

ONLINE TENDER FOR

Rate Contract of Ayush-Equipments

**To be supplied & installed at Pt. Khushilal Sharma Government (Autonomous)
Ayurveda College & Institute, Bhopal M.P.**

**Pt. Khushilal Sharma Government (Autonomous)
Ayurveda College & Institute, Bhopal M.P.
Science Hills, Behind MANIT, Bhopal (M.P.) 462003
Phone: 0755-2970310, Website: <http://klsgaci.edu.in>
e- mail: principal@klsgaci.nic.in**

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SECTION I

NOTICE INVITING TENDERS (NIT)

Pt. Khushilal Sharma Government Ayurveda College and Institute,

Bhopal, Madhya Pradesh

Science Hills, Behind MANIT, Bhopal (M.P.) 462003

Phone: 0755-2970310, Website: <http://klsgaci.edu.in>

e- mail: principal@klsgaci.nic.in

Tender Enquiry No.:

Dated:-

Principal & Chief Executive Officer, PT. KLSGACI, BHOPAL, for and on behalf of the institute invites online tender, for rate contract and supply of following Equipments to the institute from eligible and qualified Bidders for supply, installation, testing and commissioning of Equipment:

Schedule No.	Description	No. Of Items
1	Ayush Equipments	As per Annexure-A

The Schedule of E-Tendering Activities are as under:

Sr. No.	Activity	Date and Time
1	Publishing Date	13/10/2022 at 15:00 Hrs.
2	Document Sale Start Date	13/10/2022 at 15:00 Hrs.
3	Pre Bid Meeting Date –	18/10/2022 at 12:00 Hrs. Request to raise Pre-bid queries before 17/10/2022 at 17:00 Hrs. in the pre-bid queries format available on website http://klsgaci.edu.in at email id - principal@klsgaci.nic.in There will be an offline pre bid meeting at the institute on 18/10/2022
4	Bid Submission Start Date	19/10/2022 at 18:00 Hrs.
5	Bid Submission End Date	27/10/2022 at 14:00 Hrs.
6	Bid Opening Date	28/10/2022 at 14:30 Hrs
7	Tentative Demonstration Date	If required :- *Tender Inviting Authority reserves the right to call the Bidder to demonstrate its quoted Item/model (s) and demo schedules will be uploaded on website http://klsgaci.edu.in

- (1) Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mptenders.gov.in portal on the above mentioned dates after online purchase with **Tender fee of Rs. 2000** /- [+ (18 % GST)] and applicable Processing Fee (both through e-procurement portal only), (Note- If by mistake or any other reason, tender fee is deposited in other account, the same shall not be considered as fee for document purchase and also it would not be refunded.) Tender document may also be viewed from the website <http://klsgaci.edu.in>
- (2) Bidders are required to submit their tenders online at www.mptenders.gov.in portal on or before the key dates given above. The Item wise **EMD/Bid Security mentioned in the below Table No.1** should be deposited online by e procurement system powered by NIC through website www.mptenders.gov.in latest by bid submission end date and time.

Bidders are required to submit item wise EMD.

Table No.1

Sr. No.	Item Name	Approx. Qty	Total EMD in Rs
1	Automatic Potentiometric Titrator	1	28000.00
2	Dissolution test Apparatus with piston Pump Auto Sampler	1	14000.00
3	Electrophoresis Unit	1	21000.00
4	Microwave 28L	1	1750.00
Total-			64750.00

- (3) If a bidder is MSME/Udhyog Aadhar/SSI registered manufacturer of Madhya Pradesh then they will be exempted from submitting EMD and Bid document fee. However tender processing fee is not exempted. If MSME/Udhyog Aadhar/SSI registered bidder wishes to avail above facility then they should follow necessary processes with E Procurement Portal www.mptenders.gov.in and if necessary, take help of help line on E Procurement Portal. Exemption of Tender Document Fee & EMD is only for MSME/SSI Manufacturers of Madhya Pradesh. To claim the exemption, relevant valid documents, in support of MSME/SSI, are required to be uploaded by the bidder(s). Without relevant document bid may be rejected. MSME/SSI Manufacturer(s) from other States are not exempted from EMD and Tender Document Fee. If other than MSME/SSI manufacturer of MP do not submit EMD and/or do not pay bid document fee, then such bids shall be rejected.
- (4) All further notifications/amendments, if any shall be posted on www.mptenders.gov.in portal and <http://klsgaci.edu.in> only. No separate communication shall be made with individual Bidders.
- (5) Bidders are requested to responsibly fill all communication details as tender inviting authority shall not be responsible for any failure of communication (either through electronic mail or through physical document/letter).

Principal & Chief Executive Officer
Pt. Khushilal Sharma Government (Autonomous)
Ayurveda College & Institute, Bhopal
Mobile - 9425373046

SECTION – II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- i) “Consignee” means the Pt. Khushilal Sharma Government (Autonomous) Ayurveda College & Institute, Bhopal M.P. to whom the goods are required to be delivered as specified in the Contract.
- ii) “Contract” means the written agreement entered into between the Tender Inviting Authority and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc.
- iii) “Day” means calendar day.
- iv) “Earnest Money Deposit” (EMD) means bid security/ monetary or financial guarantee to be furnished by a bidder along with its tender.
- v) “Goods” means the articles, material, spares, instruments, machinery, equipment, medical equipment, associated software etc. which the supplier is required to supply to the Tender Inviting Authority under the contract.
- vi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- vii) “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it.
- viii) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, testing, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- ix) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- x) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- xi) “Tender Inviting Authority” is Principal & Chief Executive Officer, Pt. Khushilal Sharma Government (Autonomous) Ayurveda College & Institute, Bhopal Madhya Pradesh, Science Hills, Behind MANIT, Bhopal (M.P.) 462003
- xii) “Tender” means Bids / Quotation / Tender received from a Firm / Bidder / Bidder.
- xiii) “Bidder” means Bidder/ the Individual/Firm or company submitting Bids / Quotation / Tender

1.3 Abbreviations:

- i) "BG" means Bank Guarantee
- ii) "CD" means Custom Duty
- iii) "GST" means Goods & Service Tax
- iv) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive/ breakdown maintenance)
- v) "IGST" means Inter-state Goods & Service Tax
- vi) "DP" means Delivery Period
- vii) "CGST" means Central Goods & Service Tax
- viii) "GCC" means General Conditions of Contract
- ix) "GIT" means General Instructions to Tenderers
- x) "LC" means Letter of Credit
- xi) "NIT" means Notice Inviting Tenders.
- xii) "RR" means Railway Receipt
- xiii) "SCC" means Special Conditions of Contract
- xiv) "SIT" means Special Instructions to Bidders
- xv) "TE Document" means Tender Enquiry Document
- xvi) "SGST" means State Goods & Service Tax
- xvii) "HOD" means Head of Department
- xviii) "OA" means Ordering Authority
- xix) "TIA" means Tender Inviting Authority
- xx) "INCOTERMS" means International Commercial Terms as on the date of Tender opening.
- xxi) "BL" means Bill of Lading
- xxii) "FOB" means Free on Board
- xxiii) „FOR" means Free on Rail
- xxiv) "CIP (Destination)" means Carriage and Insurance Paid up to named port of destination
- xxv) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- xxvi) "CIF" means Cost, Insurance and Freight

2. Introduction

- 2.1 The Tender Inviting Authority has issued these Tender Documents for supply of goods and related services as mentioned in **Section – VI – “List of Requirements”**, which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction to Tenderers”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Tender Inviting Authority for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 Before formulating the tender and submitting the same to the Tender Inviting Authority, the bidder 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 Documents may result in rejection of its tender.

3. Language of Tender

- 3.1 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the Tender Inviting Authority, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for the purpose of interpretation of the tender, the English translation shall prevail.
- 3.2 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the Tender Inviting Authority, may also be written in 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.

4. Eligible Bidders

- 4.1 This invitation for tenders is open to all manufacturers and Indian subsidiaries of foreign manufacturers or authorized importers of foreign manufactures or Authorized Dealer/Distributor who fulfill the eligibility criteria specified in these documents.

5. Eligible Goods and Services

- 5.1 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.

6. Tendering Expense

- 6.1 The bidder 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 subsequently processing the same. The Tender Inviting Authority will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

7. Content of Tender Enquiry Documents

7.1 In addition to

- Section I – “Notice Inviting Tender” (NIT), the TE documents include:
- Section II – General Instructions to Bidders (GIT)
- Section III – General Conditions of Contract (GCC)
- Section IV – Special Conditions of Contract (SCC)
- Section V – List of Requirements
- Section VI – Technical Specifications
- Section VII – Bidder Information Form
- Section VIII – Qualification Criteria
- Section IX – Tender Form
- Section X – Price Schedules
- Section XI – Manufacturer’s Authorization Form - EMD
- Section XII – Bank Guarantee Form for Performance Security/CMC Security
- Section XIII – Contract Forms A & B
- Section XIV – Proforma of Consignee Receipt Certificate
- Section XV – Proforma of Final Acceptance Certificate by the consignee
- Section XVI – Check List for the Bidders
- Section XVII – BANK GUARANTEE FORM FOR PERFORMANCE SECURITY
- Section XVIII – MANDATE FORM
- Section XIX – Higher Price/ Lower price Certificate
- Section XX – List Of Items Quoted with EMD
- Section XXI – Proforma for Technical Compliance
- Section XXII – Affidavit

7.2 The details of the required goods and services, the terms and conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above mentioned documents. The interested bidders are expected to examine all such details to proceed further.

8. Amendments to Tender Documents

8.1 At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.

8.2 Such an amendment will be notified online on www.mptenders.gov.in portal and/or <http://klsgaci.edu.in> and same shall be binding to all bidders. All prospective bidders are advised to see above websites regularly for information. Tender Inviting Authority shall not be responsible in any manner if prospective bidders miss any notification(s) placed on above website(s).

8.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment(s), the Tender Inviting Authority may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

9. Clarification of Tender Documents

- 9.1 A bidder requiring any clarification or elucidation on any issue of the Tender Documents may take up the same with the Tender Inviting Authority in writing by post or email principal@klsgaci.nic.in The Tender Inviting Authority will respond in writing to such request provided the same is received by the Tender Inviting Authority not later than seven days prior to the prescribed date of submission of tenders.
- 9.2 Interested eligible bidders may also depute its authorized representative to attend pre-bid meeting at the scheduled date and time given in Section-I of this document. Attending pre-bid meeting by prospective bidder(s) is not mandatory.
- 9.3 The purpose of pre-bid meeting is to clarify doubts, if any and to provide responses to the clarifications sought by prospective bidders regarding terms and conditions, technical specifications and other provisions given in the tender document. The clarifications so sought by prospective bidders during pre-bid meeting shall be appropriately responded and minutes of pre-bid meeting along with written responses / clarifications shall be uploaded on the websites www.mptenders.gov.in portal and <http://klsgaci.edu.in> .

C.PREPARATION OF TENDERS

10. Documents Comprising the Tender

- 10.1 The **Online System**, i.e. “Technical Bid” (Cover-A) and “Financial Bid” (Cover-C) prepared by the bidder, shall comprise the following:

- A) **Technical Bid - Firm related document (to be submitted online, no physical copy) – Un-priced Tender (Cover-A) -** The bidder should submit the following documents as part of Envelope-A. All documents should be signed, numbered and sealed by the bidder on each page before uploading. The Photocopies should be attested by the bidder. The price bid/financial proposal should not be submitted along with Techno-commercial bid.
 - a) Earnest Money Deposit, as indicated in this document should be deposited online by e procurement system powered by NIC through website www.mptenders.gov.in. Exemption from payment of EMD is permitted for MSME/Udhyog aadhar/SSI of M.P.
 - b) Tender Form as per **Section X** (without indicating any prices), (list of items quoted with make, model & country of origin)
 - c) Documentary evidence for the constitution of the company /Firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Chief Executive Officer / Partners / Proprietor.
 - d) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidder should be enclosed with the tender duly signed by the Authorized signatory of the Company /Firm and such authorized officer of the bidder should sign the tender documents.
 - e) Authorization letter nominating a responsible person of the bidder to transact the business with the Tender Inviting Authority.
 - f) Bidders Information Form

- g) Mandate Form
- h) Bidders submitting bid for goods manufactured by other manufacturers shall furnish Manufacturer's Authorization Form (in the format given in Section-XII)
- i) Documents and relevant details to establish in accordance with GIT Clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Documents.
- j) Performance Statement as per **section IX** along with relevant copies of orders and end users' satisfaction certificate in the desired format.
- k) Clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications. In case of Technical deviations in the compliance statement, identify and mark the deviations.
- l) Uploaded quoted equipment catalogue/brochure(s) showing detailed technical specifications
- m) Copy of applicable CE/USFDA/ISO certificates etc. as required in the technical specification
- n) Purchase order, Installation Certificate, User end Certificate
- o) Higher Price/Lower Price Certificate as per **section XX** (Fall Clause)
- p) List of items quoted with EMD.
- q) Affidavit as per **Section XXIII**
- r) In case of Importer, Valid Import & Export Certificate will be provided.
- s) Any other Necessary document required to be uploaded
- t) Clarification documents (Declaration as per affidavit **Section-XXIII** to be uploaded along with technical bid and subsequent document to be uploaded later as requested during evaluation)

C) Price Tender (to be submitted online, no physical copy) – (Cover-C)

- u) The Price Schedule as per format given in **Section XI** (as appropriate) should filled and submitted **online only** with all the details including make, model etc. of the goods and services offered.

10.2 The scanned copy of Tender Documents duly stamped at appropriate places and initial at all the pages of the tender should be uploaded on the e procurement portal from an authorized signatory of the bidder.

10.3 A Tender, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11. Tender currencies

11.1 The bidder supplying indigenous or imported goods shall quote only in Indian Rupees.

11.2 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

12. Tender Prices

12.1 The Bidder shall indicate on the Price Schedule provided under **Section XI** 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/perform 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 bidder, same should be filled as "00" by the bidder. If nothing is filled by the bidder, the same shall be treated as „Nil“.

- 12.2 If there is more than one Schedule in the List of Requirements, the bidder has the option to submit its Bid for any one or more Schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 12.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
13. 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:
- The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc; ; (**Note- Taxes will be applicable as per the rules at the time of Purchase order/Supply order**)
 - Any sales or other taxes on finished product(s) such as SGST, CGST and IGST, which will be payable on the finished goods in India including packing, forwarding & transportation charges if the contract is awarded; (**Note- Note- Taxes will be applicable as per the rules at the time of Purchase order/Supply order**)
 - 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;
 - The price of incidental services, as mentioned in List of Requirements and Price Schedule;

13.1 Additional information and instruction on Duties and Taxes: **Note-Taxes will be applicable as per the rules at the time of Purchase order/Supply order)**

13.2 If the Bidder desires to ask for SGST, CGST & IGST etc., on finished product, 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 taxes and no claim for the same will be entertained later.

13.3 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.4 The need for indicating all price components by the bidders as required in the GIT Clause 13 is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any other terms offered.

(**Note- Note- Taxes will be applicable as per the rules at the time of Purchase order/Supply order**)

14 Firm Price

15 Documents Establishing Bidder's Eligibility and Qualifications

- 15.1 Pursuant to **GIT clause 11**, the bidder shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 15.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements: a) Manufacturer or Indian subsidiary of foreign manufacturer or Dealer/Distributor has the required financial, technical, production and after sales services capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the **Section IX** in these documents.

16 Documents establishing Good's Conformity to Tender Document.

- 16.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the Tender Inviting Authority in the Tender Documents. For this purpose the bidder shall also provide a clause-by-clause statement of compliance on the technical specifications and other technical details incorporated by the Tender Inviting Authority in the Tender Documents vis-à-vis the technical details of the offered product to establish technical responsiveness of the goods and services offered in its tender.
- 16.2 In case there is any variation and/or deviation between the goods & services prescribed by the Tender Inviting Authority and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 16.3 If a bidder furnishes wrong and/or misguiding/misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected at any stage in addition to other remedies available to the Tender Inviting Authority in this regard.
- 16.4 Tender Inviting Authority reserves the right to call the Bidder to demonstrate its quoted model (s) before the Tender Evaluation Committee within 7-15 days from intimation via PT. KLSGACI, BHOPAL website/MP Tender Portal.
- 16.5 Bidder are requested to regularly visit website "<http://klsgaci.edu.in>" and/or M.P Government's E-procurement portal www.mptender.gov.in regarding update/clarification/notification /demonstration schedules.

17 Earnest Money Deposit (EMD)

- 17.1 Pursuant to **GIT clauses 11.1 A)** the bidder shall furnish along with its tender, earnest money as indicated at **Section-I- Notice Inviting Tenders (NIT) Pt. no. 2, table no.1** of this document.
- 17.2 If a bidder is MSME/Udhyog Aadhar/SSI registered manufacturer of Madhya Pradesh then they will be exempted from submitting EMD and Bid document fee. However tender processing fee is not exempted. If MSME/Udhyog Aadhar/SSI registered bidder wishes to avail above facility then they should follow necessary processes with MP tenders Portal www.mptenders.gov.in portal and if necessary, take help of help line on MP tenders Portal.
- 17.3 The earnest money should be deposited for quoted item(s) online by e procurement system powered by NIC through website www.mptenders.gov.in.
- 17.4 EMD has been asked item wise & respective EMD requirement has been mentioned at **Section-I- Notice Inviting Tenders (NIT) Pt. no. 2, table no.1** of this document.
- 17.5 In case, if bidder chose to quote more than one item, total EMDs of those quoted items should be deposited online by e procurement system powered by NIC through website www.mptenders.gov.in
- 17.6 If submitted EMD falls short of total required EMD, then bid shall be evaluated for only those

quoted items, starting from beginning to end (Item no. wise of the bid), up to which full EMD is received. Rest of quoted items (if any) shall be rejected.

- 17.7 Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.
- 17.8 Earnest Money is required to protect the Tender Inviting Authority against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Tender Inviting Authority. The successful bidder's earnest money will be forfeited without prejudice to other rights of Tender Inviting Authority if it fails to furnish the required performance security within the specified period.

18 Tender Validity

- 18.1 If not mentioned otherwise in **the SIT**, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and eighty days) after the date of techno-commercial tender opening prescribed in the Tender Documents. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 18.2 In exceptional cases, the bidders may be requested by the Tender Inviting Authority to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by post or by e-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 bidder, however, may not agree to extend its tender validity without forfeiting its EMD.
- 18.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Tender Inviting Authority, the tender validity shall automatically be extended up to the next working day.

19 Signing and Sealing of Tender

- 19.1 The Bidders shall submit their tenders online as per key schedule dates indicated as per the instructions contained in **GIT Clause 11**.
- 19.2 Tender Document seeks tender submission by following three Tender Online System, in three parts
i.e. First part - "Technical Bid (EMD & Techno-Commercial documents) – **Envelope-A**", and second part - "Financial Bid" – **Envelope-C**
- 19.3 The bidder should submit online copy of Technical Bid duly signed & stamped by the bidder's authorized signatory who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender. All letters, certificates, testimonials, forms etc. (self-certified) including original catalogue (s) of model quoted should be uploaded online on or before the closing date of submission of tender document.
- 19.4 **Section X „Tender Form“** is required to be signed by the authorized signatory of the bidding entity. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initiated by the person(s) signing the tender.

D. SUBMISSION OF TENDERS

20 Submission of Tenders

- 20.1 Unless otherwise specified, tenders will be submitted online as per the Key Dates in the Notice published on the website <http://www.mptenders.gov.in> portal. For online bidding scan copy of needful documents in proper resolution should be uploaded online. Bidders are required to sign their bids online using Class III - Digital Certificates only, Contractors are advised to obtain the same at the earliest. For further information, Contractors are requested to read Users Guide available in M.P. Government's E-Procurement Portal www.mptenders.gov.in portal/. The bidders may also contact E-Procurement Cell/Helpdesk at Toll Free No. **0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787** and e-mail: support-eproc@nic.in
- 20.2 The Bidders must ensure that they deposit their online technical bid along with EMD not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the online technical bid and EMD will be received up to the appointed time on the next working day.

21 Late Tender

- 21.1 This is an e-tender and all documents including price details are to be submitted on the mentioned portal on or before the time as mentioned at Section I, Sub-section (2).

22 Alteration and Withdrawal of Tender

- 22.1 The bidder, after submitting its tender online, is not permitted to alter / modify its tender.
- 22.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

E. TENDER OPENING

23 Opening of Tenders

- 23.1 The Techno-commercial Bid (Envelope-A) shall be opened online at the first instance, at the prescribed time and date as indicated in NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.
- 23.2 Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names, signatures, e-mail Id, contact no. and corresponding Bidders' names and addresses.
- 23.3 During the Technical Bid opening, the Bid opening official(s) will read the salient features of the bids like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).
- 23.4 Thereafter, in the second stage, the Financial Bid (Envelope-C) of only the technically acceptable offers (as decided in the second stage) shall be considered for further scrutiny and evaluation on a date notified online after the evaluation of the Technical bid. The prices of the goods offered by the technically qualified bidders shall be read out and recorded, and provisional rates shall be uploaded on website of the Purchaser and e-procurement portal.

F. SCRUTINY AND EVALUATION OF TENDERS

24 Basic Principles

- 24.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document and the terms & conditions mentioned therein. No new condition will be brought in while scrutinizing and evaluating the tenders. TIA will not enter into any correspondence on the issue.
- 24.2 If a Tender is not substantially responsive, it will be rejected by the Tender Inviting Authority and cannot subsequently be made responsive by the Bidder by correction of nonconformities.
- 24.3 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 Documents. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 24.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- (i) Tender form as per Section X (signed and stamped) not uploaded
 - (ii) Tender validity is shorter than the required period.
 - (iii) Required EMD (Amount etc.) have not been provided.
 - (iv) Bidder has not agreed to give the required performance security.
 - (v) Goods offered are not meeting the tender enquiry specification.
 - (vi) Manufacturer's Authorization Certificate not enclosed by a bidder who is Dealer/ Distributor/Importer (if Dealer/ Distributor/Importer are allowed to quote by the TIA)
 - (vii) Bidder 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.
 - (viii) Poor/ unsatisfactory past performance.
 - (ix) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (x) Bidder is not eligible as per GIT Clauses 5.1 & 17.1.
 - (xi) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

Note: The above mentioned aspects are descriptive and not exhaustive and a tender can be declared non-responsive for non-fulfillment of any essential condition culled out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive.

25 Minor Infirmary/Irregularity/Non-Conformity

- 25.1 If during the preliminary examination, the Tender Inviting Authority find any minor informality and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Tender Inviting Authority may convey its observation on such „minor“ issues to the bidder by registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

26 Discrepancies in Prices

- 26.1 If, in the price structure quoted by a bidder, 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 Tender Inviting Authority feels that the bidder 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.

- 26.2 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
- 26.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 26.4 If, as per the judgment of the Tender Inviting Authority, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post / e-mail. If the bidder does not agree to the observation of the Tender Inviting Authority, the tender is liable to be ignored.

27 Qualification Criteria

- 27.1 Tenders of the bidders, who do not meet the required Qualification Criteria prescribed in **Section IX**, will be treated as non - responsive and will not be considered further.

28 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

- 28.1 Further the Tender Inviting Authority's evaluation of a tender will include and take into account the following: **(Note-Taxes will be applicable against DSIR Certificate at the time of Purchase order/Supply order)**
 - 28.1.1.1 In the case of goods manufactured in India or goods of foreign origin already located in India, GST & other similar taxes which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and The Tender Inviting Authority's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein. **(Note-Taxes will be applicable against DSIR Certificate at the time of Purchase order/Supply order)**

29 Bidder's capability to perform the contract

- 29.1 The Tender Inviting Authority, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, 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, a Bidder is responsive for more than one schedule, then, such determination will be made cumulative.
- 29.2 The above-mentioned determination will, inter alia, take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the Tender Inviting Authority as incorporated in the Tender Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the Tender Inviting Authority.

30 Contacting the Tender Inviting Authority

- 30.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the Tender Inviting Authority for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 30.2 In case a bidder attempts to influence the Tender Inviting Authority in the Tender Inviting Authority's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Tender Inviting Authority.

G.AWARD OF NOTIFICATION OF RATE CONTRACT

31 Tender Inviting Authority's Right to accept any tender and to reject any or all tenders

31.1 The Tender Inviting Authority reserves the right 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 bidder or bidders.

32 Award Criteria

32.1 Subject to **GIT clause 38 above**, the contract will be awarded to the lowest evaluated responsive bidder decided by the Tender Inviting Authority in terms of **GIT Clause 36**. The contract shall be valid for **06 Months** from the date of signing of agreement unless otherwise extended by TIA.

33 Variation of Quantities at the Time of Award

33.1 Quantities mentioned in the schedule (s) in the “List of Requirements” in the bid documents, are indicative and may or may not be procured by the Purchaser/Ordering Authority defined at **GIT Clause 1.2**. In unforeseen/exceptional circumstances, order quantities may increase or decrease and decision in this regard by TIA shall be final and binding to the bidder. The award is for a rate contract and in a rate contract, there is always embedded risk of getting nil/less or more orders. State Government/TIA shall not be responsible if selected bidder doesn't get any supply order or more orders as compared to rate contracted quantity.

34 Intimation Letter to successful bidder / Notification of Rate Contract

34.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, only by registered / speed post or by e-order (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the Tender Inviting Authority the required performance security within 21 days along with the contract agreement from the date of dispatch of this notification, failing which the EMD may be forfeited for particular item(s) and the award may be cancelled. Relevant details about the performance security have been provided under **GCC Clause 5 under Section IV**.

34.2 The rates quoted and accepted will be binding on the bidder for full contract period of 18 Months from the date of signing of agreement and any increase in price will not be entertained till the completion of this contract period. However, contract can be extended by another 6 months by the approval of TIA, on the same terms and conditions and on the same rates

34.3 All supply orders shall be placed by the Ordering Authority (ies). All terms and conditions of supply order (s) shall be governed by the conditions of this tender document. Relevant details about the performance security have been provided under **GCC Clause 5 under Section IV**.

35 Issue of Contract

35.1 Promptly after notification of Rate Contract Award, the Tender Inviting Authority will mail the contract form (**as per Section XV**), to the successful bidder by registered / speed post/hand, which is to be signed by the selected bidder/ its authorized signatory.

35.2 Within 21 days from the date of the Notification of Rate Contract Award (**at GIT Clause 41**

above) , the successful bidder shall return the original copy of the contract, duly signed and dated, to the Tender Inviting Authority by registered / speed post/by hand.

36 Non-receipt of Performance Security and Contract by the Tender Inviting Authority/Ordering Authority

36.1 Failure of the successful bidder in providing performance security and / or returning contract copy duly signed in terms of **GIT clauses 41 and 42** above shall make the bidder liable for forfeiture of its EMD for particular item(s) and, also, for further actions by the Tender Inviting Authority against it as per the **GCC Clause 24**.

37 Return of E M D

37.1 The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest, whatsoever, in terms of **GIT Clause 19.6**.

38 Publication of Tender Result

38.1 The name and address of the successful bidder(s) receiving the contract(s) will be mentioned on the web site(s) of the Tender Inviting Authority.

39 Corrupt or Fraudulent Practices

39.1 It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “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 Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level].
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a “party” refers to a participant in the procurement process or contract execution).
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm/ company has engaged in corrupt or fraudulent or collusive practices in competing for, or in executing the contract.

40 Debarment Conditions:

Firms could be debarred by TIA for violating of any one or more of the following conditions for 2 years depending upon the severity of the matter:-

1. Delay in submitting valid agreement beyond prescribed no. of days.
2. Poor after sales services.
3. Delay in supply of ordered goods beyond prescribed no. of days in the bid document.
4. Collusion, coercive or fraudulent practice (s).
5. If it is found that firms/bidders have tried to mislead the corporation/purchaser, then also it could be debarred.
6. Any other violation of tender terms.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

(GCC)

1. Application

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

2. Use of contract documents and information

- 2.1 The supplier shall not, without the Tender Inviting Authority'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 Tender Inviting Authority 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.
- 2.2 Further, the supplier shall not, without the Tender Inviting Authority's prior written consent, make use of any document or information mentioned in **GCC sub-clause 2.1** above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in **GCC sub-clause 2.1** above shall remain the property of the Tender Inviting Authority and, if advised by the Tender Inviting Authority, all copies of all such documents shall be returned to the Tender Inviting Authority on completion of the supplier's performance and obligations under this contract.

3. Intellectual Property Rights

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, 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 Tender Inviting Authority, the Tender Inviting Authority 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 Tender Inviting Authority.

4. Country of Origin

- 4.1 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.
- 4.2 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.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 Within **Twenty one (21 days)** from date of the issue of intimation letter/ notification of award by the Tender Inviting Authority/Ordering Authority, the supplier, shall furnish performance security to the Tender Inviting Authority for an amount equal to **three percent (3%)** of the contract value, valid for a period up to 12 months from the date of award of RC/agreement.
- 5.2 The Performance security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee issued by a Scheduled commercial or nationalized bank in India, in the prescribed form as provided in **section XIV** of this document in favor of the TIA/Purchaser/Consignee. The validity of the Bank Guarantee will be for a period up to 12 months from the date of award of RC/agreement.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of Bank Guarantee for as per Proforma in **Section XIV**, the amount of the performance security is liable to be forfeited. The Purchaser/Consignee may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to **GCC sub – clause 5.2** above, the Purchaser / Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.
- 5.6 The performance bank guarantee is based on the estimated bid quantity. However ordered quantity may increase during the currency of contract. It shall be liability of the selected bidder to submit extra performance bank guarantee to the corporation if selected bidder gets greater quantity of orders than the estimated bid quantity.
- 5.7 Note:-For delayed submission of agreement by the selected bidders, penalty shall be imposed as follows:

S.No.	Total Delay Period in Submission of Agreement & PBG after issuing NOA / letter for correction (if any)	Penalty Amount to be deducted from EMD
1	From 01 to 07 Days	20% of EMD Value
2	From 08 to 14 Days	30% of EMD Value
3	From 15 to 21 Days	50% of EMD Value
4	From 22 to 30 Days	70% of EMD Value
5	After 30 Days	100% EMD will be forfeited and NOA may be deemed cancel and actions could be initiated as per tender terms & condition.

Important Note:-1. As EMD exemption is given to MSME/SSI firm, if they fail to deposit PBG and agreement within Twenty One (21) days from the date of the issue of intimation letter/ notification of award issued by the PT. KLSGACI, BHOPAL, then they may be debarred / blacklisted from participation from future PT. KLSGACI, BHOPAL tender for next 2 years.

6. Technical Specifications and Standards

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in „Technical Specification“ and „Quality Control Requirements“ under **Sections VII and VIII** of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:
Unless otherwise mentioned in the Technical Specification and Quality Control Requirements the following with indelible paint of proper quality:
- a. Contract number and date
 - b. Brief description of goods including quantity
 - c. Packing list reference number including relevant code numbers of the accessories
 - d. Country of origin of goods
 - e. Ordering Authority/consignee's name and full address including contact numbers and
 - f. Supplier's name and address including contact numbers

8. Terms of Delivery

- 8.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

9. Transportation of Goods

- 9.1 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the **SCC**, the supplier will arrange transportation of the ordered goods as per its own procedure.

- 9.2 Instructions for transportation of goods offered from abroad:

Not applicable

10. Insurance:

- 10.1 Unless otherwise instructed the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

11. Incidental services

- 11.1 Subject to the stipulation, if any, in the **SCC (Section – V)**, List of Requirements (**Section – VI**) and the Technical Specification (**Section – VII**), the supplier shall be required to perform the following services.
- a. Inform pre-requisite for installation & commissioning such as civil / electrical / miscellaneous requirement well in advance to the ordering authority.
 - b. Installation & commissioning, Supervision and Demonstration of the goods
 - c. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - d. Providing Standard Operating Procedure detailing operational guidelines, limitations, precautions, routine maintenance and Do's & Don'ts.
 - e. The supplier shall help in preparing a log-book.
 - f. Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
 - g. Supplying required number of operation & maintenance manual for the goods

12. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant dispatch documents well in time to the Tender Inviting Authority/Ordering Authority/Consignee to enable the Tender Inviting Authority/Ordering Authority/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the same to be followed in general for this purpose are as follows:

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement:

Within 48 hours of dispatch, the supplier shall notify the Tender Inviting Authority, Ordering Authority/consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract) keeping in view that the notification should reach the concerned authority not on a closed day/public holiday:

- (i) four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per **Section XVI** in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the Inspection agency;
- (v) Certificate of origin;
- (vi) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

- B) For goods imported from

abroad: Not applicable

13. Warranty and CMC

- 13.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless

prescribed otherwise by the Tender Inviting Authority in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Tender Inviting Authority's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 13.2 **The warranty shall remain valid for Three years (36 months)** from the date of installation & commissioning for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Tender Inviting Authority/Ordering Authority in terms of the contract, unless specified otherwise in the SCC.
- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Warranty will be inclusive of all accessories and Turnkey work
 - c. Replacement and repair will be under taken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 13.3 In case of any claim arising out of this warranty, the Tender Inviting Authority/Ordering Authority/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per **G.C.C clause number 15.2 above** irrespective of any other period mentioned elsewhere in the bidding documents.
- 13.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. If any part is required to be replaced, the defective equipment should be made functional within 72 hours from the time of breakdown call to the supplier. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority/Ordering Authority for such replaced parts/goods thereafter. The penalty clause for non- rectification will be applicable as per tender conditions.
- 13.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the Tender Inviting Authority.
- 13.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 72 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the Tender Inviting Authority may proceed to take such remedial action(s) as deemed fit by the Tender Inviting Authority/Ordering Authority , at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Tender Inviting Authority may have against the supplier.
- 13.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 4 months commencing from the date of the installation/commissioning for preventive maintenance of the goods and any no. of breakdown calls. The supplier shall also carry out calibration of equipment during warranty period as per manufacturer's guidelines.
- 13.8 The Supplier and the Warranty provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the Tender Inviting Authority for 10 years from the date of installation and handing over.

- 13.9 The Supplier and the Warranty Provider shall always accord most favored client status to the Tender Inviting Authority vis-à-vis to other Clients/Tender Inviting Authority of its equipment / machines / goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Tender Inviting Authority/Ordering Authority/Consignee.

14. Assignment

- 14.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

15. Modification of contract

- 15.1 If necessary, the Tender Inviting Authority may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the Tender Inviting Authority,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of dispatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

16. Prices

- 16.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract.

17. Taxes and Duties:-

(Note-Taxes will be applicable against DSIR Certificate at the time of Purchase order/Supply order)

- 17.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the Tender Inviting Authority/Ordering authority as per terms mentioned in this document. However, wherever Sales Tax is applicable, the same shall be paid as per governing rules of Government of Madhya Pradesh.

18. Terms and Mode of Payment

18.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

A) Payment for Domestic Goods Or Foreign Origin Located Within India:

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- a) On delivery and satisfactory installation: 100% payment of the contract price shall be paid on receipt of goods in good condition & satisfactory installation and upon the submission of the following documents:
 - (i) Four copies of supplier's invoice showing contract number, goods description, quantity unit price and total amount. In case of online uploading only one copy is

sufficient.

- (ii) Test certificate issued by In-house Quality control department;
- (iii) Consignee Receipt Certificate as per **Section XVI** in original issued by the authorized representative of the consignee;
- (iv) Two copies of packing list identifying contents of each package. In case of online uploading only one copy is sufficient.
- (v) Certificate of origin, only in case of imported goods.

B) Final Acceptance Certificate" (FAC) as per **Section XVII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC shall be issued by the designated consignee after installation, commissioning, testing and within two weeks of successful trial run of the equipment**

C) Payment of Imported Goods:

Not applicable.

D) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule or by Tender Inviting Authority and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the supplier.

19. Delay in the supplier's performance

- 19.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Tender Inviting Authority/Ordering Authority in the List of Requirements and as incorporated in the contract.
- 19.2 Subject to the provision under **GCC clause 26**, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) Termination of the contract for default.
- 19.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Tender Inviting Authority/Ordering Authority in writing about the same and its likely duration and make a request to the Tender Inviting Authority/Ordering Authority for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Tender Inviting Authority/Ordering Authority shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 19.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Tender Inviting Authority/Ordering Authority/Consignee for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Tender Inviting Authority.

20. Termination for default

- 20.1 The Tender Inviting Authority/Ordering Authority , without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/Ordering Authority), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/Ordering Authority.
- 20.2 Unless otherwise instructed by the Tender Inviting Authority/Ordering Authority, the supplier shall continue to perform the contract to the extent not terminated.

21. Termination for insolvency

- 21.1 If the supplier becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/Ordering Authority.

22. Governing language

- 22.1 The contract shall be written in English language following the provision as contained in **GIT clause 4**. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

23. Notices

- 23.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex 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.
- 23.2 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.

24. Resolution of disputes

- 24.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/Ordering Authority 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.
- 24.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the **SCC**, either the Tender Inviting Authority/Ordering Authority or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 24.3 All disputes arising out of tendering process shall be within the jurisdiction of High Court of Madhya Pradesh, principal seat at Jabalpur, India.
- 24.4 Arbitration proceedings shall be convened by a panel of three arbitrators, one arbitrator each shall be nominated by both the parties and the third arbitrator shall be appointed

with the mutual consultation and consent of both the arbitrators.

24.5 The award passed by the arbitrators shall be final and binding.

24.6 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhopal, Madhya Pradesh, India.

25. Applicable Law

25.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

26. General/ Miscellaneous Clauses

26.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/Warranty Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

26.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

26.3 The Supplier shall notify the Tender Inviting Authority/Ordering Authority /the Government of Madhya Pradesh of any material change would impact on performance of its obligations under this Contract.

26.4 Each member/constituent of the Supplier/Warranty Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/Ordering Authority/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

26.5 The Supplier/its Indian Agent/ Warranty Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.

26.6 The Supplier/its Agent/ Warranty Provider shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/Ordering Authority/Government of Madhya Pradesh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

26.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

27. Fall Clause

27.1 Attention of the bidder is invited to the higher/ lower price certificate (SECTION – XIX) and all the bidders shall have to abide by the terms strictly in accordance with those mentioned in that certificate. It must be distinctly understood that in case of supply to any institution / department at price lower than the quoted /contracted price within the period specified in the certificate shall immediately invite the reduction in the rates of the contract matching the elsewhere quoted lower rates.

27.2 Breach of any clause of the certificate shall be viewed seriously and action shall be taken against the success full bidder/ R.C Holder which may include forfeiture of E.M.D/Performance security or termination of the contract and disqualification from participating in future business.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

Warranty (GCC Clause 15)

Warranty : **3 years Warranty** for all the equipment & Items in Annexure-A

S No	Item Name	Warranty
2	Automatic Potentiometric Titrator	03 years
16	Dissolution test Apparatus with piston Pump Auto Sampler	03 years
17	Electrophoresis Unit	03 years
23	Microwave 28L	03 years

SECTION - VI

SCHEDULE OF REQUIREMENTS

Schedule	Equipment Name	Total Qty.
1	As per Annexure A	As per Annexure A

Part I : Quantity given in attached in Annex A is tentative. It may increase or decrease. Part II: Required Delivery Schedule:

(a) For Indigenous goods or for imported goods if supplied from India:

- 45 days from date of dispatch of Supply Order/Purchase Order (PO) through Registered Post/ Speed Post/ e-order to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Bidders may quote earliest delivery period). Installation and commissioning shall be done within 30 days of receipt of goods at site or within 30 days of handing over the site for installation, whichever is later.

Part III : Scope of Incidental Services:

- Installation, testing & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in **GCC Clause 13**

Part IV :

- Turnkey (if any) as per details in Technical Specification.

Part VI : Required Terms of Delivery and Destination.

(a) For Indigenous goods or for imported goods:

- At Consignee Site – As Specified in the List of Requirements Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery

Section – VII

Technical Specification

Schedule No. 1 -Ayush Equipments

Sr. No.	Description of Item /Accessory	Quantity	Refer-Annexure A for Specifications
	As per Annexure-A	As per Annexure-A	

Note: - Installation & training would be necessary wherever it is required (Depending upon training of the equipment).

Section – VIII

Bidder Information Form

(Proforma for equipment and quality control employed by the

manufacturer(s) Tender Reference No. :

Date of opening :

Time :

Name and address of the Bidder:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for

01 Name of the manufacturer

- a. Name of authorized signatory
- b. full postal address
- c. full address of the manufacturing premises
- d. telephone number
- e. E-mail & fax number

02 Expertise of Organization:

- Organization structure (e.g. service provider, wholesaler, trader, manufacturer) -
Years of company experience
- Areas of expertise of organization
- Current Licenses if any, and Permits (with dates, numbers and expiration dates)

03 Plant and machinery

details 04 Manufacturing

process details

05 Monthly (single shift) production capacity of goods quoted for

- a. normal
- b. maximum

06 Total annual turn-over (value in Rupees)

07 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

08 Quality Management System

09 Test certificate held

- a. International Quality Management System (QMS)
- b. type test
- c. BIS/ISO certification
- d. Compliance to US FDA 21 CFR
- e. Compliance to IEC60601

11. Financial data of the organization

- Audited Financial Statement (Turnover Information) for any Three Financial Years out of the previous Five Financial years.
- Bank name and address

12. Client Reference List:

- Please provide references such as customer details, tel. nos. etc. The bidder/supplier should provide the details at least 03 Government/Autonomous/Research Institute/Laboratory of State/National repute.

Name of client / customer:	Name/model of equipment supplied	Qty. installed	Contact person name, telephone and e-mail Id.
1.			
2.			
3.			

Signature and seal of the Bidder

Section – IX

Qualification Criteria

a. The Bidder should be

- (i) A Manufacturer in India or
- (ii) Indian subsidiary of foreign manufacturer or
- (iii) Importer of foreign manufacturer or
- (iv) Distributor/Dealer of manufacturer.

b. The Bidder should meet the following criteria:

- i.** It should have service support facilities in M.P. with qualified and trained engineers / technicians, spare parts, testing & calibration equipment etc. for providing installation, after- sales support during warranty period.
- ii.** In case, bidder is **an Manufacturer or Subsidiary of foreign manufacturer, it should have supplied and installed in last five years from the date of tender opening, at least 40% similar** equipment meeting major parameters of technical specifications, anywhere in India and which is functioning satisfactory at any Government/Semi Government or any Hospital /Medical college/End User Institute.
- iii.** In case, bidder is an authorized importer of a foreign manufacturer, it should have supplied and installed at **least 40% tendered quantity of similar equipment of same manufacturer in last five years** from the date of tender opening, anywhere in India of the same manufacturer and which is functioning satisfactory at any Government/Semi Government or any Hospital /Medical college/End User Institute..
- iv.** In case, bidder is a distributor/dealer of manufacturer, it should have supplied and installed at **least 30% tendered quantity of similar equipment of same manufacturer in last five years** from the date of tender opening, anywhere in India of the same manufacturer and which is functioning at **any Government /Semi Government or any Hospital /Medical college/ End User Institute.**

1. In support of b.(i), the Bidder shall furnish details of service support facilities in India, including addresses of such service support facilities, brief profile of engineers / technicians, list of spare parts, testing & calibration equipment etc. currently available.
2. In support of b.(ii) and (iii), and (iv) the Bidder shall furnish Performance statement in the enclosed Performa „A“, which shall include Satisfactory Performance Certificate issued by respective Purchasers / users of such equipment in respect of supplies made.
3. Notwithstanding anything stated above, the Tender Inviting Authority 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 Tender Inviting Authority.
4. The Tender Inviting Authority reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the Tender Inviting Authority for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA „A“ PROFORMA FOR PERFORMANCE STATEMENT

(On Non – judicial stamp paper of Rs 500 duly attested by notary
public)

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Bidder : _____

Name and address of the manufacturer : _____

Order placed by (full address, tel.& e-mail of Tender Inviting Authority/Or dering Authority)*	Order number and date	Description and quantity of ordered goods and services	Order Quanti ty	Make and Model*	Value of order (Rs.) to be indicat ed	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
						As per contract	Actual		
1	2	3	4	5	6	7	8	9	10

Note: Above format should be filled item wise separately for each item quoted by bidder in the tender. All columns must be filled as this would be seen during evaluation.

*** I/We do hereby solemnly declare and affirm that Details of Purchase order submitted in Above Performance Statement and online bid is/are directly to end user institution and is/are not Business-to-business (Dealer to Dealer/ Manufacturer to Dealer) and is/are as per qualification criteria (Section – IX)**

Signature and seal of the Bidder

****The documentary proof will be copies of Purchase Orders/Supporting Invoices/End user certificates etc. (as detailed in the above format) from the consignee/end user with cross-reference of order no. and date along with a self-certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited or TIA reserve the right to debarring /banned/blacklisting/ Subject to legal/Criminal action as per IPC (Indian Penal Code).**

Section – X

TENDER FORM

Date _____

To,
Chief Executive Officer,
Pt. Khushilal Sharma Government (Autonomous)
Ayurveda College & Institute, Bhopal, Science Hills,
Behind MANIT, Bhopal (M.P.) 462003

Ref. Your Tender Ref. No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver goods as per table below and in conformity with your above referred document for the amount as mentioned in our price bid which has been submitted online:

Schedule No.	Name of the item quoted	Make (Name of the manufacturer)	Model	Country of Origin

If our tender is accepted, we undertake to supply the goods in required quantity and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements and also accepts all conditions of the tender document. We also understand that this is an rate contract and purchase order quantities may increase or decrease and sometimes could be nil too. In case of purchase quantity is less/more than the tender quantity, we shall have no objection and will abide by all tender conditions.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of **GCC clause 5**, read with modification, if any, in **Section - V** – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the **GIT clause 20**, read with modification, if any in **Section - III** – “Special Instructions to Bidders” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document,

Including amendment/ corrigendum if any

Signature with date
(Name and designation) Duly
authorized to sign tender for and on
behalf of

**Pt. Khushilal Sharma Government (Autonomous) Ayurveda
College & Institute, Bhopal**

SECTION – XI

(A) PRICE SCHEDULE-Online Only in BOQ

Section – XII

MANUFACTURER'S AUTHORISATION FORM

To,
Chief Executive Officer
Pt. Khushilal Sharma Government (Autonomous) Ayurveda
College & Institute, Bhopal, Science Hills, Behind MANIT,
Bhopal (M.P.) 462003

Dear Sirs,
Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable
manufacturers
of _____ (name and description of the goods offered in the tender) having
factories at _____, hereby authorize Messrs _____ (name and address of the
agent) to submit a tender, process the same further and enter into a contract with you against your
requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this Tender for the following reasons:
_____) (please provide reason(s) here)

We further confirm that no supplier or firm or individual other than Messrs. _____
(name and address of the above agent) is authorized to submit a tender, process the same further
and enter into a contract with you against your requirement as contained in the above referred TE
documents for the above goods manufactured by us.

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on
the
authorized dealer / distributor/ Importer. (please indicate)

We also confirm that the price quoted **by our dealer / distributor/ Importer** shall not exceed the price
which we would have quoted directly. **(please indicate)**

Yours faithfully, [Signature with
date, name and designation]

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

Note:

1) *Manufacturer's Authorization Form—to be issued by original equipment manufacturer .In case of Foreign
Manufacturer, Manufacturer's Authorization Form can be issued by Indian Subsidiary. (Authorization from authorized
importer/subletting authorization is not allowed.)*

2) *This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person
competent and having the power of attorney to legally bind the manufacturer. (The MAF should be as per format given
in tender document.)*

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
Chief Executive Officer,
**Pt. Khushilal Sharma Government (Autonomous) Ayurveda
College & Institute, Bhopal, Science Hills, Behind MANIT,
Bhopal (M.P.) 462003**

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of NOA no _____ dated _____ to supply goods /services, as mentioned in above NOA, (herein after called “the contract”).

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

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

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

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

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

This guarantee shall be valid up to _____ years..... months..... (as mentioned in NOA) i.e. up-to (Indicated date)

.....
(Signature with date of the authorized officer
of the Bank)
.....
Name and designation of the officer
.....
.....

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

SECTION – XV

CONTRACT FORM - A

CONTRACT FORM FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING INCLUDING WARRANTY SERVICES OF GOODS (AS APPLICABLE FOR THE ITEM)

Contract No: _____

dated: _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Tender Inviting Authority's TE document No _____ dated _____ and subsequent Amendment No __, dated _____ (if any), issued by the Tender Inviting Authority
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Bidder Information Form;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorization Form (if applicable for this tender);
- (ix) Tender Inviting Authority's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – „General Instructions to Bidders“ of the Tender Inviting Authority's TE document shall also apply to this contract.

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

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____ Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control

- (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
- (b) Designation and address of Tender Inviting Authority's inspecting officer

- (v) Destination and dispatch instructions
- (vi) Consignee, including port consignee, if any
 - 1. Warranty clause
 - 2. Payment terms
 - 3. Paying authority

**(Signature, name and address
of the Tender Inviting Authority's authorized
official) For and on behalf of** _____

Received and accepted this contract

Signature, name and address of the supplier's
executive duly authorized to sign on behalf of the
supplier)

For and on behalf of _____ (Name and address of the supplier)

Seal of the supplier)

Date: _____

Place: _____

SECTION – XVI
CONSIGNEE RECEIPT CERTIFICATE

**(To be given by consignee's authorized representative or by duly authorized person
of Ordering Authority/TIA)**

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

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with telephone
No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized
Representative of Consignee : _____
- 8) Signature of Authorized Representative of
Consignee with date : _____
- 9) Seal of the Consignee : _____

SECTION – XVII

Performa of Final Acceptance Certificate by the Consignee

No _____

Date _____

To,

M/s _____

Subject: Certificate of installation of equipment

01. This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

(a) Contract No _____ dated _____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) nos.: _____

(d) Quantity: _____

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____
dated _____

(f) Name of the vessel/Transporters: _____

(g) Name of the Consignee: _____

(h) Date of commissioning and proving test: _____

02. Details of accessories/spares not yet supplied and recoveries to be made on that account.

S.No.	Description of Item	Quantity	Amount to be recovered
1			

- a. The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
- b. The supplier has successfully demonstrated the working of the equipment.
- c. The supplier has provided training to the operating staff
- d. The supplier has also provided Standard operating Procedure for operational guidelines, precautions, limitations including preliminary maintenance instructions

e. The supplier has fulfilled its contractual obligations satisfactorily ##

OR

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

- a. He has not adhered to the time schedule specified in the contract in dispatching the documents / drawings pursuant to „Technical Specifications“.
- b. He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Tender Inviting Authority/Ordering Authority in respect of the installation of the equipment(s)/plant(s).
- c. The supplier, as specified in the contract, has not done training of personnel.
- d. The item..... is entered in stock register no.....on date.....
page no.....against invoice
no.....dated.....
at.....
(complete address of institution)

Signature of Institution Head Name

Designation with stamp

SECTION – XVIII
CHECK LIST FOR THE
BIDDERS

Name of Bidder:

Name of Manufacturer/Indian Subsidiary/Direct Importer –As applicable: (Please indicate)

COVER- A. (Mandatorily to be uploaded in the Technical bid.)

S.No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Enclosed List of items quoted with EMD of required amount for the quoted schedule(s)?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Have you kept validity of 180 days from the Techno Commercial Tender Opening date as per the TE document?			
4.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
5.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
6.	Have you fully accepted payment terms as per TE document?			
7.	Have you fully accepted delivery period as per TE document?			
8.	Have you accepted conditions stipulated in GCC Clause 15?			
9.	Have you submitted the certificate of Incorporation?			
10.	Have you accepted the warranty and CMC as per TE document?			
11.	Have you accepted terms and conditions of TE document?			
12.	Have you furnished documents establishing your eligibility & qualification criteria as per Tender Documents?			
13.	Have you submitted Bidder Information Form details along with turnover and production capacity of manufacturer?			
14.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			

S.No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
15	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
16	Have you uploaded quoted equipment catalogue/brochure indicating equipment's technical specifications?			
17	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of Tender Document with last five year details			
18	Have you submitted copy of the order(s) and end user certificate?			
19	If you are an Authorized Importer or Dealer/Distributor, have you submitted Manufacturer's Authorization Form as per proforma at Section XII			
20	Have you provided standard specifications of all consumables in sufficient details to run the machine as per clause GCC 12.1 (a)?			
21	Higher Price/Lower Price Certificate as per section XX			
22	In case of Indian subsidiary, share holding pattern of Parent company & subsidiary company.			
23	In case of Importer, Valid Import & Export Certificate will be provided.			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)
(Full name, designation & address
Of the person duly authorized
Sign on behalf of the Bidder)
For and on behalf of
(Name, address and stamp of the tendering firm)

Section XIX MANDATE FORM

01	Bidder's Name	
02	Postal Address of the company with Telephone No., Fax No. and Mail I.D.	
03	Name of the Chief Executive Officer /Director / Manager Mobile No. / Phone No. E-mail I.D.	
04	Name and Designation of the authorized company official Mobile No. E-mail ID	
05	Bidders TIN No.	
06	Bidders GST Registration No.	

Date:

Company Seal Signature

Place:

(Name of the person signing & designation)

01	Name of the Bank. Branch Name& address. Branch Code No. Branch Manager Mobile No. Branch Telephone no. Branch E-mail ID	
02	9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.	
03	IFSC code of the Branch	
04	Type of Account (Current / Savings).	
05	Account Number (as appear in cheque book)	

(in lieu of the bank certificate to be obtained, please **attach the original cancelled cheque** issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Director Medical Services, (Incharge Procurement) on behalf of Govt. of Madhya Pradesh responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a bidder /successful bidder.

Date:

Company Seal Signature

Place:

(Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address.

Signature of the authorized
Official of the bank.

Section XX

(On the letter head of the bidder-)

Higher Price/ Lower price Certificate

1. I/We _____ hereby certify that the prices quoted by us in tender No. _____ are not higher than the prices:
 - (a) Charged by us to wholesaler or for institutional supplies:
2. I/We further certify that I/We have not supplied or quoted for any item in Tender No. _____ at prices lower than those quoted for the relevant item to any Government/Semi Government /Public/Charitable Trust Organization/ Institution within the period of 180 days preceding the last date of submission of the tender.
3. I/We hereby undertake that I/We will not supply or quote for any item quoted in Tender No. _____ at price lower than those quoted for the relevant item to any Government / Semi Government / Public/ Charitable Trust origination / Institution within the period of validity of the offer/ rate contract.
4. I/We also undertake to bring to the attention of the Director any incidence of breach of any the above paragraphs within 30 days from the occurrence of the breach and further to refund/ reimburse the difference which may arise due to breach of any of the above paragraphs and I/We also understand that the decision of the Chief Executive Officer PT. KLSGACI, BHOPAL with regards to the determination of quantum payable shall be final and binding.

Date

Signature and stamp of Tendered

Section XXI

(On the letter head of the bidder)

List Of Items Quoted with EMD

To,
Chief Executive Officer,
Pt. Khushilal Sharma Government (Autonomous)
Ayurveda College & Institute, Bhopal,
Science Hills, Behind MANIT, Bhopal (M.P.) 462003

Ref. Your Tender Ref. No. _____ dated _____

We offer to supply and deliver goods as per table below and in conformity with your above referred document for the amount as mentioned in our price bid which has been submitted online:

S.NO.	NAME OF EQUIPMENT	Qty.	EMD	Quoted/Not Quoted (Y/N)	EMD submitted
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
Total					

Signature with date
(Name and designation) Duly authorized to sign
tender for and on behalf of

Section XXII

(On the letter head of the bidder)

Proforma for Technical Compliance

S.No.	Tender Technical Specifications Clause by Clause (Including Prebid Amendment)	Compliance Statement-Yes/No	Specify the deviations (If any)	Reference Page Number of Brochure/catalogue/technical data sheet
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Declaration-In case of bidder Compliance Statement not in "Yes/No" format, Bid may be consider as non-responsive for that item.

Signature with date
(Name and designation) Duly authorized to sign
tender for and on behalf of

Section XXIII

Affidavit

(To be furnished by the bidder)

(On Non – judicial stamp paper of Rs. 500 duly attested by notary public)

I, _____ Son/Daughter/Wife of Shri _____ resident of _____
_____ **Proprietor /Director /Partner /Authorized signatory** of the agency /Firm /
Company (M/s _____), accepts all conditions of the Tender including amendments/corrigendum
subsequently issued by the Tender Inviting authority, if any. Further I/we confirm our eligibility for this tender
and all items quoted as per the tender condition, specification and Governing laws of India.

1. I/we, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that M/s..... have not been deregistered/banned/debarred/blacklisted by Government of Madhya Pradesh, Public sector Enterprises or any other State Government, or Government of India for any work on the date of Technical Bid Opening.
3. The undersigned further certifies that
 - a. Our M/s.....has not been punished for any offence and
 - b. Our M/s.....have/has neither been convicted of any offence nor any criminal case(s) are pending competent Court(s) of India that affect Contractual obligation of this Bid
 - c. Our M/s.....do not have Unsatisfactory performance from any Tender Inviting Authority or by any State Government or its organizations by Govt. of India till the time of technical bid opening. If found, the bid shall be made non-responsive and shall be rejected at any stage of tender.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Pt. Khushilal Sharma Government (Autonomous) Ayurveda College & Institute, Bhopal M.P. to verify this statement or regarding competence and general reputation of M/s.....
5. I/We further undertake that our firm/company is fulfilling “Section-IX (Qualification Criteria), Section-X (Tender Form), Section – XII (Manufacturer's Authorization Form), Section-XXII (Proforma for Technical Compliance) and Performa „A” (Proforma for Performance Statement)” of the tender document. I/We confirm that details provided in Section-IX (Qualification Criteria), Section-X (Tender Form), Section – XII (Manufacturer's Authorization Form), Section-XXII (Proforma for Technical Compliance) and Performa „A” (Proforma for Performance Statement & Purchase order submitted in online bid is/are directly to end user institution and is/are not Business-to-business (Dealer to Dealer/ Manufacturer to Dealer) . If at any time any discrepancy is found relating to Qualification Criteria as per section-IX and detail in Performa „A” of the tender document, this may lead to termination of contract and/or any other action deemed fit by the TIA. TIA reserve the right to deregister/ban/debar/blacklist Subject to legal/Criminal action as per IPC (Indian Penal Code).
6. We M/s _____ hereby declare that we shall submit all Query/complaints/ grievances to PT. KLSGACI, BHOPAL within the stipulated time only. Further we acknowledge that PT. KLSGACI, BHOPAL reserves the right not to act on any query/complaints/ grievances after the time frame.
7. We M/s _____ hereby declare that we shall submit all clarification to PT. KLSGACI, BHOPAL through online portal within the stipulated time only as declared on the website and/or online portal. Further we acknowledge that PT. KLSGACI, BHOPAL reserves the right not to consider any clarifications documents after the time frame or not made through online portal.

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Signed by an authorized person of Firm.
Title of Officer Name and Address of the Firm