



TENDER DOCUMENT

FOR

**Procurement of
“KARL FISCHER TITRATOR”
at IPC, Ghaziabad**

**TENDER NO. IPC/5519/2020-21
DATED: 18.08.2020**

INDIAN PHARMACOPOEIA COMMISSION

**MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA**

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SECTION-I

NOTICE INVITING TENDER

No. IPC/5519/2020-21

Date: 18.08.2020

Sub: Procurement of “KARL FISCHER TITRATOR” at IPC, Ghaziabad- reg.

Indian Pharmacopoeia Commission (IPC), under Ministry of Health & Family Welfare, Govt. of India invites sealed and super-scribed Bids as per noted subject from reputed and eligible Manufacturers or Authorized Supplier(s)/ Partner(s) at Indian Pharmacopoeia Commission (IPC). Details of procurement and terms and conditions are mentioned below.

Sl. No.	Particulars	Time of Supply, Installation, Testing & Commissioning	Cost of Tender Form (Non-Refundable)
1.	Procurement of “KARL FISCHER TITRATOR” at IPC, Ghaziabad- reg.	06 Weeks	Rs. 560/-

Earnest Money Deposit (EMD) Details

Sch. No.	Items with Category(ies)	Quantity	Total Amount of EMD (in Rs.)
1	Procurement of “KARL FISCHER TITRATOR” at IPC, Ghaziabad- reg.	02 Set	1,50,000/- (Rs. One Lakh Fifty Thousand Only)

- The bidder should be Original Equipment Manufacturer or Authorized Supplier(s)/ Partner(s).
- The valid **Certificate/ Authorization Letter** must be enclosed as evidence along with the technical Bid in case of Authorized Supplier(s)/ Partner(s).

TERMS & CONDITIONS

1. Tender Forms can be downloaded from our website www.ipc.gov.in only. Downloaded Tender document must be submitted with a Non-Refundable Demand Draft of **Rs. 560/-** only in favour of **“Indian Pharmacopoeia Commission” payable at Ghaziabad.**
2. Sealed tender duly super-scribed can be submitted to the office of the Indian Pharmacopoeia Commission, Ghaziabad **thru Post/ Courier only**, on or before the due date mentioned below. The tenders received before due date & time shall be opened on scheduled date of opening.
3. Indian Pharmacopoeia Commission (IPC), reserves the right to accept/ reject any or all tenders without assigning any reason whatsoever.

IMPORTANT DATES

LAST DATE FOR DOWNLOADING TENDER FORM	13 th October 2020
LAST DATE FOR SUBMISSION OF TENDERS	14 th October 2020, till 12:00 Hrs.
DATE OF OPENING OF TECHNICAL BIDS	14 th October 2020, 15:00 Hrs.
<u>TENTATIVE DATE</u> OF OPENING OF PRICE BIDS	WILL BE INTIMATED LATER TO THE TECHNICALLY QUALIFIED/ RESPONSIVE TENDERERS
<u>Venue</u>	INDIAN PHAMACOPOEIA COMMISSION, MINISTRY OF HEALTH & FAMILY WELFARE, GOVERNMENT OF INDIA SECTOR 23, RAJ NAGAR, GHAZIABAD-201002

SECTION-II

TECHNICAL SPECIFICATIONS

- **Karl Fischer Titrator must be complying following Technical Specifications:-**

Sr. No.	Parameter/ Particular	Specifications
1	Principle	Karl Fischer method of volumetric water determination.
2	Burette Drive Resolution	1 μ L.
3	mV range	+/- 3200mV
4	Accuracy	+/- 1mV
5	Burette Filling Time	20 Sec.
6	Polarized Measurement Range	0 to +/- 3200mV or better
7	Polarized sensor Resolution	0.1 mV
8	Polarization current range	1 to 80 μ A or better
9	Polarization current accuracy	1.0 μ A
10	Measurement range	10 ppm- 100%
11	Repeatability	0.3% at >10mg H ₂ O
12	Stirrer	Magnetic capsule type, microcontroller based speed control with digital indication.
13	Display	LCD Display with alphanumeric keyboard
14	Accessories to be supplied:	a. Microprocessor controlled Titration Unit (Magnetic) & Control Unit
		b. One 10 ml burette assembly with necessary tubing, connector & valve
		c. Moisture filters to avoid moisture from atmosphere
		d. Electrode for KF/ Volumetric Titration dual pin Platinum
		e. Suitable KF reaction Vessel
15	Warranty	Minimum 02 Year Warranty
16	AMC and CMC	08 Years Offers after completion of Warranty Period
17	Documents	IQ/OQ/PQ with all documents in original at IPC Operating/ Instruction Manual & reports etc.
18	S.I.T.C	SITC of equipment at IPC
19	Spare Parts	Prompt Availability of spares throughout the warranty period and AMC/CMC Period

SECTION-III

INSTRUCTION TO BIDDER (ITB)

1. The Bid is intended to finalize **Supply, Installation, Testing & Commissioning of 02 Set of “KARL FISCHER TITRATOR”** at IPC, Ghaziabad- reg.
2. Bidding Document may be amended any time prior to closing date & time for submission of tenders. Therefore, Bidders are advised to regularly check IPC Website for tender relevant amendment/ changes (if any).
3.
 - i) The last date & time for downloading tender forms : **13th Oct. 2020**
 - ii) The last date and time for submission of tenders is : **14th Oct. 2020 till 12:00 Hrs.**
 - iii) The date and time of Opening of Technical Bids is : **14th Oct. 2020, 15:00 Hrs.**
 - iv) The date and time of Opening of Price Bids is : **Would be intimated later**
4. **This is a TWO BID system comprising of:**

(i) Technical Bid	(ii) Price Bid
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5. The Bidder is expected to examine all requirements, Instructions, Forms, Terms and Conditions given in the bidding documents. Failure to furnish information as required in the Bidding documents **or** submission of a Bid not compliant to the bidding documents in every respect will be at the Bidder risk and may result in rejection of the Bid.
6. **Bidding Preparation Cost:** The bidder will solely bear all costs associated with preparation and submission of bids including site visit etc. regardless of the conduct or outcome of the tender process. In no case, such cost will be reimbursed by the Commission.
7. The Technical Bid should accompany:
 - (i) A non refundable Demand Draft of **Rs. 560/- (Rupees: Five Hundred Sixty Only)** should be accompanied towards cost of tender form in favour of **“Indian Pharmacopoeia Commission”**, and payable at **Ghaziabad**. The amount would not be refunded in any case.
 - (ii) A Demand Draft towards **Earnest Money Deposit**, drawn in favor of **“Indian Pharmacopoeia Commission”**, and payable at **Ghaziabad**, failing which the Tender will be summarily rejected. The EMD of unsuccessful bidder will be returned back to them, without any interest after expiration of bid validity or conclusion of tender (whichever is later) upon the request from bidders. In the event of Awardee Bidder backing out to any terms & conditions of the Bid Documents, EMD of that bidder will be forfeited.

OR

The Micro and Small Enterprises (MSME/NIC) and Startup Firm as defined under Govt. Procurement Policy may claim for exemption from submission of **Earnest Money Deposit (EMD)** and may submit scanned copy of their latest MSME/NSIC/ Startup Certificate.

 - (iii) OEM Authorization Certificates.
 - (iv) **Copy of all other documents as prescribed in the tender document.**

8. **Authorized Signatory:** The bids may be submitted by the Bidder or through Competent Representative, as the case may be. In case the Bids are submitted by competent representative/ official, the Authorization Letter (on firm letter head) shall be submitted with Technical Bid.
9. The technical & financial bids shall be kept in separate sealed covers super-scribed as “**Technical Bid**” and “**Price Bid**” on the respective covers in order to clearly identify between the two bids. **These two separately sealed and super scribed Bids must be kept/ placed in a bigger cover, which should also be sealed and duly super scribed with the respective Tender details & Number.**
10. **The bidder details along with contact details & e-mail ID shall be clearly written on each covers.**
11. **The bids should be completed in all respect and must be addressed to Secretary-cum-Scientific Director, Indian Pharmacopoeia Commission, Sector- 23, Raj Nagar, Ghaziabad-201002.** The filled Tenders/ Bids must reach us on or before the due date and time mentioned in the Tenders Notification/ Documents **thru Post/ Courier only**. IPC shall not be responsible for the delay, if any in the delivery of the bidding documents or non-receipt of the same.
12. The bidders are not permitted to change, edit or withdraw their bids after submission. No communication in this regard will be entertained.
13. **Bids Price & its Validity Period:**
- (i) Prices must be quoted in inclusive of all charges i.e. cost of the stores, freight, transit insurance, packing and forwarding, S.I.T.C and GST etc. However, the breakup of All inclusive total unit price is also to be furnished in Price Bid.
 - (ii) **Prices must be kept valid for acceptance for upto 90 days from the date of the opening of bids.**
 - (iii) The GST will be paid extra accordingly, may be deduct/reimburse for variation at the time of invoice generation (if any). **Further, this commission, as a Government Research Institute under DSIR, reserves the right to claim GST Charges at the rate of 5.0 per cent under Govt. Notification No. 45/2017 & 47/2017. In this case, GST Concessional Certificate would be provided to the successful bidders.**
14. In case the date mentioned above is declared subsequently, as holiday for the office, the due date for submission and opening of bids will be the next working day at the same venue and time. **Bids received after the closing date and time for bid submission will not be accepted/ considered.**
15. **At first stage,** the Technical Bids shall be opened at stipulated date & Time. The Technical Bids shall be scrutinized/ evaluated with respect to technical parameters prescribed in bid documents or at the discretion of competent authority at IPC.

In wake of Corona Virus, Technical bid openings will be held remotely via Web Conferencing Facility. The link for same will be shared thru IPC Website. Bidders may choose to attend the bid opening through then shared link.

16. In second stage, the price bids of successful Technical bidders shall be opened for further scrutiny and on scheduled date & time. The price bids would also be evaluated for its correctness, responsiveness and L-1 rate.

Price Bid Opening will also be held remotely via Web Conferencing Facility in presence of Technically Qualified Bidders only, who choose to attend. The web conferencing link for same would be shared at their registered e-mail ID.

17. Bids comparison/ evaluation will be done on basis of All inclusive Total Price including or excluding GST charges, as the case may be at the discretion of competent authority. However, the commission is not bound to accept the lowest or any bid.
18. Indian Pharmacopoeia Commission is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the order among tenderers, at its sole discretion.
19. **Notification of Award:** After approval of competent authority, the commission will notify the accepted successful bidder(s) followed by enclosing detail Supply Order. **This will deemed as Contract and date of contract shall be date of notification.** Successful bidder shall return back signed & stamped copy of Order within 07 days, as token of acceptance of tender terms & conditions.
20. **Signing of Contract:** At the same time, if required, the competent authority at IPC may ask the successful bidders to sign the contract agreement on non-judicial stamp paper of Rs. 100/- (Rupees: One Hundred Only).
21. **Security Deposit/ Performance Security:** Successful bidder shall also furnish Performance Security i.e. **Security Deposit equivalent to 10% of contract value within 10 days from date of Supply Order** in form of **demand draft/ Bank Guarantees** in favor of “Indian Pharmacopoeia Commission” and payable at Ghaziabad.
- (i) The Performance Security shall remain valid **for a period of sixty days beyond the date of completion of all contractual obligations** and would be refunded without any interest upon the request from Tenderer.
- (ii) Earnest Money Deposit (EMD) of successful bidder would be refunded, without any interest, only after receipt of Performance Security.
22. **INTEGRITY PACT:**
- (i) Integrity Pact Performa (Provided as **Annexure- A**) is a pre-contract agreement that is self explanatory and mandatory in nature. **Only those vendors/ BIDDERS, who commit themselves to this pact with this commission, would be considered competent to participate in the bidding process.**
- (ii) **In other words, entering into this pact would be a preliminary qualification to participate in this Tender.**
- (iii) The said Integrity Pact (IP) would be implemented/ monitored thru Secretary-cum-Scientific Director, IPC. The Secretary-cum-Scientific Director, IPC would examine all complaints received by them.

- (iv) The contractor shall not sublet (sub contract) the tender without written permission of IPC. In case of Sub-contracting, the principal contractor shall be liable of adoption of Integrity Pact (IP) by the sub-contractor.
23. A declaration as given in **ANNEXURE – B** on the firm's letter head stating that "ALL TERMS AND CONDITIONS with respect to this tender" is acceptable to tenderer, should accompany the tender. Failing which the tender will be summarily rejected. Their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender and later thereon.
24. Non-blacklist Declaration by the firm given in **ANNEXURE- C**, on the firm's letter head stating that the firm has not been blacklisted /debarred for dealing by Government of India or any State Govt./ PSU/Banks in any manner.
25. Bidders, who do not meet the required Qualification Criteria prescribed, will be treated as non- responsive and will not be considered further. However, this Commission reserves the right to relax the Norms on prior turnover and prior experience for all Start-ups **and** MSME firms as per extant Govt. policies, subject to meeting of quality and technical specifications. The Startups are defined in Annexure-A of the "Action Plan for Startups India". The same is available on the website of Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry.
26. IPC reserves the right to allow the purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3% from within the 25% target shall be earmarked for procurement from Micro and Small Enterprise owned by women.

Note: “If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum (UAM) Number issued to it under the MSMED Act, 2006. If a MSME bidder do not enclose the UAM certificate along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”

- 27. Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; the purchaser reserves the right to give preference to the local supplier. Order copy will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of “local supplier” is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:
- i. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - ii. In cases of procurement for a value in excess of Rs. 10 crores. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - iii. The DIPP has notified a Public Procurement (Preference to Make in India) Order, 2017 vide Order no P-45021/2/2017-B.E-II dated 15th June 2017. The procurement policy for Micro & Small Enterprises 2012 has been notified under MSMED Act, 2006. The order mandates that purchase preference shall be given to local suppliers and MSEs in all procurement undertaken by procuring entities. General principles as per above orders and criteria fixed by MoHFW shall be followed for various scenarios for award of contract.
- 28.** Any dispute arising in the matter shall be resolved through an arbitrator to be nominated by the competent authority at IPC, Ghaziabad.
- 29.** Quantity mentioned in the schedule is approximate and can be increased, decreased and cancelled as per the requirement of this commission.
- 30.** The decision of Secretary-cum-Scientific Director, Indian Pharmacopoeia Commission will be final and binding.
- 31.** Bids & associated documents/ Catalogue/ technical details shall be written or translated in English Language.
- 32.** IPC reserves the right to cancel the tendering process at any time before award of Supply Order without assigning any reason thereof.
- 33.** If successful bidders fail to deliver or perform any obligations as laid down under the Tender document and contract, then the Commission reserves the right to forfeit the EMD, Performance security and reserve the right to terminate the contract in whole or in part by written notice of default to the bidder/Supplier.
- 34.** If at anytime during the course of contract, it is found that information or documents provided by Tenderer to IPC, either in Tender or otherwise, is false. The commission reserves the right to forfeit the EMD, Performance security and to terminate the contract.

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Basic Eligibility Criteria for Bidders are as under:-

- (i) Bidders shall be registered Sole Proprietor/ Partnership Firm/ Company/ Government Organization.
- (ii) Bidder must have GST & PAN CARD registration issued by competent authority.
- (iii) Average Annual Turnover of **Rs. 2.0 Crore** for last three years ending on 31.03.2019 i.e. 2016-17, 2017-18 and 2018-19.
- (iv) Bidders should have Relevant Experience for S.I.T.C OF KARL FISCHER TITRATOR at Any Government and Reputed Private Organization during last **five years** ending on 30.03.2020 as per following:-

One similar completed Order of not less than **Rs. 45 Lakhs.**

OR

Two similar completed Order of not less than **Rs. 20 Lakhs.**

OR

Three similar completed Order of not less than **Rs. 10 Lakhs**

- (v) **Authorization Letter:** A valid Authorization letter from the manufacturer/ OEM Company, must be submitted. Failing which, the bid will not be considered.

2. WARRANTY CLAUSE:

- i) The Karl Fisher Titrator should be supplied with at least 02 (Two) Years Comprehensive Warranty as per Conditions of Contract for complete equipment and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment at IPC.
- ii) There will be 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- iii) All software **updates and changes** should be provided free of cost during Warranty & CMC period.

3. ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT (CMC):

- i) "CMC" means Comprehensive Maintenance Contract (labour, spare and preventive maintenance)
- ii) Bidder needs to provide details of Service outlets/ Branches in India, nearest to the IPC, to render prompt services during Warranty and CMC period

- iii) **The tenderers should also quote CMC for 8 years subsequent to minimum 2 years warranty in Price Bid.** CMC amount will also be added for comparison/ranking purpose for evaluation.
- iv) The bidder/supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'CMC Contract Performa' with IPC, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- v) This Commission will release the Main Performance Security without any interest to the bidder on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of **Demand Draft/Bank Guarantee @ 2.5 % of the cost of the equipment** toward **"CMC Performance Security"** in favor of **"Indian Pharmacopoeia Commission"** and **payable at Ghaziabad.**
- vi) The CMC Performance Security shall remain valid **for a period of sixty days after successful expiry of entire CMC period** and would be refunded without any interest upon the request from Tenderer.
- vii) The Manufacturer/ Bidder along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- viii) In case spares are required to be imported. It would be responsibility of bidder to import and get them custom cleared and pay all necessary duties and charges.

4. ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT (CMC) OF SUBJECT EQUIPMENT WITH TURNKEY:

- a. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance (including testing & calibration as per technical/ service /operational manual of the manufacturer) labour and spares etc. after satisfactory completion of Warranty period, must be quoted for **next 8 years on yearly basis** for complete equipment (including other vacuumatic parts wherever applicable) and Turnkey (if any). The Service Engineer shall visit IPC as recommended in the manufacturer's technical/ service /operational manual, not less than once in three months during the CMC period.
- b. The cost of CMC to be quoted along with taxes that is applicable on the date of Tender Opening. The taxes to be paid extra, to 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.
- c. **Cost of CMC will be added for Ranking/Evaluation purpose.**
- d. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user with Service Reports.
- e. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f. During CMC period, the service engineer is required to visit IPC at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- g. All software **updates and changes** should be provided free of cost during CMC.
- h. Failure of the above said [(e) to (g)] by the bidder, may lead to the forfeiture of the Performance Security for Annual CMC.
- i. The bidder has to quote for CMC for a period of 08 years after expiry of offered Warranty Period
- j. In the event of any failure /default of the supplier with or without any quantifiable loss to the government/purchaser including furnishing of Bank Guarantee for CMC security as per Performa, **the amount of the performance security is liable to be forfeited.** The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government/purchaser.

5. ANNUAL CMC GENERAL/ MISCELLANEOUS CLAUSES:

- i) Each member/constituent of the Bidder/Manufacturer/its Indian Agent/CMC/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the IPC (Purchaser) for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.
- ii) The Supplier/its Indian Agent/CMC/AMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC/AMC or the Contract.
- iii) The Supplier/its Agent/CMC/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee 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.
- iv) All claims regarding indemnity shall survive the termination or expiry of the contract.

6. IPC, Ghaziabad is registered with Department of Scientific and Industrial Research (DSIR) and thereby exempted for Custom & Excise duty under the provision of Notification No. 51/96-Custom dtd. 23.07.1996 and 10/97- Central Excise, dtd. 01.03.1997 as amended from time to time. To avail the exemption, IPC would provide above certificates with supporting documents to the bidder. Subject to above, the bidder may accordingly submit their bids.

SECTION-V

OTHER TERMS & CONDITIONS (OTC)

1. BIDS PRICES:

- (i) Prices quoted should be “Firm & Final” inclusive of all applicable charges (i.e. packing, forwarding, postage, transportation, loading and unloading, SITC & GST etc.) at IPC, Ghaziabad.
- (ii) The offer shall be firm and in Indian Rupees only.
- (iii) The rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- (iv) No revision in rate (on higher side) will be accepted during contract period.
- (v) At the time of payment Income Tax or any other Tax payable shall be deducted at source.
- (vi) Overwriting should be avoided in the Price-Bid/ Quotation.
- (vii) **Bidders must ensure that the Prices Bids must not contain any computational errors and discrepancies. Offer in numeral and words must be same and correct.**

2. DELIVERY:

- (i) The ordered goods must be delivered at this commission in well packed consignment without any extra cost.
- (ii) Supply should be made from the latest batch of production with maximum life span.
- (iii) Consignment must be supplied along with necessary documents.
- (iv) Freight, insurance charges, if any will be borne by the supplier. Similarly shortage and damage in transit will be sole responsibility of the supplier.

3. S.I.T.C:

The ordered Unit must be S.I.T.C (Supply, Installation, Testing and Commissioning) at this commission within **06 Weeks (Six Weeks) periods** without any extra cost.

4. SUPPLY OF QUALITY GOODS:

- (i) The Bidder/Supplier must ensure to deliver only approved brands/ genuine quality of equipment. If necessary, the samples may be submitted to get it approved from the competent authority at IPC. Sub-standard quality/ inferior quality of items will be rejected forthwith.
- (ii) **Bidder/Supplier should supply the goods as per Specification. Any deviations in the quality are not acceptable.**

5. **INSPECTION:**

- (i) IPC reserves the right to inspect & test the quality & standards of the stores for assessment of quality before dispatch to the consignee or at the consignee end or intermediate inspections during manufacturing stage or transit.
- (ii) **Further, each equipment would be subjected to its acceptance by competent authority. The invoice shall be processed only after acceptance from competent authority.**

6. **REPLACEMENT:**

Manufacturer/ Seller/ Bidder shall have to replace rejected stores within 15 days from date of rejection notification.

7. **PAYMENT TERMS:** IPC payment term will be as below.

“PAYMENT WILL BE RELEASED **WITHIN 30 DAYS** OF SUPPLY AND ACCEPTANCE OF GOODS BY COMPETENT AUTHORITY”

8. **STATUTORY DEDUCTIONS:** Statutory deduction (if any) will be recovered from the bidder.

9. **LIQUIDATED DAMAGES:**

In the event of placement of Supply Order, if the bidder/ contractor fails to complete the order as per the schedule given/ agreed, then IPC reserves the right to levy **liquidated damages @ 0.5%** of the total purchase order value per week delay, subject to maximum of 10%. Once the maximum is reached IPC will be at liberty to terminate the contract and to get the contract done from alternate source at the cost & risk of the contractor.

10. **BID VALIDITY:** The offer should be valid for minimum **90 days** from the date of Technical Bid Opening.

11. The Bidder/Supplier shall not sublet (sub contract) the tender without written permission of IPC.

12. **FORCE MAJEURE:** If at any time, during the currency of the contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reasons of any war, natural calamities, hostility, or acts of public enmity, civil commotion, strikers, lock-outs, OR acts of God damage against the other in respect of such non-performance, deliveries under the contract shall be resumed as soon as possible if any of the events have caused to exist.

13. **COURT OF COMPETENT JURISDICTION:** Any legal action taken or proceeding initiated on any term of the tender shall be only in **Delhi jurisdiction**.

14. **The Bidder should Sign & Stamp on each page of the tender as a token of having read, understood & agreed to the terms & conditions contained herein.**

15. **Further, the Bidder should Sign & Stamp each page of documents/ certificate enclosed in their Bid.**

SECTION-VI

COMMERCIAL/ TECHNICAL BID

A. COMMERCIAL				
General information				
Name of Firm/ Company (Enclose a Brief Profile of Firm with Technical capabilities & Manpower details on its Letter Head)				
Number of years in Operation				
Registered Address				
Operating Address				
Telephone No (Country Code) (Area Code) Tel. No.				
Tele fax (Country Code) (Area Code) Tel. No				
Email Addresses				
Constitution - (Tick the appropriate) (Enclose copy of Certificate of Registration/Incorporation)		<input type="radio"/> Sole Proprietorship Concern <input type="radio"/> Partnership Firm <input type="radio"/> Private Ltd. Company <input type="radio"/> Public Ltd. Company <input type="radio"/> Others		
Names of Partners/ Directors				
Authorized contact Persons with Contact Details				
GST No. (Enclose copy of same)				
PAN No. (Enclose copy of same)				
NSIC/ MSME/Startup Registration No. (if any) (Enclose copy of same)				
Financial Reports: Provide copies of last 3 year's Annual report/ Balance Sheet/ Profit and loss statement Certified by Chartered Accountant		Mention Annual Turnover (INR Amount in Lakhs)		
		2016-17	2017-18	2018-19
Bank with full address and Account Details				

B. EXPERIENCE:

Details of Relevant Experience regarding SITC OF KARL FISCHER TITRATOR at Any Government and Reputed Private Organization **during Last 05 (five) Years ending on 30.03.2020** [As per Clause 1(iv) of Section IV]

Doc. Ref No. And Date	Description and quantity of ordered goods and services	PO/ CONTRACT VALUE (INR)	Date of Completion of Contract	Have the Goods/ Stores been supplied to entire satisfaction of client [Attach Performance Certificate from Client (if any)]	CLIENT NAME & REFERENCE

- Furnish data in prescribed format, in separate sheet (if required)
- The Experience to be filled in Reverse Chronological Order.
- In support of the above, the copy of the supporting documents (such as Performance Certificate from Client, PO copies with proof of delivery/ acceptance/ payment receipt against respective PO to be submitted) should be furnished along with technical bids.
- These details may also be verified from the client.
- **USE PROFORMA-II to furnish the Performance Certificate from client.**

C. QUALITY ASSURANCE	
ISO CERTIFICATION	
Is your company/OEM certificate to	Remarks
ISO 9001	<input type="checkbox"/> Yes <input type="checkbox"/> no
ISO 14001	<input type="checkbox"/> Yes <input type="checkbox"/> no
Other ISO/TS/NABL Certifications	_____
QUALITY POLICY/ POLICIES (<u>Please provide ink signed copy also</u>)	

- **Manufacturer should have ISO 9001 & ISO 14000 certificates for quality standards.**

D. TECHNICAL COMPLIANCE SHEET:-

(i) **Whether the Tendering Firm is/ are** _____

a. Manufacturer

b. Manufacturer Authorized Supplier(s)
/Partner(s) [**Annexed Authorization**]

(ii) **Name & Address of Manufacturer:**
(if applicable)

(iii) **Whether Stores Offered is**
Manufactured in India or Not:

a. **If Not, In which country it is manufactured**

b. **Specify, Country of Import (if any)**

(iv) **Specify Brand of Goods Offered:**

(v) **Make/ Model of Goods Offered:**

(vi) **Please furnish the details of technical compliance as follows:**

Sr. No.	Parameter/ Particulars	Specification	Compliance (Yes/No)	Deviation (if any)	Remarks
1	Principle	Karl Fischer method of volumetric water determination.			
2	Burette Drive Resolution	1 μ L.			
3	mV range	+/- 3200 mV			
4	Accuracy	+/- 1 mV			
5	Burette Filling Time	20 Sec.			
6	Polarized Measurement Range	0 to +/- 3200mV or better			
7	Polarized sensor Resolution	0.1 mV			
8	Polarization current range	1 to 80 μ A or better			

9	Polarization current accuracy	1.0 μ A			
10	Measurement range	10 ppm- 100%			
11	Repeatability	0.3% at >10mg H ₂ O			
12	Stirrer	Magnetic capsule type, microcontroller based speed control with digital indication.			
13	Display	LCD Display with alphanumeric keyboard			
14	Accessories to be supplied:	(i) Microprocessor controlled Titration Unit (Magnetic) & Control Unit			
		(ii) One 10ml burette assembly with necessary tubing, connector & valve			
		(iii) Moisture filters to avoid moisture from atmosphere			
		(iv) Electrode for KF/ Volumetric Titration dual pin Platinum			
		(v) Suitable KF reaction Vessel			
15	Warranty	Minimum 02 Years Warranty	State Warranty Offered <hr/> in Years		
16	AMC and CMC	08 Years Offers after completion of Warranty Period			
17	Documents	IQ/OQ/PQ with all documents in original at IPC Operating/ Instruction Manual & reports etc.			
18	S.I.T.C	SITC of equipment at IPC			
19	Spare Parts	Prompt Availability of spares throughout the warranty period and AMC/CMC Period			

(vii) **Annexed Product Catalogue/ Data Sheet**
[YES/NO]

- (viii) It is desirable/ preferable that the Offered product should be FDA/ UL/ CE/ BIS approved product (if any).
- (ix) There must be clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet.
- (x) Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue /manual, will not be considered.

SECTION-VII

ANNEXURE- A

(INTEGRITY PACT DOCUMENT) **(TO BE EXECUTED IN PLAIN PAPER)**

INTEGRITY PACT

1. GENERAL

This Integrity Agreement is made onthe day of the month ofyear

BETWEEN

Indian Pharmacopoeia Commission (IPC), an autonomous body under the administrative control of Ministry of Health & Family Welfare, Government of India, acting through Secretary-cum-Scientific Director IPC (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s _____, represented by, _____, Chief Executive Officer (hereinafter called the "**BIDDER/SELLER**" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of Items to be procured) and the BIDDER/ Seller is willing to offer/ has offered the stores and

WHEREAS the BIDDER is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores at a competitive price in conformity with the defined specifications of product or services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the BUYER

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

2.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 2.3** All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

- 3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in bidding, evaluation, contracting and implementation of the contract.
- 3.2** The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 3.3** The BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4** The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre- contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of any officer of the

BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Tender.

The term "relative" for this purpose would be defined in Section 6 of the Companies Act 1956.

4. Previous Transgression

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violation

- 5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by him or acting on his behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i)** To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii)** The Earnest Money (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii)** To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv)** To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BUYER from the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v)** To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi)** To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii)** To debar the BIDDER from participation in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii)** To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix)** In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x)** Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.2** The buyer will be entitled to take all or any of the actions mentioned at **para 5.1(i) to (x)** of this Pact also on Commission by the BIDDER or any one employed by it or acting on behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3** The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER, **however, the BIDDER can approach the Secretary-cum-Scientific Director, IPC for the purposes of this Pact.**

6. Fall Clause

- 6.1** The BIDDER undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the BIDDER to any other Ministry/Department of the Government of India at a lower price, then that vary price, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

- 10.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 06 months beyond completion of all contract obligations to the satisfaction of both the BUYER and the BIDDER/Seller, including Warranty Period, whichever is later. In case BIDDER is unsuccessful, the Integrity Pact shall expire after six months from the date of signing of the contract
- 10.2** Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 11. The Parties hereby sign this Integrity Pact at _____ on _____.**

BUYER
Name of Officer:
Designation
Indian Pharmacopoeia Commission,

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

(On Agency/ Firm Letter Head)

DECLARATION

I/ We Confirm having read and understood all the work requirements, instruction forms, terms & conditions and all other requirements of the above tender (both expressed and implied) in full and the offer being abide by all without any deviation.

SIGNATURE:

NAME & ADDRESS OF BIDDER

(Seal of the Bidder)

(On Agency/ Firm Letter Head)

NON-BLACKLIST DECLARATION

Undertaking by the firm on the firm's letter head stating that the firm has not been blacklisted /debarred for dealing by Government of India or any State Govt./ PSU/ RBI / Banks in any manner.

SIGNATURE:

NAME & ADDRESS OF BIDDER

(Seal of the Bidder)

SECTION-VIII

PERFORMA-I

MANUFACTURER'S AUTHORISATION FORM

No. _____

dated. _____

To,

**Secretary-cum-Scientific Director, Indian Pharmacopoeia Commission (IPC), Sector-23, Raj Nagar,
Ghaziabad- 201002, Uttar Pradesh**

Sir,

Ref. Your Tender No. _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories _____ at _____, hereby authorise 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 Tender document for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender documents for the above goods manufactured by us. Agency agreement with them giving details of agency commission shall be provided.

We also hereby extend our full guarantee, warranty & CMC terms, as specified therein for compliance in accordance with the Tender documents including amendments/ corrigendum (if any), for the goods and services offered for supply by the above firm.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs

[Name & address of the manufacturers]

Note: 1. This letter of authorisation 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.

2. Original letter may be sent.

FORMAT OF PERFORMANCE CERTIFICATE
(FROM CLIENTS)

TO WHOM IT MAY CONCERN

Ref. No. _____

Date_____

Certified that M/s_____ (name & address of bidder/ Supplier)
supplied us _____ Nos (specify name of goods/ stores) manufactured by
_____ (specify name of the equipment) against our order
no_____ dt_____ (please specify order number &
date). The goods/ stores were supplied over to us and accepted by us on _____
(specify date) to our entire satisfaction to this effect.

Place:_____

Name & Designation of Officer with Seal

Date:_____

(in capital letters)

Kindly Note:

IPC has right to call for original to verify and also has right to cross verify from the issuer and concerned organization.

To be made on Rs. 100.00 Non-Judicial Stamp Paper

AGREEMENT/ CONTRACT FORM

THIS AGREEMENT is made on the ____ day of _____ (Month) _____ (Year)

BETWEEN

Indian Pharmacopoeia Commission that is an autonomous institution under Ministry of Health & Family Welfare (MoH&FW) and having its premises at Sector-23, Raj Nagar, Ghaziabad-201002, (Hereinafter called "**the Institution**") and,

AND M/s _____ (Name of the Bidder/ Supplier), a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of Business at _____ (Address of Supplier) (hereinafter called "**the Supplier**").

WHEREAS the Institution invited bids for certain Goods/ stores and ancillary services viz, _____ [brief description of Goods/ stores and Services] and has accepted a bid by the Supplier for the supply of those goods/ stores and services in the sum of Rs. _____ [contract unit price in the words and figures] (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Institution and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) Tender Document No. _____ dated. _____
 - (b) Amendment/ Corrigendum (if any)
 - (c) This Contract Agreement
 - (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
 - (e) The Supplier's bid and original Price Schedules
 - (f) The Schedule of Requirements
 - (g) The Institution's Letter of Award (LOA)
 - (h) Supply Order
 - (i) [Specify: any other documents]
3. In consideration of the payments to be made by the Institution to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Institution to provide the Goods/ stores and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Institution hereby covenants to pay the Supplier in consideration of the provision of the Goods/ stores and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

SI NO.	BRIEF DESCRIPTION OF GOODS/ STORES	UNIT PRICE	DELIVERY TERMS

DELIVERY SCHEDULE:

WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year above written.

For and on behalf of the Supplier

For and on behalf of the Institution

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Supplier

Stamp/Seal of the Institution

By the said _____

By the said _____

Name on behalf of the Supplier

Name on behalf of the Institution

in the presence of :

in the presence of :

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Contact No. _____

Contact No. _____

CMC CONTRACT FORM
CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Contract No. _____

Dated _____

THIS AGREEMENT is made on the ____ day of _____ (Month) _____ (Year)

BETWEEN

Indian Pharmacopoeia Commission that is an autonomous institution under Ministry of Health & Family Welfare (MoH&FW) and having its premises at Sector-23, Raj Nagar, Ghaziabad-201002, (Hereinafter called **“the Institution”**) and,

AND

 (Name & Address of the Supplier)

Ref: Contract No. _____ dated _____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

1	2	3	4								5
Sch. No.	BRIEF DESCRIPTION OF GOODS	QTY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.								Total Annual Comprehensive Maintenance Contract Cost [3 x (4a+4b+4c+4d+4e +4f+4g+4h)]
			1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	
			a	b	c	d	e	f	g	h	

Total value (in figure) _____ (In words) _____

b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)

- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for **next 8 years** as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Turnkey (if any).
- d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till _____ (fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Purchaser.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period along with service report, duly certified by the Consignee. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. authorized Official)

Signature, name and address
of IPC official)

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of

(Name and address of the Supplier)

(Seal of the supplier)

Date: _____

Place: _____

BANK GUARANTEE FORM
FOR PERFORMANCE SECURITY/ CMC SECURITY

To,

**Secretary-cum-Scientific Director,
Indian Pharmacopoeia Commission (IPC),
Sec-23, Raj Nagar,
Ghaziabad- 201002
Uttar Pradesh**

WHEREAS _____ (Name and address of the Bidder/ Supplier)
(Hereinafter called "the supplier") has undertaken, in pursuance of Tender/ Contract
No. _____ dated _____ to supply (description of goods and services)
(herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you
with a bank guarantee by a scheduled commercial bank recognised 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 contract 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 _____ months from the date of Notification of Award i.e up to ----
----- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

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

PROVISIONAL RECEIPT CERTIFICATE

Received intact the entire material in full and good condition and the goods/ stores have been taken into account entering in the stock register. The details are certified as under;

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

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Name of Item supplied : _____
- 4) Quantity Supplied : _____
- 5) Date of Receipt by the Consignee : _____
- 6) Name and designation of IPC Officials : _____
- 7) Signature of IPC Officials with date : _____
- 8) Seal of Institution : _____

FINAL ACCEPTANCE CERTIFICATE (FAC)

1. IPC Order No. and date : _____
2. Name of Supplier : _____
3. Name of the item received in full
and good condition (in units) with
details as under

Item

Quantity

Quality

**SIGNATURE WITH SEAL,
NAME & FULL ADDRESS
WITH PIN CODE AND PHONE NUMBER**

SECTION-IX

QUICK CHECKLIST GUIDE

Note: Except demand drafts, please put page number on each & every documents, starting with **Pg. No. 42** after arranging the documents in the sequence as listed below and write their Page Numbers in respective column.

Sr. No.	Particulars	Please Specify (Yes/ No)	Page No. in Bidding Documents
1.	Enclosed Demand Draft for Rs. 560/- (Rupees: Five Hundred Sixty Only) for tender document downloaded from IPC website. DD No. _____ Date: _____ Drawn on Bank _____		N/A
2.	Enclosed EMD Demand Draft for Rs. 1,50,000/- (Rs. One Lakh Fifty Thousand Only) DD No. _____ Date: _____ Drawn on Bank: _____ Or For claiming exemption, Attach MSME/NSIC/ Startup Certificate		N/A
3.	Authorized Signatory Letter (if applicable)		
4.	A Brief Profile of the firm with its Technical capabilities & Manpower details on its Letter Head		
5.	Enclosed copy of Certificate of Registration/Incorporation.		
6.	Enclosed copy of GST Certificate		
7.	Enclosed copy of PAN Card		
8.	Enclosed copy of NSIC/ MSME/ Startup Certificate (if any)		
9.	Enclosed copy of Annual Report/ Balance sheet/ Profit & Loss Statement of the company, duly certified by Chartered Accountant for last 3 years (F.Y 2016-17, 2017-18 & 2018-19)		
10.	Enclosed copy of Manufacturer ISO 9001 & ISO 14001 Certificates		
11.	Enclosed copy of Other Quality Assurance Certificates (if any)		
12.	Enclosed copy of Relevant Experience supporting documents (such as Performance Certificate from Client, PO copies with proof of delivery/ acceptance/ payment receipt etc. against respective PO)		
13.	Enclosed Manufacturer Authorization Form/Letter		
14.	Enclosed Product catalogues / Data Sheet		
15.	Annexed Annexure-A (Integrity Pact)		
16.	Annexure- B & C on Company Letter Head		
17.	Must have signed & stamped every enclosed documents, certificate etc.		N/A
18.	Technical Bid Envelope- Kept Page No. 01 to 37 with all other supporting documents in Technical Bid Envelope.		Pg. No. 01-37
19.	Price Bid Envelope- Kept Page No. 38-41 i.e. Price Bid, in Price Bid Envelope only.		Pg. No. 38-41

SECTION-X



PRICE BID

FOR

**Procurement of
“KARL FISCHER TITRATOR”
at IPC, Ghaziabad**

**TENDER NO. IPC/5519/2020-21
DATED: 18.08.2020**

INDIAN PHARMACOPOEIA COMMISSION

MINISTRY OF HEALTH & FAMILY WELFARE

GOVERNMENT OF INDIA

SECTOR 23, RAJ NAGAR, GHAZIABAD-201002

TEL NO: 0120-2783392, 2783400, FAX 2783311

E-mail: lab.ipc@gov.in, Website: www.ipc.gov.in

PRICE BID

Price Bid to be kept in Separate Envelope/ Cover of Price Bid

Name of Bidder :
(With Address & Contact Details)

PART- I

A	Brief Description of Item/ Stores	Karl Fischer Titrator (In line of Technical Specifications & Accessories detailed in Technical Bid & submitted deviation statement)		
B	Requisite Qty.	02		
C	Accounting Unit (A/U)	Set		
D	Price Break-up Per Unit (INR)	1	Cost of Store (Rs.)	
		2	Packing & Forwarding Charges (if any)	
		3	Transport, Insurance and other incidental Charges (if any)	
		4	Installation Charges (if any)	
		5	All Other Charges (if any)	
		6	All Custom and/ or Excise Duties Charges (if any)	
		7	GST @ 5% Amount	
E	Total Price Per Unit in INR (inclusive of All Charges) i.e. (Sum of D1 to D7)			
F	Grand Total Amount for S.I.T.C at IPC (INR) (B X E)			
G	Grand Total Amount in Words			

PART- II

ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT (CMC)

CMC Price after Warranty Period to be quoted in the same format:

A	B	C	D	E	F
Sr. No.	CMC Year (after Warranty)	Brief Description of Item	Qty. (Set)	Price of Comprehensive Maintenance Contract (CMC)/ Unit (Rs.)	Total Price of Comprehensive Maintenance (CMC) (Rs.) (D x E)
1.	1 st Year		02		
2.	2 nd Year		02		
3.	3 rd Year		02		
4.	4 th Year		02		
5.	5 th Year		02		
6.	6 th Year		02		
7.	7 th Year		02		
8.	8 th Year		02		
9.	Total (Rs.) (F1+ F2+ F3+ F4+ F5+F6+F7+F8)				
10.	GST @ ____				
11.	Grand Total (Rs.) (F9 + F10)				

Grand Total Amount in Words _____

- The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance (including testing & calibration as per technical/ service /operational manual of the manufacturer) labour and spares etc. after satisfactory completion of Warranty period, must be quoted for next 8 years on yearly basis for complete equipment (including other vacuumatic parts wherever applicable) and Turnkey (if any). The Service Engineer shall visit IPC as recommended in the manufacturer's technical/ service /operational manual, not less than once in three months during the CMC period.
- The cost of CMC to be quoted along with taxes that is applicable on the date of Tender Opening. The taxes to be paid extra, to 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.

- c. **Cost of CMC will be added for Ranking/Evaluation purpose.**
- d. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e. During CMC period, the service engineer is required to visit IPC at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f. All software updates and changes should be provided free of cost during CMC.
- g. Refer other CMC terms & conditions in Special Condition of Contract (SCC) in Tender Documents.

KINDLY NOTE:

- I. The rates must be quoted in prescribed format/ Performa only.
- II. IPC, Ghaziabad is registered with Department of Scientific and Industrial Research (DSIR) and thereby exempted for Custom & Excise duty under the provision of Notification No. 51/96-Custom dtd. 23.07.1996 and 10/97- Central Excise, dtd. 01.03.1997 as amended from time to time. To avail the exemption, IPC would provide above certificates with supporting documents to the bidder. Subject to above, the bidder may accordingly submit their bids.
- III. Goods & Service Taxes (GST), as applicable, shall be paid at actual at the time of invoice generation against documentary evidence for variation (if any). This commission, as a Government Research Institute under DSIR, reserves the right to claim GST Charges at the rate of 5.0 per cent under Govt. Notification No. 45/2017 & 47/2017. GST Concessional Certificate for same would be provided to the successful bidders.
- IV. Taxes, duties & other charges not specified in price bid, will be treated as inclusive.
- V. No additional charges (i.e. Packing & forwarding, transportation, loading & unloading, insurance charges, SITC & GST etc) other than quoted would be paid extra.
- VI. TDS & other taxes shall be deducted as per applicable rules.

It is hereby confirmed that we shall abide by all terms & conditions as specified in this tender.

SIGNATURE OF AUTHORIZED SIGNATORY:

NAME & ADDRESS OF BIDDER

(Seal of the Bidder)

Telephone & Mobile Number:- _____