The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees. If already imported necessary documents of import are required to be submitted along with price bid. If the good which are required to be imported, price should be quoted in foreign currency, the same will be converted into Indian currency at the exchange rate of RBI on the date of opening of Tender.**

4. There is no document fee is applicable being e-tender.

5. Earnest Money Deposit (EMD):

- a) **Earnest Money of ₹ 30,000/-** (Rs. Thirty thousand only) is required to be submitted offline along with tender by Demand Draft/ Bank Guarantee (DD)/ Bank guarantee from any scheduled Indian Bank along with the tender favouring NIREH, Bhopal (payable at Bhopal). However, a scanned copy of the Demand Draft/ Bank Guarantee is to be uploaded on CPP portal along with technical bids. No interest is payable on EMD / Bid security.
- b) EMD of the unsuccessful bidder will be returned to them at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract without any interest.

- c) EMD must be submitted in separate sealed envelope and endorsement of the same with DD/Bank Guarantee number, date and its validity period be made with technical bids
- d) **Non-submission of sufficient EMD** along with the Technical Bid shall be one of the primary reasons for rejection of the offer in the first round.
- e) Cheque, Cash payment, Money Order, Fixed deposit etc will not be accepted as EMD.
- f) The successful Bidder's EMD will be discharged upon the Bidders signing the contract and furnishing the performance security. The EMD of the successful Bidder can be adjusted towards the security deposit payable.
- g). Bidder(s) who have been registered with DGS&D, NSIC, Micro & Small Enterprises (MSE) as defined by department of Micro, Small and Medium Enterprises (MSME) and Startups may be exempted from submission of EMD amount subject to submission of valid registration certificate issued by the concerned competent authority in the relevant category.

6. For **Imported Goods**, Indian Agency Commission must be declared in financial bid.

7. The Bidder's shall have to submit the following documents in Technical bid as mentioned the check list:-

- a) User List (List of Govt. / Semi Govt., Reputed Pvt. Institutes) where quoted model of the item has been supplied and installed.
- b) Supply Order (Minimum three nos. or more issued by Govt./Semi Govt./Reputed Pvt. Institutes/organization for the quoted items (same model or similar equipment).
- c) Performance certificate of the same supplied machine (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.
- d) If any new System/ Latest model machine is launched in the market and seller has not installed such quoted models they should submit an undertaking that he has not installed such models previously. They may submit supply order / performance certificate of previous model, which was recently installed by them.
- e) Prerequisite (if any) for installation of the Machine, to be provided by the Institute.
- f) If the manufacturing company and/or its Indian agent (for Foreign manufactured) has authorized some agency for participation in this tender for a limited period, than in that case they (Manufactured/ Indian agent) shall have to submit an undertaking duly **notarized by Public notary** that if their tender is selected they shall be solely responsible for compliance of all the terms and conditions mentioned in the bilateral agreement for purchase and subsequent supply order even if their authorized agent is changed. Any tender offer without such certificate duly certified by public notary shall be rejected in technical scrutiny itself.
- g) Bidder must submit a compliance checklist along with the technical bid itself.
(Offer without submission of above mentioned document (i.e. a to e) shall be rejected during technical scrutiny.)
- h) Bidder must submit a Deviation Statement if any Tender specifications, terms and conditions are deviated by the bidder. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviation"

8. **OPENING OF TENDERS.**

a) Part-I (Techno-Commercial) of the tender will be opened at the first stage on the due date and time indicated for opening in the tender notice. Any changes in tender opening date and time will be notified on the institutional website or on CPP portal. While the Part-II (Price) will be opened at the second stage and will be intimated to the technically qualified firms separately.

b) While all the tenderers who submit tenders online on e-tendering website within the due date and time specified for its receipt will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the due date and time indicated in the tender inquiry, the opening of the Part-II (Price) of the tender can be attended to only by such of those tenderers whose tenders are found to be technically suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser by Fax/Telegram, Letter etc.

c) The tenders whose Techno-Commercial Part (Part-I) are found suitable/acceptable to the Purchaser, will be given advance intimation by the Purchaser to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the due date and time for opening Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**

9. Tender Prices:- The Tenderer shall indicate on the Price Schedule provided under **Annexure IV** all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer. While filling up the columns of the Price Schedule, the following aspects should be noted for compliance.

i) For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner: -

a. the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST, VAT, CENVAT, Custom Duty, Excise Duty, GST etc. already paid or payable on the components and raw material used in the manufacture or assembly origin quoted ex-showroom etc;

b. any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;

c. charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.

ii) **Additional information and instruction on duties and Taxes:-** If the Tenderer desires to ask for excise duty, sales tax/ VAT/GST, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

iii) **Excise Duty:-**

i) a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence

of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

c) Subject to sub clauses 14 (iii) (i) (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

iv) Sales Tax/VAT/GST:- If a tenderer asks for sales tax/ VAT/GST, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT/GST, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT/GST, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

v) Octroi Duty and Local Duties & Prices:- Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser shall issue the certificate to the supplier on request from the supplier. However, if a local body still insists upon payment of such local duties and taxes, the same will be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier shall forward the receipt obtained for such payment to the purchaser to enable the purchaser to reimburse the supplier and take other necessary action in the matter.

10. Firm Prices: - Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in clause 14 will apply.

11. Alternative Tender:-

a) Alternative Tenders are not permitted.

b) However, the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

12. Tender validity: - The tenders shall remain valid for acceptance upto **30.06.2021**. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the tenderer may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the

validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by him shall not be forfeited.

In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

13. Late Tender: - A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be summarily rejected.

14. Alteration and Withdrawal of Tender: - The tenderer/bidders, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered. No tender shall be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

15. Scrutiny and Evaluation of Tender:-

i) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders.

ii) The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.

16. Non- responsive tender:-The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:

a) Tender is not accepted unconditionally.

b) Tender validity is shorter than the required period.

c) Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.

d) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorization Form.

e) Tenderer has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.

f) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law.

g) Poor/ unsatisfactory past performance.

h) Tenderer who stands deregistered/banned/blacklisted by any Govt. Authorities.

i) Tenderer is not eligible as per eligibility criteria.

j) Tenderer has not agreed for the delivery terms and delivery schedule.

k) Financial condition of the firm is not good and not able to deliver the goods within the specified period.

17. Minor Infirmary/Irregularity/Non-Conformity: If during the evaluation, the purchaser finds any minor informality and/or irregularity and/or non- conformity in a tender, the purchaser will convey its observation

on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax/telephone etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored and subsequently be rejected.

18. Discrepancies in Prices:

a). If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

b). If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

c). If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 18a and 18b above.

d). If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored and subsequently be rejected.

19. Comparison of Tender: The comparison of the responsive tender shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices with five years of warranty, taxes/custom with CDEC/ Freight charges/loading-unloading, insurance/incidental charges, custom clearance/handling charges upto NIREH, Bhopal, Indian agent commission and essential & local accessories charges (except AMC charges for next 6 to 10 years) will be considered for comparison/ranking purpose for evaluation. However in case of more than one L1, the AMC charges for 6-10 years shall also be included for ranking purpose.

20. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tender:

A. The purchaser's evaluation of a tender will include and take into account the following:

i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Service Tax etc. which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

B. 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 tenders.

21. Tenderer's capability to perform the contract:

i) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, such determination will be made separately for each schedule.

b) The above-mentioned determination will inter-alia take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

22. Contacting the Purchaser:

i) a) From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

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

23. Purchaser's Exclusive Right to accept any tender and to reject any or all tenders

The purchaser reserves all the rights to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

24. Variation of Quantities at the Time of Award/ Currency of Contract:

a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

b) If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract. If the original quantity is one, then purchaser reserves the right to repeat the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract

25. Award criteria and Notification of Award/Letter of Intent (LOI)/Purchase Order (PO)

a) Subject to para 23, the contract will be awarded to the lowest evaluated responsive tenderer decided by the Institute in terms of para 19, comparison of tender. Before expiry of the tender validity period, the Institute will notify the successful Bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for equipment(s), which have been selected by the Institute, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI)/Purchase Order (PO) by the Institute.

b) The successful bidder, upon receipt of the LOI/PO, shall furnish the required performance security and submit an agreement in the prescribed format within 15 days, failing which the EMD will be forfeited and the award will be cancelled.

c) The Notification of Award shall constitute the conclusion of the Contract.

26. Issue of Contract:

- a) Promptly after notification of award, the Purchaser will mail the contract form duly completed and signed, in duplicate, to the successful tenderer by registered / speed post or by Hand.
- b) Within twenty one days from the date of the issue of contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post or by Hand.

27. Non-receipt of Performance Security and Contract by the Purchaser: Failure of the successful tenderer in providing performance security and / or returning contract copy not duly signed shall make the tenderer liable for forfeiture of its EMD.

28. Return of EMD: The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest.

29. Corrupt or Fraudulent Practices:

It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:-

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

30. Bidder might be required to demonstrate the system at the discretion of the institute.

31. Signing of Contract: The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period and during the Annual Maintenance Contract.

32. The Director, ICMR-NIREH reserves the right to accept or reject any or all tenders without assigning reasons.

33. The Director, ICMR-NIREH reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

Director
ICMR-National Institute for Research in Environmental Health
Bhopal

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. Use of contract documents and information

(i) The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

(ii) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.

(iii) Except the contract issued to the supplier, each and every document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

2. Patent Rights

(i) 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 & services to be provided by the supplier under the contract 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. Country of Origin

(i) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

(ii) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

(iii) The country of origin should be specified in the Price Schedule

4. **Assignment.** The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

5. Sub Contracts

(i) The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

(ii) Sub contract shall be only for bought out items and sub-assemblies.

(iii) Sub contracts shall also comply with the provisions of "Country of Origin".

6. **Duty Free Clearance, Transportation, Forwarding & Handling Charges:** Clearance charges at point of Entry / Air Port and on ward transportation charges with Insurance up to ICMR-NIREH, Bhopal will be borne by supplier's Indian Agent for which this Institute will not pay the charges.

7. **Demurrage Taxes & Octroi:** No demurrage charges will be paid by the Institute in case of delay on the part of supplier. However, this Institute will provide all necessary documents required for clearance / transportation of the goods and for exemption of the taxes/octroi for which supplier/Indian agent will have to intimate/furnish his requisition of document required, if any, well in advance. Octroi will be payable by supplier / Indian agent, if required.

8. **Inspection and Testing:** - The purchaser and/or its nominated representative(s), without any extra cost to the purchaser may inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract.

a) The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

b) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector 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 resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

c) In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

d) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

e) The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.

f) Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated.

9. Time Limits prescribed :-

S.No	Activity	Time Limit
a.	Supply and Installation of complete equipment	8 weeks from date of Issuance of Purchase Order
b.	Warranty Period	05 years (03 years comprehensive and two years non-comprehensive from the date of successful installation)
f.	Submission of Performance Security and entering into contract	10% of the value of contract within 15 days from the date of issuance of Letter of Intent
g.	Maximum time to attend any Repair call	Within 24 hours.

10. Supplier will submit undertaking for ensuring uninterrupted supply of spares during the total life span (10 years from the date of installation) of the equipments.

11. Indian agency commission and Installation charge if any will be paid in Indian rupees after successful installation and demonstration of the equipments.

12. Principal's Invoice of the quoted items must be submitted with the quotations.

13. Proof of the official Indian agent certificate of the firm must be attached. (Notary Certified Photocopy)

14. In order to fully and optimally utilize the equipment, training to the users (Para Medical Staffs and Doctors/Scientists) should be provided. All the financial commitments in this regard shall be met by the bidder(s).

15. Bidder(s) have to submit an affidavit to the effect that they have not supplied the offered item(s) to any Govt., semi Govt. / Pvt. Organization, Institution, Nursing Home etc. at the price lower than the price offered to ICMR-NIREH, Bhopal.

16. All the claims regarding meeting the specifications shall be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer. Simply stating that the equipment(s) meets the specifications is not sufficient and any such quotations will be summarily rejected. Computer printed documents or Photostat copy or laser printouts will not be accepted as technical catalogues / brochures.

17. Warranty Period:

a) The "**Complete System**" shall remain under warranty period of **05 years** (03 years comprehensive and two years non-comprehensive from the date of successful installation. The Complete System should include the basic unit and allied supporting components like UPS, Computer System, Printer, De-ionizer, Dehumidifier etc to be supplied by the bidder along with basic unit.

b) During warranty period of 05 years, bidder shall provide at least **four maintenance visits per year** at regular interval for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval, a proportionate deduction in the form of penalty on pro-rata basis will be recovered from the bidder from the Bank Guarantee amount. In case the Bank Guarantee is not adequate, Institute shall have right to recover the losses / penalty from other sources as well.

c) Bidder shall also attend all breakdown calls within 24 hours of the receipt of the information from institute through fax/e-mail/mobile/sms etc failing which Rs. 500/- per day shall be deducted from the from the security deposit/payable amount.

d) In case, the **bidder** is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the warranty period will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.

e) During warranty period, in case of any alleged damage due to accident / human error, a committee under the Principal Investigator with one member from the bidder and one member from the Institute will decide the authenticity of the claim. The decision of the committee shall be final and binding on both the parties.

f) Bidder shall shift the equipment from one place to another place inside the ICMR-Campus, During the warranty period, if it is required due to operational/work exigency without any extra cost on labour/transport/de-installation/installation etc.

18. After Sales Services: -

a) The Complete System should include the basic unit and allied supporting components like UPS, Stabilizer, Computer System, Printer, De-ionizer, Dehumidifier etc to be supplied by the bidder along with basic unit.

b) Bidder shall also attend all breakdown calls within 24 hours of the receipt of the information from institute through fax/e-mail/mobile/sms etc.

19. Performance Security

a) There will be a performance security deposit amounting to 10 % of the total value of the equipment including taxes, which shall be submitted by the successful bidder within 15 days from the date of issuance of “Letter of Intent”.

b) The contract duly signed and returned to the Institute shall be accompanied by a Demand Draft/ Bank Guarantee or Bank Guarantee in the prescribed format.

c) Upon receipt of such contract and the performance security, the Institute shall issue the Supply Orders containing the terms and conditions for the execution of the order.

d) Failure of the successful bidder in providing performance security as mentioned above and / or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.

e) The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below.

f) It shall be in any one of the forms namely Account Payee Demand Draft/ Bank Guarantee or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Institute.

g) Institute will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

20. An undertaking of the principal regarding continuity of after sales and services (AMC) @ the agreement rate even in case of changes of Indian agent during the life span of the equipment must be enclosed in the technical bid. Further, it will be the responsibility of the manufacturer Indian agent to get counter signature on the agreement to be executed with them by the principal.

21. Delivery & installation period: - Delivery and installation period for complete equipment would be 8 weeks from the effective date of contract. No part supply would be accepted in any case. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

22. Liquidated Damage: - In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply of goods to the stores and services thereof, installation of equipment, training, etc. as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above (supply means supply and installation) for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores. In case, if equipment supplied but not installed within the prescribed time limit, liquidated damages to the sum of 0.5% of the contract price shall be levied.

23. Payment: - Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the following manner. Payment shall be made in Indian Rupees as specified in the contract in the following manner:

(a) **Payment of domestic goods or Foreign goods located within India.** 100% payment shall be made within 45 days by wireless/telegraphic transfer after receipt of complete goods/equipment in good condition, acceptance and successful installation of goods/equipment and subject of submission of performance security amount @10% of the FOR value of goods. This payment is subject to recoveries, if any, either on account of statutory deduction/taxes, if any and non-rectification of defects/deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents before payment:

ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount; Bill of Entry and Shipping Document

iii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;

iv) Two copies of packing list identifying contents of each package;

v) Inspection certificate issued by the nominated person/committee/agency, if any.

vi) Performance guarantee

vii) Certificate of having provided training to users.

(b) **Payment of Imported Goods located outside India.** 100% payment shall be made within 45 days by wireless/telegraphic transfer after receipt of complete goods/equipment in good condition, acceptance and successful installation of goods/equipment and subject of submission of performance security amount @10% of the FOB value of goods. This payment is subject to recoveries, if any, either on account of statutory deduction/taxes, if any and non-rectification of defects/deficiencies not attended by the Supplier or

otherwise. The Indian agent commission in INRs shall be paid on final payment made to the firm. The firm is required to submit the following documents before payment:

- ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- iii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iv) Two copies of packing list identifying contents of each package;
- v) Inspection certificate issued by the nominated person/committee/agency, if any.
- vi) Performance guarantee
- vii) Certificate of having provided training to users.

OR

Irrevocable non-transferable Letter of Credit for 100% payment shall be made by the Institute. However, payment will be released in two parts:

I) On delivery:-

- i) 80% payment of the net FOB price (FOB price less Indian agency commission) of the goods contract price shall be paid on receipt of goods in good condition and subject to submission to performance security @10% of FOB price along with following documents:
- ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- iii) Original and four copies of negotiable clean, onboard bill of lading/airway bill, marked freight pre-paid and four copies of negotiable bill of lading/airway bill
- iv) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iv) Four copies of packing list identifying contents of each package;
- v) Manufactures'/Supplier's warranty certificate
- vi) Inspection certificate issued by the nominated person/committee/agency, if any.

II) On Acceptance, successful installation of goods/equipment:-

Balance 20% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise and certificate of having provided the training to users. Payment will be released within 45 days subject to fulfillment of conditions in clause (a) and (b) above. The Indian agent commission in INRs shall be paid on final payment made to the firm

c) All charges for opening of LC outside India shall be borne by the supplier/bidder. Further, LC is required to be extended and/or amended for reasons non attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

d) **Recovery of excess Payment made to Supplier Agency:** If a result of post payment audit any over payment is detected in respect of any supply/work done by the supplier agency or alleged to have been done by the agency under this e-tender enquiry, it shall be recovered by the ICMR-NIREH Bhopal from the agency and agency is liable to be deposited back the excess amount received by them from their agreeable amount as per purchase order/work order from ICMR-NIREH Bhopal within 30 days time as and when they will receive written request from ICMR-NIREH Bhopal.

e) **Underpayment to be made to Supplier Agency:** If a result of post payment audit any under payment is detected in respect of any supply/work order done by the supplier agency under this e-tender enquiry, it shall be duly paid by the Institute to the concerned supply agency.

f) **Responsibility of supplier agency for providing copies of relevant document/records.** The supplier agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over as and when asked by ICM-NIREH Bhopal.

24. Validity of Price:- Minimum **up to 30.06.2021** from date of tender submission and it should be extendable as per discretion of ICMR-NIREH Bhopal on the same terms and conditions..

25. Part Supply: No part supply/ wrong supply or short supply will be accepted by the Institute. The equipment/goods including accessories shall be considered as complete system. The Director ICMR-NIREH, Bhopal will be the final authority and will have the right to reject full or any part of supply, which is contradictory to the terms and conditions agreed at the time of placement of order. In case of rejection of any supplied items due to nonconformity in quantity and/or quality, Institute will have right to charge liquidated damages, as it deems fit.

26. Spares:- The spare parts as selected by the Purchaser shall be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations. In case the production of the spare parts is discontinued:

- i) Sufficient advance notice to be given to the Purchaser/Consignee before such discontinuation so as to provide adequate time to the purchaser to purchase the required spare parts etc., and
- ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.
- iii) Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and AMC period (minimum 10 years).

27. Incidental Services :- The supplier shall be required to perform following services without any extra cost:-

- i) Space and electricity connection shall be provided by the Institute, rest all Installation accessories required for installation & commissioning, supervision and demonstration of the goods will be provided by the bidder/firm.
- ii) Providing required tools/tables/temperature control instrument/UPS/stablizer required for assembly/installation/commissioning of equipment, minor civil works required for the completion of the installation.
- iii) Training (on site or off site, whichever necessary) of Purchaser's Scientists, Doctors, Staff, Operators etc. for operating and maintaining the equipment. All the financial commitment in this regard shall be met by the firm / principal.
- iv) Supplying required number of operations and maintenance manual for the goods.

28. Packing & Marking:- Goods must be securely and adequately packed and protected in order to prevent damage, otherwise all losses and /or damage resulting from inadequate packing and/or inadequate protection or inadequate marking shall be borne by seller/seller's Principal abroad.

29. Supplier may have to provide required manpower for running the equipments at mutually agreed remuneration (Which shall not be more than remuneration payable for the particular category of staff at ICMR-NIREH) at the sole discretion of the Institute, till institute is able to arrange its own staff for the purpose.

30. Insurance: Insurance up to ICMR-NIREH, Bhopal will be borne / arranged by principal supplier/his Indian Agent.

31. Installation & site plan: Space and electricity connection shall be provided by the Institute, rest all requirement regarding site/location for installation of equipment, if any, should be provided by the vendor. However, all these requirement and time required for installation of system after delivery must be mentioned in the tender by the bidder. In case of delay in installation institute will have right to charge liquidated damage.

Specify the following points for installation of the System: -

- a) Total power consumption along with breakup of main System and Accessories.
- b) Whether the System needs uninterrupted power supply.
- c) Maximum tolerated transfer time in case of interruption of power supply.
- d) Whether the System needs any humidity control device.
- e) Whether the System needs any separate power line/isolation Transformer.
- f) Does the System need the electrical shielding?
- g) Whether Air Conditioner is required for the System.
- h) Does it require special civil works for installation?

32. The bidder should also quote for supply of equipment alongwith required accessories as per requirement of the System. Bidder may quote the prices for all the above local items as per technical specifications and the decision will be taken during technical evaluation of the item whether UPS is suitable or CVT / Servo Voltage Stabilizer will serve the purpose (if required for functioning of equipment).

33. Responsibility:-The Principal as well as its Agent will be severally and jointly responsible for ensuring the minimum life span of 10 years for the equipment. Both the said principal abroad and his Indian agent will have the full responsibility for the proper functioning of the equipment/instruments within the warrantee period and, thereafter, during the life span of the equipment

34. The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.

35. Governing language:- The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

36. Notices:-Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or e-mail or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

37. Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are:

- a) Imposition of liquidated damages,
- b) Forfeiture of EMD/performance security,
- c) Termination of the contract,
- d) Blacklisting/debarring of the bidder
- e) Any other suitable action as deemed fit under IPC.

38. Termination of Contract

a) **Termination for default:-** The Institute, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder 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 contract, or within any extension thereof granted by the Institute.

b) In the event of the Institute terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.

c) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.

d) **Termination for insolvency:-** If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, 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 Institute.

e) **Termination for convenience:-** The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

44. Force Majeure:-

(i) Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

(ii) 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.

(iii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

(iv) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

(v) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

45. Fall Clause: The prices charged for the equipment supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Institute and the price payable under the contract of the equipment's supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

46. Resolution of disputes :-

a) If dispute or difference of any kind shall arise between the Purchaser/Consignee and the Supplier in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty - one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

47. Applicable Law & Jurisdiction of Courts

a) The contract shall be governed by Contract Act 1872 and interpreted in accordance with the laws of India for the time being in force.

b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Bhopal (Madhya Pradesh, India).

**Director
ICMR-NIREH, Bhopal**

SCHEDULE OF REQUIREMENT

S.No.	Name of the Institute	Name of the Equipment	Qty.	EMD (Rs.)	Warranty Required	AMC Required
1.	ICMR-National Institute for Research in Environmental Health, Bhopal	Portable Multi-Gas monitor for CS ₂ , H ₂ S, HCl, Cl ₂ , SO ₂ and SO ₃	1	30,000/-	05 years (03 years Comprehensive followed by 02 years non-comprehensive) from the date of satisfactory installation of the equipment	5 years on completion of warranty period

PRICE SCHEDULED TO BE SUBMITTED ONLINE AS PER BoQ.xls

Item Rate BoQ

Vendor Inviting Authority: Director, ICRR-National Institute for Research in Environmental Health, Bhopal
 Name of Work/Supply and Installation of Portable Multi-Gas monitor for CS2, H2S, HCl, Cl2, SO2 and SO3
 Contract No: BHEM/01/PM/2020-21/PHCM2

Name of the Bidder/ Bidding

PRICE SCHEDULE
(This BoQ template must not be modified/changed by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

BIDDER #	TEXT #	QUANTITY	UNITS	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT #						
Sl. No.	New Description	Quantity	Units	Conversion Conversion against each item	Quoted Conversion in INR 7 Other Conversion	BASIC RATE to be entered by the Bidder	Excess Rate	EST in INR PER SECT NOTE for BID	Project Charge I	Taxation Charge II	Installation Charge III	Material Charge IV	Contract Charge V	Contract Charge VI	Contract Charge VII	Contract Charge VIII	Contract Charge IX	Contract Charge X	Contract Charge XI						
1	Portable Multi-Gas monitor for CS2, H2S, HCl, Cl2, SO2 and SO3	1.000	No.	Full Conversion	INR																				
1.01	Portable Multi-Gas monitor for CS2, H2S, HCl, Cl2, SO2 and SO3 with all essential accessories as per required specifications (Detailed description should be attached in the bid)	1.000	No.	Full Conversion	INR																				
1.02	Customer Support provided by the vendor against the 1.01 (Detailed description should be attached)	1.000	No.	Full Conversion	INR																				
1.03	AMC for 5 years from 1.01 to 1.03	1.000	No.	Full Conversion	INR																				
Total in Figures																									

Note :

- a) If there is discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
- b) The above-mentioned charges includes labour charges for maintenance and breakdown visits per year, spares, accessories and all type of consumables required for the maintenance of the supplied items during the period of warranty. If any spares / consumables / accessories etc. are not covered under above-mentioned charges; it should be clearly mentioned with frequency of replacement and with rate. The validity of rate of such items should also be mentioned clearly. What will be the rate of escalation on the quoted rate after expiry of the validity of rate of such item must be mentioned.
- c) The charges for AMC (non comprehensive) after completion of initial five years of warrantee period shall be quoted separately as per price scheduled. AMC charges include labour charges for maintenance and breakdown visits per year, spares, accessories and all type of consumables required for the maintenance of the supplied items.
- d) It is certified that prices given are firm and inclusive of all duties and taxes and shown separately.
- e) Delivery and installation within 08 weeks.
- f) Preventive maintenance visit: Four Maintenance visits at regular interval for usual maintenance & supervision failing which 10% of the contract amount per visit would be deducted as penalty.
- g) Break down maintenance visit: As & when required
- h) Response Time: within 24 Hours failing which Rs. 500/- per day shall would be deducted as penalty.
- i) Payment of Annual Maintenance Contract would be made on half yearly basis after completion of work and satisfactory working report. In no case, advance payment is to be considered.

Place:

Date:

Seal and Signature of the bidder

MANUFACTURER’S AUTHORISATION FORM
(To be submitted by authorized dealers/representatives/importers on OEMs letter Head)

No.

Dated

To,

The Director
ICMR-National Institute for Research in Environmental Health
Bhopal Bypass Road, Bhauri
Bhopal – 462 030(Madhya Pradesh)

Dear Sir,

Tender No. :

Equipment Name :

1. I/Wename of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website.....), having factories at _____ and _____ , do hereby authorize M/s._____ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.

2. No company or firm or individual other than M/s._____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We also hereby undertake to provide full guarantee/warrantee /Annual Maintenance Contract/spare parts as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.

4. We also undertake that our firm is not blacklisted by any Govt/state/PSU/Autonomus. agency or have no case of any nature i.e. CBI/FEMA/Civil//Income Tax/GST/Sales Tax/VAT is contemplated or pending against OEM.

5. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

For and on behalf of M/s._____

Date:

(Name of manufacturers/OEM/Principal)

Place:

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

MODEL BANK GUARANTEE FORM

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,

Director

ICMR-National Institute for Research in Environmental Health

Bhopal Bypass Road,

Bhauri, Bhopal – 462030

In consideration of National Institute for Research in Environmental Health, Bhopal [hereinafter referred to as NIREH', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with NIREH a sum of Rs. _____ (Rupees _____) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. _____ (Rupees _____) as required under the terms and conditions of contract / work order no dated _____ [hereinafter referred as the order'] placed by NIREH on the said supplier /contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay NIREH an amount not exceeding Rs. _____ (Rupees _____) on the demand made by NIREH on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from NIREH stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by NIREH without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of NIREH under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till NIREH certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We the bank, undertake to pay to NIREH any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that NIREH shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the NIREH against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of NIREH or any indulgence by NIREH to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Director, National Institute for Research in Environmental Health, Bhopal.

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NIREH in writing.

Signed on the _____ day of _____

For the Bank

Signature

Witness:

Name(s) & Designation(s)

Name & Address

EMD BANK GUARANTEE FORMAT

FOR E-TENDER No. NIREH/BPL/PUR/2020-21/PMGM/3

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,

Director,
ICMR-National Institute for Research in Environmental Health
Bhopal Bypass Road,
Bhauri, Bhopal – 462030

IN ACCORDANCE WITH YOUR E-TENDER No. NIREH/BPL/PUR/2020-21/PMGM/3, dated 08.01.2021 for supply and installation of (Name of the equipment), M/s. (hereinafter called the “Bidder”) having its Registered Office at, wish to participate in the said bid for the supply and installation of (Name of the equipment) as an irrevocable.

Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid up to 30.06.2021, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee :

We,(Bank name) having its registered Office atguarantee and undertake to pay immediately on first demand by the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the NIREH, Bhopal shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to 30.06.2021. If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein :

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) .
2. This Bank Guarantee shall be valid up to 30.06.2021.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before 30.06.2021.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

**POWER OF ATTORNEY
(On a Stamp Paper of relevant value Rs 100/-)**

I/ We..... (name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt (Name and address) who is presently employed with us and holding the position of as our attorney, to act and sign on my/our behalf to participate in the tender no..... for (Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 2021 For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Format of Experience Certificate

Contract No./ Supply Order No.	Name of the Purchaser	Description of Work	Qty. Supplied	Value of Contract (Rs. in Lakhs)	Date of Issue of Work Order	Stipulated period of Completion	Actual Date of Completion

* Attach Certificate(s) of Payments.

DECLARATION

(On letter head)

From :-

M/s. _____

To,

**The Director
ICMR-National Institute for Research in Environmental Health
Bhopal Bypass Road, Bhauri,
Bhopal – 462030**

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor/Director authorized signatory of the agency/Firm,
mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Director, NIREH, Bhopal immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,
(Signature of the Bidder)

Date:
Place:
Seal of the Agency

Name:
Designation:
Address:

TECHNICAL SPECIFICATIONS

Specification	Requirement
System description	Portable multi-gas monitor for monitoring of Carbon disulphide (CS ₂), Hydrogen sulphide (H ₂ S), Hydrogen chloride (HCl), Chlorine (Cl ₂), Sulphur dioxide (SO ₂) and Sulphur trioxide (SO ₃) in ambient air.
Sensor type	Electrochemical (EC)/ Photo ionization detector (PID)/ Non-dispersive infrared (NDIR)
Sensor life	All sensors should have life of at least 2 years.
Sensor compatibility	Should be compatible with different gas sensors other than above gases like Ammonia (NH ₃), Carbon monoxide (CO), Carbon dioxide (CO ₂), Nitrous oxide (NO ₂), Ozone (O ₃), Methane (CH ₄), Volatile organic compounds (VOCs) etc.
Range of measurement	Carbon disulphide (CS ₂): 0-5000 ppb Hydrogen sulphide (H ₂ S): 0-5000 ppb Chlorine (Cl ₂): 0-5000 ppb Hydrogen chloride (HCl): 0-5000 ppb Sulphur dioxide (SO ₂): 0-500 ppb Sulphur trioxide (SO ₃): 0-500 ppb
Resolution	5 ppb or less for all gases
Precision	1% or less for all gases
Working temperature range	5-50 °C
Working humidity range	5-90%
Air pumping and flow rate	Should have pump for continuous flow of air from ambient atmosphere to the sensors. Should record the flow rate of the pumped air.
Power	Should be provided with 230/240 V AC power adapter
Battery	Should be provided with suitable battery for power back up of at least 24 hours or more
Display	Should have suitable digital display
Data recording	Should have data loggers for recording the data. Should have enough memory to store 6 months data (continuous data logging for 6 sensors at 1 min interval operated 24/7).

Data recording intervals/frequency	Should be able to record the data for every 5 seconds or less Should have options to set the data logging interval/frequency as per user demand.
Data transfer	Should have inbuilt wi-fi/cloud/GPRS system for easy transfer of data at desired computer system through internet and for real time view of monitoring data. Should have USB port for easy transfer of recorded data. The data should be downloadable in MS-Excel format.
GPS	Should have inbuilt GPS for recording the location of monitoring site.
Calibration	Should have feature of automatic calibration.
Handling and operation	The gas monitor should be portable for easy operation. Should be provided with carrying case for easy relocation and to avoid damage during transport. Should be provided with suitable, detachable and foldable tripod or similar kind of stand of at least 1 meter height.
Certification	Should be certified/approved by CE/ISO/USEPA/CPCB or similar agency
Enclosure (Optional)	Should come with suitable durable and protective enclosure for environmental application.

TECHNICAL COMPLIANCE OF SPECIFICATIONS AS PER ANNEXURE – X

(Must attach point wise catalogue)

The item should have the following features, as per technical specification:

S No	Features	Specification offered/quoted make/model	Page No. of Catalogue/Specification	Compliance (yes/no)
a)				
b)				
c)				
d)				
e)				
f)				
g)				
h)				
i)				
j)				
k)				
l)				
m)				
n)				
o)				
p)				
q)				
r)				
s)				
t)				

Signature and Seal of bidder

- *If the bidder fails to enclose the Compliance statement properly, his/her bid is likely to be rejected*

DEVIATION STATEMENT AS PER ANNEXURE X

The following are the particulars of deviations from the requirements of the tender specifications:-

Sl. No.	Clause	Deviation	Remarks (Including Justification)

Place:-

Date:-

Signature and Seal of the Manufacturer/Bidder

Note: Where there is no deviation, the statement should be returned duly signed with endorsement indicating “No Deviations”.

CERTIFICATE REGARDING NEAR RELATIVES

(on the letter head of the firm)

I/we.....S/o/D/o..... resident of hereby certify that none of my/our relative (s) as defined in clause..... Of the Section in the tender document is/are employed in ICMR/NIREH. In case, at any stage, it is found that the information given by me is false/incorrect, ICMR-NIREH shall have the absolute right to take away any action as deemed fit including rejection of bids without any prior information to me/us.

Place:-

Date:-

Signature and Seal of the Manufacturer/Bidder

Annexure- XIV A

To,
.....,
.....,
.....

Sub:

Dear Sir,

It is here by declared that ICMR-NIREH, Bhopal is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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

Yours faithfully,

Director
ICMR-NIREH, Bhopal

To,

The Director
ICMR-NIREH
Bhopal Bypass Road, Bhauri
Bhopal-462030

Sub:

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully

(Duly authorised signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of ICMR-NIREH Bhopal.

INTEGRITY AGREEMENT

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

BETWEEN

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

AND

.....
(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to as the (Details of duly author-ized signatory)
“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

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

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

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

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

Article 1: Commitment of the Principal/Owner

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for

or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

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

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

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

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

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

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

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

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

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

quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

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

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

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

Article 3: Consequences of Breach

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

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

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

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

Article 4: Previous Transgression

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

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

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

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal/Owner) (For and on behalf of Bidder/Contractor) WITNESSES:
1. 2.
(signature, name and address) (signature, name and address)

Place Date

CERTIFICATE & DECLARATION

1. It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. I/We understand that ICMR-NIREH, Bhopal is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

2. In case it is established that any information provided by me/us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further ICMR-NIREH, Bhopal is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

3. I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

4. Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization and also no case of any nature i.e. CBI/FEMA/Civil//Income Tax/GST/Sales Tax/VAT is contemplated or pending against us.

Date
Place
Stamp

Signature of the Tenderer

Note: This certificate should be executed on duly notarised ` 50/- NJ Stamp Paper.

**Banking information for payment through PFMS/Letter of Credit
(to be submitted by the bidder)**

Banking details for e-payment is as under:

S No.	Details	
1.	Name of firm	
2.	Name of Bank	
3.	Branch Name & Address	
4.	Account Name	
5.	Account Type & Number	
6.	IFSC Code	
7.	MICR Code	
8.	Email ID	
9.	Contact Number	

Date
Place Stamp

Signature of the Tenderer

Instructions to Bidders for Online Bid Submission

The bidders are required to submit signed scanned copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) 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 CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (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.

5) 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.

6) 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.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP 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 CPP Portal.

2) 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 CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) 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.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender 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.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) 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 (e.g. PAN card copy, annual reports, auditor certificates etc.) 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.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded bid Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

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 or technical error.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. If the bidder needs any exemption from submission of EMD, the valid signed EMD Exemption certificate is to be uploaded.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

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.

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.

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.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers. If the uploaded documents are not readable, bid shall be summarily rejected.

9) Upon the successful and timely submission of bids (ie 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.

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.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender 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 tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.