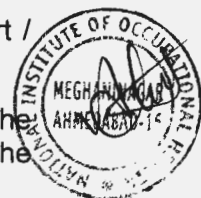


Terms and Conditions of Tender:

1. The bidders should mandatorily sign on every page of the Tender Document, which would show their unconditional acceptance of all the terms and conditions of the Tender Document.
2. The Director, ICMR-NIOH reserves the right to modify the quantity specified in this enquiry.
3. In case of foreign make laboratory equipment, the bid must be submitted only on FOB/FCA/EXW rates in foreign currency, while if the same is Indian made, then quotation must be submitted on FOR, Site in INR only. In cases of FOR quotations, rates quoted should be free delivery at destination including all charges otherwise the quotation is likely to be rejected. Prices quoted for free delivery at destination will be given preference. If there is no indication regarding the FOR, in the quotation, then it will be considered as FOR destinations.
4. If the bidder submits the quotation on FOB/FCA/EXW basis with waiver of carriage and insurance, then only the contract would be made on CIF/CIP basis. However, in that case, any damage or loss of shipment will be on account of supplier/beneficiary only.
5. ICMR-NIOH (and its both centres) is registered with DSIR for availing Customs Duty exemption in terms of Govt. of India notification 51/96–Customs dated 23.7.1996 and Central Excise Duty exemption in terms of Govt. of India notification No.10/97-Central Excise dated 01.03.1997 as amended from time to time. Therefore, quotations must be submitted accordingly.
6. The Agency commission to be paid to the Indian Agent, if any, may be quoted separately in Indian Rupees.
7. The price should be including installation, commissioning / testing charges etc. at site at ICMR-NIOH, Ahmedabad / ROHC(S), Bangalore / ROHC(E), Kolkata.
8. Following information must be provided / furnished for payment purpose:
 - (i) The Name & Address of the Company (principal and local distributor both) with phone / fax / email etc.
 - (ii) Bank and Account Details.
 - (iii) Country of Manufacturing / Origin of goods.
 - (iv) Country / Port of Shipment (for opening the Letter of Credit / Wire Transfer / FDD etc.).
 - (v) Mode of Shipment (By Air / Sea etc. to be clearly indicated)
 - (vi) Net Weight of the Equipment and Gross Dimensions after Packing (with number of packages).
9. Separate Demand Drafts / Pay Orders for Tender Fee and EMD must be drawn in favour of the Director, NIOH, payable at Ahmedabad, which must be enclosed along with Technical Bid only.
10. Tenders received without Tender Fee / EMD will not be entertained and be rejected. However, companies/firms having a valid registration with NSIC are exempted from submitting Tender Fee & EMD, against the supportive and valid NSIC registration certificate. If validity of NSIC certificate submitted with tender reaches its expiry/validity date before the tender is finalized, it will be the duty/responsibility of the company/firm to submit the renewed certificate for registration with NSIC. No demand/follow up will be made by this institute asking to submit the renewed certificate. In absence of such certificate the tender will be rejected.
11. Kindly submit the tender in Double Bid System of Tender, i.e. the Technical Bid and Commercial Bid each in separate sealed cover and both covers put together in another cover, which must also be sealed.
12. The Technical bid is required to be submitted in our Proforma of Tender Document (i.e. as per Point-wise Technical Specifications provided with tender document) only, failing which the said Tender will not be considered and rejected.



13. Optional accessories/parts/spares offered by the company, if any, must be quoted separately. Such items must not be included in the price of main equipment. Only essential accessories / parts / spares as per Technical Specifications must be quoted along with the main equipment.
14. Letter of Credit will be established in favour of the Principal for payment. Once the LC is established, any amendment, if chargeable by the bank will be reimbursable by the beneficiary/local agent. In case of payment through Wire Transfer / Foreign Demand Draft would be made 100% on receipt of goods/installation of equipments/spares/parts.
15. Payment in case of INR would be made by Cheque / ECS / PFMS, in full on receipt and installation/demonstration of equipments/spares/parts.
16. All Bidders should mandatorily give their current PAN Card No., TDS& other Bank A/c details to enable the office for releasing the dues via e-payment basis.
17. The price should be valid for minimum 120 days from the date of Proforma Invoice / Quotation.
18. The delivery of equipment should be made within 45 days from the date of placement of order/establishment of Letter of Credit. Institute does not allow any part shipment.
19. Bank charges will be borne by the beneficiary party only.
20. Copy of the specification should be attached with technical bid.
21. A list of customers/clients to whom the same make equipment/model/spare has been supplied by the company during last 3 years should be provided. Preferably the list of clients from any ICMR Institute, Central/State Govt., any Autonomous Body, Govt. Enterprise, Govt. Hospitals, Govt. Colleges/University Departments etc. Copies of supply orders and contact details of those customers should also be given.
22. Warranty & Annual Maintenance Contract (AMC) :
 - (i) The offer should include at least 01 Year Warranty for equipment free of cost.
 - (ii) Number of preventive and breakdown visits during free warranty must be mentioned.
 - (iii) A schedule for AMC Charges for a period of minimum 10 years after warranty period must be attached with Price Bid.
 - (iv) Bidders may submit their offer for 02-05 Years Comprehensive, which will start after expiry of Standard Warranty.
 - (v) Number of preventive and breakdown visits during AMC/CMC period must be mentioned.
23. The guarantee/ warrantee will start from the date of installation. All guarantee/ warranty services should be attended within a maximum limit of 15 days, failing which, proportionate, deductions from the security deposit may be made at the discretion of the Institute.
24. The firm/company should give an undertaking to provide services and make the spares/parts available, to maintain the equipment for a minimum period of 10 years.
25. Also please quote maximum discount on price list rates of all spares/parts /consumables/kits for 10 years.
26. The firm / company supplying the equipment is bound to submit Bank Guarantee for Performance Security in the prescribed proforma equivalent to 10% of the FOB / Purchase Cost value of the order, which must be valid upto at least 60 days beyond the warranty period of the equipment. That BG will be retained by the Institute till its expiry date.
27. The duration of warranty period will start from the date of proper, complete and successful installation and demonstration of the equipment and also on submission of end user's satisfactory report.
28. The maximum response time should also be specified in consultation with the Expert / Technical Committee.
29. 0.1% of FOB / Purchase Cost as penalty per week till the warranty period, if the instrument remains in non working condition for more than 18 days. When the equipment



is under warranty / comprehensive maintenance, it would be the responsibility of the manufacturer / dealer / agent to procure spare parts and the Institute will not incur any expense on duty, octroi, any other taxes or handling charges.

30. Payment of GST/CST/ST is primarily the responsibility of the seller and will not be paid unless the percentage value is clearly mentioned in the quotations. If no indication regarding GST/CST/ST is recorded in the quotation, the GST/CST/ST will be considered as included.
31. If the deliveries are not maintained and due to that account Procuring Entity is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
32. Complete details and ISI specification if any must accompany the quotation. Make/brand of the item shall be stated wherever applicable. If bidder has got any counter offer as suitable to the material required by ICMR-NIOH/its centres, the same may be shown separately.
33. The detailed circuit diagram along with trouble shooting procedure and operational manual would be provided to the Institute/Centre along with the equipment. Company should also furnish related documents like brochure / catalogue, specifications, technical literature, brand name, model and make etc.
34. Bidder should also submit authorization letter / dealership certificate / manufacturing company registration certificate / product certification / agency certificate. Certificate for the manufacturer/ manufacturing firm should be enclosed if the rates are quoted by the Dealers/Agents, failing which the quotation shall not be considered.
35. The selected tenderers must complete the supply/ installation/ demonstration immediately and not later than 45 (forty five) days from the date of the supply order due to time factor or the said orders shall be treated as cancelled and no further correspondence will be entertained.
36. The supplier firm must provide the onside-onsite free training to the users.
37. Pre-Installation requirement of the Equipment should be mentioned (if any).
38. Institute does not make any payment of goods supplied on the basis of photo copies/email copies of Invoice/Bills provided. For payment purpose, only original and duly stamped & signed Invoice/Bill will be considered.
39. "Tender Opening Date / Time" (as mentioned on CPP Portal and/or ICMR-NIOH Website) is tentative and may change.
40. The Director, ICMR-NIOH reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.
41. Legal jurisdiction for all disputes shall be within the purview of the court at Ahmedabad City.
42. Supply Locations of Laboratories of NIOH and Its Centres:
 - (i) The Director, ICMR-National Institute of Occupational Health,
Nr. Raksha Shakti University, Meghaninagar, Ahmedabad-380016.
Ph. : 079-22686351, 22686359, Fax:079-22686110.
 - (ii) The Officer In-Charge, Regional Occupational Health (Southern),
Nirmal Bhavan Complex, Poojanahalli Road, Off. N.H. 7, Nr. Bangalore International Airport Triumphet, Kannamangala Post, Bangalore-562110.
Ph. : 080-22172500, Fax:080-22172502.
 - (iii) The Officer In-Charge, Regional Occupational Health Centre (Eastern),
Block – DP – 1, Sector-V, BidhanNagar(Salt Lake city),Kolkata – 700091.
Ph. : 033-23674390, 23674955, 23673262, Fax:033-23676683.



(To be Attached with Technical Bid Only)

UNDERTAKING

(On bidder's letter head)

I / we engage to supply the material(s) to your office and comply the following:

1. Tender schedule and technical specification indicated.
2. Item/tender specific conditions for this tender.
3. Terms and conditions as provided by NIOH, Ahmedabad.
4. I/we confirm that set off for the ED, VAT, GST etc. paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under GST/VAT, etc.
5. This offer is valid for 120 (one hundred twenty) days from the date of Proforma Invoice / Quotation.
6. That we have not been debarred or blacklisted by any Government/Undertaking.
7. That the rates quoted are not higher than the rates quoted for same item to any Central or State Government / Govt. Undertaking / Govt. University.
8. That we are bound to meet all obligations with regard to Warranty as quoted in the quotation.
9. That the product quoted is not of inferior quality and meets required standards.
10. That the consumables/parts/spares will be available in the market for a period of minimum 10 years.
11. Discount will be given on any future purchase of spares / parts / consumables of equipment at the rate quoted in the bid.
12. Onsite training will be given to the user staff/scientists at the time of installation / demonstration.
13. Necessary preventive and breakdown visits from time to time as per quotation will be made by experience engineer of the company during warranty / AMC / CMC without fail.
14. If required by the scientists/user staff, the breakdown call visits will be made by experience engineer of the company immediately.
15. That the bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Date : _____ Name of Authorized Signatory : _____

Place : _____ Designation of Authorized Signatory : _____

Signature with Stamp / Seal of the Company

(To be Attached with Technical Bid Only)**Table-1 : About Company, Clients, EMD & Product**

Sr.	Particulars	Description / Annexure
1	Country of Origin	
2	Country/Port of Shipment	
3.	Mode of Shipment (Air/Sea/Road/Railways)	
4.	EMD Details	
5	If exempted from EMD, then details of valid NSIC Certificate	
6	Technical Compliance Sheet	
7	List of Govt. Offices / ICMR Institutes / Govt.Hospitals / Govt. Universities, to whom the same make equipment / model / spare has been supplied during last 3 years and copies of supply orders and contact details of those customers.	
8	General Details of Principal Company Address: Phone & Fax: Email : Website :	
9	Bank Details of Principal Company A/c. Name : Bank & Branch : Address with Phone, Fax & Email : Account No. IFSC : SWIFT : IBAN :	
10	General Details of Local Office / Authorized Dealer Name : Address: Phone & Fax: Email : Website :	

11	<p>Bank Details of Local Office / Authorized Dealer</p> <p>A/c. Name :</p> <p>Bank & Branch :</p> <p>Address with Phone, Fax & Email :</p> <p>Account No.</p> <p>IFSC :</p> <p>SWIFT :</p> <p>IBAN :</p>	
12	<p>In case of Authorized Dealer / Distributor, a letter of authorization from principal company</p>	
13	<p>Whether spares and consumables will be available for a period of minimum 10 years? Undertaking is to be submitted by the company.</p>	
14	<p>Contact details of executive / administrative / marketing personnel from local office/dealer</p> <p>Name : Ms./Mr.</p> <p>Address:</p> <p>Phone & Fax :</p> <p>Email :</p> <p>Website :</p>	
15	<p>Contact details of technical person / company's engineer from local office/dealer</p> <p>Name :</p> <p>Address:</p> <p>Phone & Fax:</p> <p>Email :</p> <p>Website :</p>	

Authorized Sign. with Stamp

(To be Attached with Price Bid Only)
Table-2 : Installation, Warranty & Supply of Parts / Spares

Sr.	Particulars	Description / Annexure
1	Free Warranty Details	
2	Number of Preventive Maintenance Visits per year during FREE Warranty	
3.	Discount to be offered by the company on the spares / parts / consumables / attachments etc. for the period of minimum 10 years after supply of equipment.	
4.	Whether the charges for Installation, Commissioning and testing at NIOH, Ahmedabad, ROHC(E), Kolkata or ROHC(S), Bangalore are included in the price?	

Authorized Sign. with Stamp

(To be Attached with Price Bid Only)
Table-3 : AMC / CMC / Non-CMC Details

Sr.	Particulars	Description / Annexure
1	Year wise AMC / Non CMC details / breakup for 10 years (after free warranty)	1 st Year 2 nd Year 3 rd Year 4 th Year 5 th Year 6 th Year 7 th Year 8 th Year 9 th Year 10 th Year
2	Year wise CMC details / breakup for 10 years (after free warranty)	1 st Year 2 nd Year 3 rd Year 4 th Year 5 th Year 6 th Year 7 th Year 8 th Year 9 th Year 10 th Year
3.	Number of Preventive Maintenance Visits per year during AMC / CMC	
4.	Number of Free Breakdown Maintenance Visits per year during AMC / CMC	

Authorized Sign. with Stamp