

Terms & Conditions

The tender for the above item has to be submitted in a separate cover superscribed with Bid & item No. and tender for supply of Equipment Due on **25th November, 2010 at 4 p.m.** have to be addressed and sent to the Director, NRIADD, 4- CN Block, Sector –V, Bidhannagar, Kolkata-700091. The sealed tender will be opened on 25th November, 2010.

1. The equipments are of Double bid system. Hence, Technical and price Bid valid for four months is invited. Both tenders, one containing the Technical offer and the other price offer has to be submitted separately in a different cover super scribing Price Bid & Technical Bid for supply of The Technical Bid received after the date and time fixed for its receipt will be rejected. The Price Bids will be opened only after technical evaluation of the offer is done.
2. The EMD amount in this respect may be enclosed along-with the Technical Bid and mention the Demand Draft Number, date and amount in the Price Bid.
3. The Period of warranty towards supply equipment along with the accessories mentioned in the confirmed order should be for a maximum period of 5 years, the supplier warranty period starts from the date after the equipment is put into service at this Institute.
4. No tenders will be accepted unless accompanied by a crossed account payee Bank Demand Draft only as mentioned above towards Earnest Money Deposit (has to be enclosed separately for each item), drawn in the favour of the Director, NRIADD, Kolkata. The deposit of successful tenderer will be refunded only after completion of the contract and that of unsuccessful tenderers after the finalization of the tenders. The EMD amount shall not bear any interest.
5. The tender documents are not transferable. The original and complete tender form must be signed and stamped.
6. Each page of tender should be numbered and signed by the bidder with the seal of the firm.
7. Telegraphic/ Telex/ Fax and letterhead quotations are not acceptable and will be ignored.
8. Furnishing of wrong information and false documents will make the Bidder ineligible for bidding and liable to be debarred / blacklisted from participation in Tender Inquiries/Open Tender.
9. Correspondence: No further correspondence shall be entertained after opening of the Tenders.

10. It shall be presumed that the terms & conditions mentioned in the tender document have read understood and duly accepted entirely. The Bidder shall have no right to modify/ alter / amend/ delete any terms/ conditions mentioned in tender document.
11. NRIADD, Kolkata takes no responsibility for delay, loss or non-receipt of the tender documents sent by post either way.
12. The rates should be quoted separately for each article according to the unit asked for together with manufactures name, License number, name of the brand/make. No tender for the supply of 'article at the current market rate' will be accepted and no tender in which the rate quoted in for the unit other than one asked for will be considered. The rate should be quoted only for the brand/make whichever is specified.
13. No person making a tender shall be allowed at any time on any account whatsoever, any claim for revision or modification of the rates quoted by them. No clerical error, typographical error will considered after opening of the tender. Conditions such subject to the availability of stocks, supplies will be made as and when supplies received from the principals etc., will not be considered under any circumstances.
14. The quotation should be typewritten, every correction in the tender should invariably to be initialed by the tenderer, failing which, the tender will be rejected.
15. The tenderers should specify the minimum period required for arranging shipment/supply from the date of receipt of firm order/supply contract... further extension of time will not be provided for supply than the maximum time indicated in the tender by the supplier after firm orders are placed by NRIADD, Kolkata.
16. Each tender must contain not only the rates for the main item of the tender but also the rates for spare parts that are compulsorily supplied with the main equipment. No part is made to be optional, all parts should be quoted. The aggregate value of the entire tender with all parts required should be mentioned, failing which, the tender is liable to be rejected. The Director reserves the right of ordering not ordering any of the quoted rate. The rates quoted should be inclusive of transportation, delivery of the equipment at the Institute premises, installation and commissioning.
17. The successful tenderer should enter into an agreement with the Head of Institute (stamp duty of to be paid by the tenderer) within FIVE days on receipt of the intimation about the acceptance of their rates of the item tendered by them to the effect that the equipment in question will be supplied in good working condition and the necessary repairs if any will be carried out by the supplier of the unit with the required spare parts free of cost during the guarantee period and after the guarantee period at reasonable charges when called for and given and undertaking to the effect that the equipment will not be allowed to be idle for want of repairs, spare parts etc.,. The successful tenderer should furnish a bank

guarantee from a Nationalized bank to the extent of 10% of the total FOB value, valid for 60 days beyond the completion for the warranty period of the equipment, NOTE: Bank Guarantee from the Nationalized bank only be accepted.

18. In case of imported equipment, payment to the Indian agents will made only after satisfactory installation and demonstration of the equipments.
19. The loss to NRIADD, Kolkata if any incurred on account of purchase made elsewhere or by failure, neglect or refusal on the part of the tenderers to supply according to the terms of agreement, will be recovered from them. If any article or things supplied by the tenderer have been partially or wholly used or consumed in the hospital/ laboratory and they are subsequently found to be in bad condition unsound, inferior in quality or description not in accordance with samples or otherwise faulty or unit for use, the wholesome of the contract price or price of such articles or things will be recovered from the tenderers. The tenderer will not be entitled for any payment whatsoever, for such articles for infringements of the stipulation of the conditions or for justifiable reasons the contract may be terminated by the Director and the tenderer shall be liable for losses sustained by the NRIADD on the consequences of the termination which may be recovered from the EMD/Bank Guarantee or from their invoices become due to them. In the event of such amount being insufficient, the balance will be recovered personally from the tenderer.
20. All the tenderers should furnish a declaration in the format, which should form a part of tender enclosed documents. Tenders receipt without the declaration will not be considered.
21. The tenderers should also quote their rates towards regular servicing/maintenance duly mentioning the number of visits per annum after the guarantee/warranty period (during the period of servicing/maintenance, replacement of defective parts is to be done free of cost) is over.
22. The tenderers should supply the circuit diagram and instruction manual of the equipment/s in question at the time of supply of the equipment. Electrical circuit diagram also should be supplied.
23. Necessary training/instruction on operation of the system should be given by the installation Engineer to NRIADD technical staff at the tenderers cost after completion of the installation.
24. The Director reserves the right to increase or decrease the Nos. and to reject any or all tender application / quotations without assigning any reason.
25. A person/firm having once given a tender shall not withdraw it after its opening/acceptance and if does, the Earnest Money paid by him will be forfeited and the tenderer is liable to make good the loss sustained.
26. Those firms who are quoting on Behalf of their principals/Manufacturers as their authorized dealers/distributors/agents have to enclose authorization letter issued by the manufacturers on their behalf.

27. If the tenderer is quoting in Indian Rupees, NMIC (Not manufacturing in India) & CUSTOM DUTY EXEMPTION CERTIFICATE WILL NOT BE ISSUED BY THE INSTITUTE. The Rate quoted should be inclusive of Custom duty & other incidental charges.
28. The Tenderer has to quote the pan No. in the Technical Quotation.
29. THE TENDERER HAS TO MENTION THE PERCENTAGE OF AGENCY COMMISSION WHICH WILL BE PAID IN INDIAN RUPEES.
30. The decision of the Director, National Research Institute of Ayurveda for Drug Development, Kolkata, shall be final in all the controversies that may arise in the matter.
31. Disputes: - Judicial Jurisdiction for all disputes arising out of this tender shall be in Kolkata only.
32. Arbitration: - All Disputes and differences arising out of, or in any way, shall be referred for sole arbitration by an arbitrator to be noted by the Director, NRIADD, Kolkata. The award of the arbitrator appointed shall be final and binding on both the parties.

Eligibility BID

- i. The bids shall be the Principal Companies / Manufacturers / Importers and suppliers can be made through their authorized suppliers / stockiest. The valid agreement / authorized letter from their Principal Companies / Manufacturers must be submitted for the current year with the tender document.
- ii. Following documents are required:
 - a) Photocopy of the Bid Security (EMD)
 - b) General Information of the Bidder in Annexure "A-I";
 - c) Importers must have latest and valid agreement/ authorized from Principal Company/Manufacturer to bid for its brands/products;
 - d) Attested copy of valid Quality/Safety certificate of international standards like US-FDA, CEE, WHO- GMP, DGQA etc. in r.o. the Principal Company/Manufacturer, where applicable;
 - e) Attested Copy of PAN No. of the bidder;
 - f) Attested Copy of VAT/Sales Tax registration certificate of the bidder;
 - g) Attested Copies of VAT/Central or States Sales Tax Returns for the last three FY i.e. 2007-08, 2008-09 and 2009-2010 for the bidder;
 - h) Attested Copy of IT return for the last three FY i.e. 2007-08, 2008-09 and 2009-2010 of the bidder;

- i) Audited Income (Profit & Loss) Statement or Turnover Statement of the Principal Company/Manufacturer which markets the product in India, issued by Auditor or Certified Chartered Accountant for the F.Y. 2007-08, 2008-09 and 2009-10;
- j) The undertaking to accept Terms and Conditions of the Tender document and to comply with them as per **ANNEXURE-“A-II”** on Non-Judicial stamp paper of denomination of Rs. 100/- duly notarized and signed by the bidder or authorized representative of the bidder;
- k) A list of orders of quoted items executed for any their Govt. Hospital / Institutions in India in the recent past with certified (even if self certified) copies thereof, will be required to be attached with the bid.
- l) Copy of a Non-conviction certificate for last one year form Drug Controller of the State.

TECHNICAL BID

- i. Following documents are required to be uploaded.
 - a) Reference of the technical specifications of the products offered along with accessories, if any;
 - b) Applicable technical documents like literature, catalogues etc.
 - c) Particulars of licenses held under the Drugs & Cosmetics rules including date of grant of license and its renewal date.
 - d) Attested copy of Drug License along with list of items permitted.
 - e) Copy of Certificate from the DCGI or State Drug Controller of manufacturing/marketing valid for quoted products with list of approval items; Drug license no. and date.
 - f) Copy of valid import license issued by DCGI with listing of the quoted brand or product (if applicable).
 - g) Copy of valid certificate issued by DCGI for being First Indian Generics of the Original Research Brand approved for marketing (if applicable).
 - h) Certificate of sole manufacturer of product from State Drugs Controller, (if applicable).
 - i) Label specimen with packing details to be provided for reference during the technical bid evaluation by the institute;
 - j) Any other document as required.
- ii. The Specifications of items quoted by the Bidder should conform to the required specifications. Where the Bidder feels that these specifications are not fully detailed or differ otherwise, the exact specifications of every item offered should be given. Literature/Samples (on demand)/Catalogue/Leaflets for illustration purpose should be attached with the Tender indicating the item quoted.
- iii. The Bidder shall bid only for those categories/items which could be supplied by him within the delivery period as stipulated in sub-clause (1) to Clause (A) in Part IV of this document.
- iv. Previous experience / past record of the quality/ nature of items will be kept under consideration.
- v. The institute may also ask for submission of sample during the process of technical evaluation by Technical Evaluation committee (TEC) of the Institute if considered necessary and the Bidder shall have to submit the same within the given time.

- vi. Inspection:- The Director, NRIADD, reserves the right for inspection of the facilities of the Principal Companies/ Manufacturers participating in the tenders at the time of finalization of the tender or even thereafter during the currency of Annual Rate Contract, if any, by officer(s) deputed by the Director, NRIADD. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies as per requirements of the Institute and also to ensure that good manufacturing practices are being followed by manufacturer. The decision of the Director, NRIADD shall be final in this regard.
- vii. The technically responsive bids qualify for opening of the Price Bid.

Sd/-
DIRECTOR

DECLARATION

“I declare that I will abide by the conditions set forth in this Tender Notification issued by the NATIONAL RESEARCH INSTITUTE OF AYURVEDA FOR DRUG DEVELOPMENT, KOLKATA-700091 calling for the Tenders for supply with all the essential accessories / spares.

Signature of the Tenderer

NAME:

Seal of the Firm:

TENDER NOTIFICATION
NAME OF THE EQUIPMENT QUOTED FOR BID :-

DEPOSIT REPAYMENT ORDER AND REFUND VOUCHER

Name and Address of the Depositor:

Nature of Deposit : E.M.D./S.D.

Amount of Deposit: Rs.

D.D. No. & Date :

Date of Deposit :

Received this day of 2010 the sum of Rs:
(Rupees.....) being the amount payable on account
of deposit described above.

Signature & Seal of the Depositer.

(FOR OFFICE USE ONLY)

This is to certify that the amount of deposit of Rs.....
(Rupees.....) has become due for payment on or
after sanction of the Director has been obtained for refund of
the above amount, on the note sheet Para No. of the File No.:
..... and necessary entry of the refund of the
deposit has been recorded in the E.M.D register page No. The above D.D.
sent to Accounts section on

COUNTER SIGNED

DIRECTOR
NRIADD, KOLKATA-91

VOUCHER NO: DATE..... PASSED FOR PAYMENT TO
SHRI/SMT/MESSERS:.....

..... Rs..... (Rupee.....
..... Only)

**DIRECTOR
NRIADD, KOLKATA-91**

**NATIONAL RESEARCH INSTITUTE OF AYURVEDA FOR DRUG DEVELOPMENT
KOLKATA – 700 091.**

FILL THIS FORM AND ENCLOSE ALONG WITH THE PRICE BID

01.	NAME & ADDRESS OF THE TENDERER	
02.	NAME & ADDRESS OF YOUR DIRECTOR	
03.	NAME OF THE EQUIPMENT & MODEL QUOTED	
04.	FOB VALUE OF THE EQUIPMENT (Basic Equipment)	
05.	VALUE OF THE SPARES & ACCESSORIES IF ANY FURNISH DETAILS	
06.	OPTIONAL SPARES & ACCESSORIES VALUE, IF ANY	
07.	FREIGHT & INSURANCE CHARGES	
08.	CIF VALUE OF THE BASIC EQUIPMENT	
09.	VALIDITY OF THE QUOTATION	
10.	DELIVERY PERIOD	
11.	GUARANTEE PERIOD	
12.	INSTALLATION	
13.	TRAINING	
14.	WHETHER AFTER SALES & SERVICE IS AVAILABE IN KOLKATA? IF SO, QUOTE WHAT IS THE ARRANGEMENT FOR POST CONTRACT/WARRANTY MONITORING OF THE EQUIPMENT	
15.	WHAT IS THE AGENCY COMMISSION PAYABLE?	
16.	DETAILS OF EMD SUBMITTED	

17.	ENCLOSE USERS LIST	
18.	ANY OTHER INFORMATION	