

**Department of Medical and Health Services
Government of Rajasthan (GoR)**

RFP for Supply & installation of Laboratory Equipments and Instruments from Manufacturers/Direct Importers or Authorised Distributors/Dealers for the use in “Drugs Testing Laboratory, Rajasthan” under Department of Medical and Health Services, Government of Rajasthan.



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Request for Proposal (RFP) Document for

Supply & installation of Laboratory Equipments and Instruments from Manufacturers/Direct Importers or their Authorised Distributors/Dealers for use in “Drugs Testing Laboratory, Rajasthan under Department of Medical and Health Services, Government of Rajasthan Through e- Bidding Procedure

Reference No.: DTL/02/2016-2017 Dated 07/12/2016

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at https://eproc.rajasthan.gov.in
Procuring Authority	DEPUTY DIRECTOR, DRUGS TESTING LABORATORY, SETHI COLONY, JAIPUR RAJASTHAN Tel : 0141-2618665 Email: dtl_rajasthan@yahoo.in
Last Date & Time of Submission of Bid	05/01/2017 till 11:00 A.M
Date & Time of Opening of Technical Bid	06/01/2017 at 11:00 A.M

Bidding Document Fee: Rs. 2000 (Rupees Two Thousand only)

Name of the Bidding Company/ Firm:			
Contact Person(Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Drugs Testing Laboratory, Rajasthan

Sethi Colony, Jaipur (Rajasthan), 302004

Phone: 0141-2618665

Web: <http://rajswasthya.nic.in>, Email: dtl_rajasthan@yahoo.in

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BG	Bank Guarantee
BoM	Bill of Material
BoQ	Bill of Quantity
CE	<i>Conformite Europeene</i>
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Deputy Director, Drugs Testing Laboratory, M&H Department, Govt. of Rajasthan in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of purchase order or as specified in the bid document.
Day	A calendar day as per GoR/ GoI.
DTL	Drugs Testing Laboratory, Rajasthan
M&H	Department of Medical and Health Services, Govt. Of Rajasthan
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an e-

	Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). e-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
GLONASS	Global Orbital Navigation Satellite System
GMP	Good Manufacturing Practices
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GPS	Global Positioning System
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
MSAS	MTSAT Satellite Based Augmentation System
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette

OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
ppm	Parts per million
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. Drugs Testing Laboratory, M&H, GoR in this RFP document.
RFP	Request For Proposal
RVAT	Rajasthan Value Added Tax
rpm	Revolution per minute
SP	Solution Provider/Service Provider
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number

TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

1.INVITATION FOR BIDS (IFB)& NOTICE INVITING BIDS (NIB)

Name & Address of the Procuring Entity	• Name: Deputy Director • Drugs Testing Laboratory, Rajasthan, Sethi Colony, Jaipur 302004
Name & Address of the Officer In-charge (POIC)	• Name: Hari Prakash Soni • Designation: Deputy Director, DTL • Address: Drugs Testing Laboratory, Rajasthan, Sethi Colony, Jaipur 302004 • Email: dtl_rajasthan@yahoo.in
Subject Matter of Procurement	Supply & installation of Laboratory Equipments and Instruments from Manufacturers/Direct Importers or their Authorised Distributors/Dealers for use in "Drugs Testing Laboratory, Rajasthan under M&H, Government of Rajasthan.
Bid Procedure	Single-stage: two part (envelop) open competitive e-bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest evaluated Technically qualified bidder will be awarded the Contract
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	• Websites: http://eproc.rajasthan.gov.in, http://sppp.raj.nic.in, http://dipr.rajasthan.gov.in, http://rajswasthya.nic.in, • Bidding document fee: Rs. 2000/- (Rupees Two Thousand only) in Cash/ Demand Draft in favour of "Deputy Director, Drugs Testing Laboratory" payable at "Jaipur".
Period of Sale of Bidding Document	• Start Date: 07/12/2016 • End Date: 05/01/2017 till 11:00 a.m
Estimated Procurement Cost	Rs. 3.09 crores (Rupees Three Crores and nine Lakhs only)
Bid Security : Mode of Payment, Date, Time and Place of submission	Amount (INR): Rs. 6.18 Lakh for all the items (Bid security will be 2% of the estimated cost of the quoted items as per the Annexure 16) For small scale industry of Rajasthan amount Rs. 1.54 Lakh for all the items. For sick industry other than the small scale industry amount Rs.3.09 Lakh Mode of Payment: Banker's Cheque or Demand Draft or Bank guarantee deposit through eGRAS (https://egras.raj.nic.in/) in favour of " Deputy Director, Drugs Testing Laboratory " payable at "Jaipur". Last date and time: 05/01/2017 till 05:00 p.m. • Place: Deputy Director, Drugs Testing Laboratory, Sethi Colony, Jaipur 302004
RISL Processing Fee	Amount (INR): Rs. 1000/- in favour of "Managing Director, RISL Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.

Manner & Deadline for the submission of Bids	• Manner: : Online at e-Procurement website (http://eproc.rajasthan.gov.in) 05/01/2017 11:00 a.m
Date/ Time/ Place of Pre- Bid meeting	• Date: 14/12/2016 • Time: 2:00 p.m • Place: Office of Deputy Director, Drugs Testing Laboratory, Sethi Colony, Jaipur- 302004
Manner & Deadline for the submission of Queries	• Manner: : Online at e-Procurement website (http://eproc.rajasthan.gov.in) • Last date of submitting clarifications requests by the bidder: 16/12/2016 ; Response to queries/clarifications by procuring entity: 19/12/2016
Date/ Time/ Place of Technical Bid Opening	• Date: 06/01/2017 • Time: 11:00 a.m • Place: : Office of Deputy Director, Drugs Testing Laboratory, Sethi Colony, Jaipur- 302004
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	180 days from the bid submission deadline

Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority (DD,DTL Jaipur) as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to time and date mentioned in the NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Deputy Director, Drugs Testing Laboratory" payable at "Jaipur" and the RISL Processing Fee in favour of "Managing Director, RISL ." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Node etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) DTL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.

- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, TilakMarg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.



(H.P.Soni)

Deputy Director,
Drugs Testing Laboratory,
Rajasthan, Jaipur

2. PROJECT PROFILE & BACKGROUND INFORMATION

Project Profile

Well equipped and fully functional Drugs Testing Laboratory in Rajasthan is very much required to provide high quality & best purity of drugs being used by common man. This task is being carried out by Drugs Testing Laboratory, Rajasthan located at Sethi Colony, Jaipur. This laboratory is equipped with mainly instrumental and physiochemical testing facilities and along with this microbiological section has also been started from 2011. To accelerate and facilitate the stricter and frequent monitoring of Quality Assurance of Drugs in the coming year 2016-17 it is required that in the Drugs Testing Laboratory latest sophisticated instruments and equipments are made available

Objective : *The key objective is to procure various equipments and instruments for the use of testing samples received in Drugs testing Laboratory, Rajasthan*

Brief Description of the work: *Procured equipments and instruments will be used in Drugs Testing Laboratory, Rajasthan for the analysis of various categories of drug samples and pharmaceutical products drawn by Drug Control officers of the Rajasthan state so that good quality drugs and other products can be made available to the public.*

The Bidder shall supply and install the respective items (details as per annexure-1 i.e. bill of material) **with three years comprehensive guarantee** support for all the laboratory equipments as per terms and conditions of the bidding document.

3. QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the e-procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	1. The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)	1.- Copy of valid Registration Certificates

S. No.	Basic Requirement	Specific Requirements	Documents Required
		OR 2. A company registered under Indian Companies Act, 1956 OR 3. A partnership firm registered under Indian Partnership Act, 1932. (If the bidding party is a partnership establishment or a partnership company, the labour license should be in the name of that partnership establishment, or in the name of partnership Company.) OR 4. An organisation registered under Rajasthan State Trust Act/Indian Trusts Act 1882/Society Registration Act, 1860/Any other Trust or Society Act of Government of India/Department of GOI/GoR OR 5. Small Scale Industry of Rajasthan and Sick Industry other than small scale industry OR 6. Manufacturer, Direct importer, dealer and distributor are eligible to participate in the bidding process.	2. Copy of valid Registration Certificates -Copy of Certificates of incorporation 3. Copy of valid Registration Certificates List of partners with partnership deed, 4) Copy of valid Registration Certificates from Registrar of Societies 5) Copy of Registration and Proof regarding small scale industry or sick industry 6) Manufacturers Authorization Certificate as per annexure 8
2	Eligibility Status	1. For Laboratory Equipment's (item no 1 to 4) Only Manufactures/Direct Importers are eligible 2. For Instruments (item no. 5 to 21) Manufactures/Direct Importers and their authorised dealer/ distributors are eligible	Declaration as per annexure 7

S. No.	Basic Requirement	Specific Requirements	Documents Required
3	Financial Turnover	1. For Laboratory Equipments (item no 1 to 4) i. Minimum average annual Turnover from the bidder during last three financial years, i.e., for the period of FY 2013-14 to FY 2015-16 should not less than 3.0 crore. ii) SSI and Sick industry is exempted 2. For Instruments (item no. 5 to 10) i) Minimum average annual Turnover from the bidder during last three financial years, i.e., for the period of FY 2013-14 to FY 2015-16 should not less than 1.0 Crore ii) SSI and Sick industry is exempted 3. For Instruments (item no. 11 to 21) i) Minimum annual Turnover from the bidder during last financial year, i.e., for the period of 2015-16 should not less than 10 lakhs ii) SSI and Sick industry is exempted	CA Certificate with CA's Registration Number/ Seal CA Certificate with CA's Registration Number/ Seal CA Certificate with CA's Registration Number/ Seal
4	Financial: Net Worth	i) The net worth of the bidder during last three financial year's i.e for the period of FY 2103-14 to FY 2015-216 should be Positive. ii) Note: SSI and Sick industry is exempted.	i) CA Certificate with CA's Registration Number/ Seal ii) Valid Proof issued by the competent authority
5	Technical Capability & Experience	1. For Laboratory Equipments (Item no 1 to 4) The bidder must have successfully executed two orders of supply and satisfactory working of similar nature of instruments (scientific analytical) during the last three years for government/ semi govt. departments, government recognized organizations or other institutions. 2. For Instruments (item no. 5 to 10) The bidder must have successfully executed two orders of supply and satisfactory working of similar nature of instruments (scientific analytical) during the last three years for government/	Copies of Supporting Documents such as purchase order(s) and invoice(s)

S. No.	Basic Requirement	Specific Requirements	Documents Required
		semi govt. departments, government recognized organizations or other institutions. 3.For Instruments (item no. 11 to 21) The bidder must have successfully executed one order of supply and satisfactory working of similar nature of instruments (scientific analytical) during the last year for government/ semi govt. departments, government recognized organizations or other institutions.	
6	OEM Authorization	The bidder should be an Original Equipment Manufacturer (OEM) /Direct Importer or an authorized reseller/ distributor/ dealer for Maintenance support and services of the OEM in India. The bidder must attach Manufacturing Authorization & Back-to-back support for all the items to be covered through this tender.	As per Annexure-8
7.	IEC Certificate	In case of imported Equipment and Instruments Self attested photocopy of import license & license for sales issued by concerning licensing authority, if applicable	Copies of Relevant Certificate
8.	Other Certifications	All Equipment's/Instruments at Annexure 1 should be ISO/CE marked or certified or as specified in specification of the particular instruments.	Copies of Relevant Certificate
9.	Tax registration and clearance	The bidder should have a registered number of i. VAT/ CST where his business is located ii. Service Tax iii. Income Tax / Pan number. The bidder should have cleared his VAT/ CST dues to the Government up to 31/03/2016 or later	Copies of relevant certificates of registration number VAT/ CST clearance certificate from the Commercial Taxes Officer of the Circle concerned
10.	Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not been	A Self Certified letter as per Annexure-4:

S. No.	Basic Requirement	Specific Requirements	Documents Required
		blacklisted, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	Self-Declaration

- 2) In addition to the provisions regarding the qualifications/Eligibility criteria of the bidders as set out in (1) above: -
- the procuring entity shall disqualify a bidder as per the provisions under "Clause:Exclusion/ Disqualification of bids in Instruction to Bidders (ITB)"; and
 - the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK

Details of work (SoW) for Laboratory Equipments :-

- a) The supplier shall be responsible to provide required items mentioned in **Annexure – 1: Bill of Material (BoM) and Annexure-2: Technical Specifications of this RFP document.**

The bidding party has the option to apply for tender in one item or more than one item (details as per the annexure 2). Accordingly, the EMD has to be submitted as mentioned in Annexure 16.

- b) Supplier shall deliver the laboratory equipments at Drugs Testing Laboratory, Sethi Colony, Jaipur or as specified in the order .The delivery period will be as per Annexure 16 from date of Purchase Order . **Additional 15 days will be added in delivery period in case of imported instruments but their Indian Components (if any) has to be supplied within stipulated time period.(i.e mentioned in Annexure 16)**
- c) Supplier shall install, configure the supplied items and provide onsite training.

5. INSTRUCTION TO BIDDERS (ITB)

1) Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of cash, banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposited through eGRAS. The bid security must remain valid 30 days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;

- d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- j) No interest shall be payable on the bid security.
- k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- l) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2) **Downloading of Bidding/ Tender Documents**

- a) The downloading of bidding documents shall be commenced from the date of publication of NIB and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the SPPP and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

3) **Pre-bid Meeting/ Clarifications**

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents as per Annexure -3 Pre-Bid Queries Format up to date and time informed during the pre bid meeting.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - i. Last date of submitting clarifications requests by the bidder: .12.2016
 - ii. Response to clarifications by procuring entity: .12.2016

4) Changes in the Bidding Document

- a) At any time, prior to the deadline for presenting bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.
- d) Any bidder, who has submitted his bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of bids, when changes are made to the bidding document by the procuring entity:

Provided that the bid last submitted or the bid as modified by the bidder shall be considered for evaluation.

5) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive bid.
- b) Prior to the expiry of the period of validity of bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

6) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid (BOQ)
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement), and Bid Security	Instrument/ Proof of submission
Eligibility Documents		
2.	Bidder's Authorisation Certificate	As per Annexure-4 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.
3.	Original Scanned Bid Document	To be uploaded duly signed and stamped on each page.
4.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
5.	Self Declaration by Bidders	As per Annexure-5
6.	Certificate of Conformity/ No Deviation	As per Annexure-6
7.	Declaration by Bidders	As per Annexure-7
8.	Manufacturer's Authorisation Form (MAF)	As per Annexure-8 (Indicative Format)
9.	Undertaking on Authenticity of Laboratory Equipments	As per Annexure-9
10.	Items Offered + Technical specifications compliance sheet for all items only on OEM's letter-head	As per Annexure-10

b) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-11 (FBCOVER.PDF)
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

7) **Cost & Language of Bidding**

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

8) **Alternative/ Multiple Bids**

Alternative/ Multiple bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical bid and should also mention the details of the quoted make/ model in the “Annexure-9: Components Offered”.

9) **Deadline for the submission of Bids**

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference

or otherwise and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the bids receiving and opening authority, the last date of submission or opening of bids is a non-working day, the bids shall be received or opened on the next working day.

10) Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.
- c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

11) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to DTL & RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- b. bid is valid for the period, specified in the bidding document;
- c. bid is unconditional and the bidder has agreed to give the required performance security; and
- d. other conditions, as specified in the bidding document are fulfilled.
- e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) **Selection Method:**

Lowest evaluated technically responsive bidder shall be selected for award of contract.

13) **Clarification of Bids**

- a) To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its bid. The committee's request for clarification and the response of the bidder shall be in writing.
- b) Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

14) **Evaluation & Tabulation of Technical Bids**

a) **Determination of Responsiveness**

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

- i. “deviation” is a departure from the requirements specified in the bidding document;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- a) The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and Signing of Bids”

The Bidder will be asked to demonstrate the instrument and its techniqe, procdure and utlity of the equipment/instrument as per specifications given in the bid document before the technical committee as and when demanded .Demonstrations will be performed only on the make and model quoted in the bid. Financial bid will be not be opened/considered of the bidder who is unsucessful in the demonstration of the instrument.

d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;

- d) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- e) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- f) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- h) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive bids, on the following basis, namely: -

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) Comparison of rates of firms outside and those in Rajasthan

While tabulating the financial bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

18) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations maybe undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

- c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
 - c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

20) **Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

21) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding

documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

22) Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

23) Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

24) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the value of goods or services of the original contract.

25) Performance Security

- a. Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken

from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- b. The amount of performance security shall be 5% of the amount of offered value/supply order. In case of small scale industry of Rajasthan it shall be 1% of the amount of quantity of the offered value/supply order and in case of sick industry other than the small scale industry whose cases are pending before the board of Industrial and Financial Reconstruction it shall be 2 % of the amount of the offered value/supply order.

Performance security shall be furnished in any one of the following forms: -

- c. deposit through eGRAS;
 - d. Bank Draft or Banker's Cheque of a scheduled bank;
 - e. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - f. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - g. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- b) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including guarantee obligations and maintenance and defect liability period. Performance security will be returned after the successful completion of guarantee period and satisfactory performance report signed by OIC/nodal officer.

- c) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- d) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- e) No interest shall be payable on the PSD.

26) **Execution of agreement**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost to be purchased from anywhere in Rajasthan only.

27) **Confidentiality**

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the

procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

28) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

29) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;

- e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

30) **Conflict of Interest**

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

31) **Interference with Procurement Process**

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

32) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :

First Appellate Authority: Director (PH),M&H, GoR or as specified by GoR

Second Appellate Authority: Principal Secretary, Medical and Health Department, GoR or as specified by GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-12 along with as many copies as there are respondents in the appeal.

- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
 - i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

33) Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal

of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

34) **Vexatious Appeals & Complaints**

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

35) **Offenses by Firms/ Companies**

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

36) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

37) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERAL TERMS AND CONDITIONS OF TENDER

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

- h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) “The Site,” where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) **Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) **Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the

Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) **Joint Venture, Consortium or Association**

Joint Venture, Consortium or Association is not allowed for the bid.

5) **Eligible Goods and Related Services**

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply & installation and onsite training.
- b) All articles/ goods in the bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly

mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.

- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.
- f) The bidder will offer only one make and model of the item.

6) Service of Notice, Documents & Orders

- a) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

7) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote any equipment that is likely to be declared as End of Sale in next 3 months and End of Service/ Support for a period of 10 Years for Laboratory Equipments. OEMs are required to mention this in the MAF for all the quoted items. If any of the instrument is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such items with the

latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

8) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply& install the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) The selected bidder shall be responsible for carrying out annual maintenance and repairs of machinery and equipment on the terms and conditions as specified in the tender document.
- e) The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model the bidder will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

9) Supplier's/ Selected Bidder's Responsibilities

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

10) Purchaser's Responsibilities

- a) Whenever the supply of equipments and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

11) Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

12) Recoveries from Supplier/ Selected Bidder

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

13) Taxes & Duties

- a) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- b) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no "C-Form/ D-Form", or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.

14) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

16) Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the

remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

17) **Insurance**

- a) The goods will be delivered at the destination go-down in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

18) **Transportation**

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

19) **Inspection**

- a) As soon as the goods arrive at the designated place for supply, an inspection Committee constituted by DTL shall inspect the material for its conformity with technical specification mentioned.
- b) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/ machineries during manufacturing process or afterwards as may be decided.
- c) The bidder shall furnish complete address of the premises of his office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

- d) Supplies when received shall be subject to inspection to ensure whether they conform to the specifications. Inspection will be conducted by a committee constituted by the Purchase Officer. Where ever, necessary or prescribed or practical, tests shall be carried out in Government laboratories or any other recognized testing centre.
- e) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

20) Testing charges (if applicable)

Testing charges shall be borne by the Government. In case of test results showing that supplies are not up-to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

21) Rejection

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of DTL work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

22) Freight

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the supplier's bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

23) Payments

- a) Unless otherwise agreed between the parties, payment for the delivery of the items will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R all remittance charges will be borne by the bidder.
- b) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- c) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- d) The bill/invoice (In Triplicate) shall be submitted to Deputy Director, DTL

24) Liquidated Damages (LD)

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply/ install/ complete:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

25) Bidders must make their own arrangements to obtain import licence/Import Export Code (IEC), if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless

specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

26) Settlement of Disputes:

All disputes pertaining to the Contract shall be decided as per the provision of Arbitration & Conciliation act, 1996.

27) All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated at Jaipur City, Rajasthan and not elsewhere.

28) Authenticity of Equipment

a) The selected bidder shall certify (as per Annexure-9) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

29) Guarantee

a) The bidder must supply all items with comprehensive on-site OEM guarantee valid for three years for the Laboratory Equipments or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the

bidder, the guarantee shall start from the date of last successful installation of the items covered under the PO.

- b) The comprehensive on – site guarantee shall cover repair/replacement of all defective parts if any, with the same or equivalent make for any part removed.
- c) At the time of goods delivery, the selected bidder shall submit a certificate/undertaking from the respective OEM mentioning the fact that the goods supplied are covered under comprehensive guarantee & support for the prescribed period.
- d) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- e) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- f) During the guarantee period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

30) **Patent Indemnity**

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

31) **Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest

costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

32) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the DTL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by DTL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the DTL, the DTL may take the case with the supplier/ selected bidder on similar lines.

33) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;

- iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

34) **Termination**

a) Termination for Default

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DTL; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If DTL terminates the contract in whole or in part, amount of PSD may be forfeited.

b) Termination for Insolvency

DTL may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such

termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DTL

c) Termination for Convenience

- i. DTL, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.



(H.P.Soni)

Deputy Director,
Drugs Testing Laboratory,
Rajasthan, Jaipur

7. SPECIAL TERMS AND CONDITIONS OF TENDER

1. Technical Bid & Earnest Money and Financial Bid-BOQ should be submitted as specified in the bid document. The Bidder shall sign with seal on every page of the tender form and Terms & Conditions in token of his acceptance of all the Terms & Conditions of the bid and upload the same. He should also sign and affix seal at the bottom of each page of the bid document, Non receipt of terms and conditions duly signed with the tender shall render the tender to be rejected.
2. **Pre-requisites if any for successful installation including UPS, Computer, Printer and any other item should be provided by the firm in technical bid and financial bid respectively.**
3. **In case of imported equipment's, Training will be provided for minimum two officials at Principal's place in India for minimum two days for sample analysis and preparation for the quoted equipment by the bidder without any additional charges. Bidder should have training facility (Laboratory) in India.**
4. Conditional tenders will not be considered.
5. During brake down of equipment firm will depute the engineer for the immediate rectification of the defect within 48 working hours positively otherwise a sum of equivalent to 0.25% of the cost of equipment per day will be recovered from the firm as compensation from the date of intimation. If defect is not rectified within the period, purchasing officer will get rectify the defect and the charges may be recovered from the contractor.
6. **Custom clearance from the customs and concerned airport authority will be arranged by the Bidder at its own level. Necessary NMIC and CDEC documents as per government rules will be provided by Deputy Director, Drugs Testing Laboratory, Jaipur.**
7. Four (4 nos.) preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during the guarantee period.
8. Payments will be made only after satisfactorily installation and demonstration of the instrument.
9. The bidder should quote rates in Indian rupees and payment will be made in Indian rupees.
10. Bidder will certify that quoted model is of the latest technology and have not been outdated. In case of change in model he will give sufficient notice to the Purchase

Officer who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.

11. Bidder will certify that the quoted rates are reasonable and not sold lower rates to any one that charged from this office.

12. Jurisdiction will be at Jaipur City only.

13. In regard of Indigenous products manufacture should be ISO certified company and quoted items should be CE certified.

14. All bank charges will be borne by bidder.

15. (a) In case items are costing less than 5.00 lacs then firm will submit an undertaking on non-judicial stamp paper worth Rs 500.00 for availability of spare parts and consumables for the quoted equipments for at least 10 years from the date of installation. The approved firm will also submit the agreement bond on non-judicial stamp paper worth Rs 500.00 and security money 5% at the time of approval of the item.

(b) In case items are costing above 5.00 lacs then firm will submit an undertaking on non-judicial stamp paper worth Rs 1000.00 for availability of spare parts and consumables for the quoted equipments for at least 10 years from the date of installation. The approved firm will also submit the agreement bond on non-judicial stamp paper worth Rs 1000.00 and security money 5% at the time of approval of the item.

16. Comprehensive guarantee period with spare parts for at least three years (from the date of installation/demonstration).

1) Payment Terms and Schedule

a) Payment schedule – Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under:

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S. No.	Milestone/ Phase	Deliverables	Payable Amount
1.	Completion of installation as mentioned in Section 4. Scope of work	Satisfactory installation Report	100%
2.	Completion of three year comprehensive onsite guarantee period for	Satisfactory performance report	Return of PSD

	Laboratory Equipments		
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- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services like maintenance performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract. The bill/invoice (In Triplicate) shall be submitted in the name of Deputy Director, DTL, Jaipur along with relevant reports/Certificates duly signed by site coordinator /Authority.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

2) Service Level Standards/ Requirements/ Agreement

- a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
- b) The bidder shall submit reports on all the service levels to the Purchaser, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

S. No.	Measurement Parameter	Service Level	Penalty
1.	Time taken for resolving issue	Within 10 days of lodging the complaint (excluding non-working Day)	No penalty
2.	Time taken for resolving issue	After 10 days of lodging the complaint (excluding non-working Day)	Rs. 100/- per day per equipment.

In case the supplier fails to rectify the defect(s) within 15 calendar days, it may be considered as breach of contract. Maximum applicable penalty shall be 5% of the order value of the current year.

3) Price Validity

The quoted price will remain valid and unchanged during the entire contract period.

4) Other terms and Conditions:

- The Solution Provider (SP) shall provide certificates from the OEM (Original Equipments Manufacturer) or authorized Indian representative to support maintenance activity related to these equipments during CMC period. Offer received from the SP without providing above certificates will be treated as cancelled.
- The SP shall coordinate the CMC related activities with Deputy Director,DTL, Jaipur.
- The term on site non comprehensive maintenance means SP will diagnose, repair/replace the faulty component/system/peripherals/software installed at all sites using its own resources within the given time frame. The required hardware, spares and softwares will be provided by the procuring entity.
- During maintenance activity, if any component / equipment is found non – operational because of mishandling by user agency or if found stolen, SP will replace the same on chargeable basis by mutually agreed terms with quotation by DTL,
- CMC includes both preventive and corrective maintenance activities.
- SP shall be a single contact point and available from 9 AM. To 6:30 PM on working days, having Land line/Cell Phone, Fax No, E-mail and address etc. SP must confirm complain/docket number to user and maintain the logbook.
- SP shall follow the maintenance guidelines as specified in the service manuals of the respective equipments supplied by OEM.
- SP shall arrange their own manpower & bear the charges towards maintenance, transportation, shifting of equipment, lodging, boarding, etc. insurance, during any transit of the deliverables.
- SP shall use their own test equipment and tools for carrying out maintenance activities.
- Spares: As the maintenance is non comprehensive in nature the purchaser should keep sufficient spares of essential/critical items or as recommended by manufacturer (OEM) to meet the down time of the system.
- Re-commissioning: Once the repair work is over during maintenance, SP should ensure that entire system is operational by re-commissioning the system again.
- SP shall adjust time schedules for preventive maintenance of equipment in coordination with the site incharge.

- SP has to send a quarterly report as to what breakdown maintenance has been done on the equipment with current status of each equipment; Summary of Daily log is to be used for generation of maintenance report and send to In-Charge at Jaipur.
- SP shall send the service report/certificates of conduct of satisfactory systems performance duly signed by the person/Authority on duty to in-charge, Jaipur.
- SP shall be wholly responsible for any accident and compensation payable to the personnel employed by SP and working under their control. SP shall keep the department fully indemnified against any claim in this regard.
- DTL, Govt. of Rajasthan shall not be responsible for any loss incurred by the SP for their equipments etc., however the SP shall be responsible for any loss or damage to equipments incurred by the SP or their representatives while executing the contract.
- Payments like custom duties, Octroi, sales tax, etc. towards spares procurement shall be the sole responsibility of the SP.
- DTL, Govt. of Rajasthan shall have no role to play in the import of replacement parts during the maintenance period. It is distinctly understood that the SP shall be entirely responsible for carrying out the imports of spares/components required for fulfilling their commitment regarding uptime for the equipments throughout the period of the contract.
- DTL, GoR reserve the right to add/remove any equipment during the currency of the contract.

ANNEXURE-1: BILL OF MATERIAL (BoM)**A. Items for supply:**

S.No.	Item (as per Technical Specification provided in Annexure-2)	Quantity	Compliance from MAF required (as per the annexure 8.) (Y/N)
1.	HPLC with auto sampler and other accessories	4	Y
2.	FTIR-Spectrophotometer	1	Y
3.	Auto Titrater and Karl Fisher Titrater	1	Y
4.	Gas Liquid chromatography (GLC)	1	Y
5.	UV Spectrophotometer	3	Y
6.	Digital Polari meter	1	Y
7.	Digital Refractometer	1	Y
8.	Dissolution Test Apparatus	3	Y
9.	Semi micro analytical balance with Printer	2	Y
10.	Muffle Furnace	3	Y
11.	Computerized Tensile Test machine	1	Y
12.	Analytical Balance	2	Y
13.	Horizontal Laminar Flow	1	Y
14.	BET Test Kit	1	Y
15.	Melting Point Apparatus Digital	2	Y
16.	DT machine with water bath	3	Y
17.	Refrigerator (Moisterles)	1	Y
18.	Ultrasonic Cleaner	2	Y
19.	Digital Bernier Calipers	2	Y
20.	Digital Micrometer (Screw Gauge)	2	Y
21.	Digital Thickness Gauge & Calibrated scale	2	Y

ANNEXURE-2: Format for Technical Specifications with Compliance Sheet:

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations. Also, the bidder is required to submit the technical compliance statement for each item on the respective OEM's letter-head.

Item No. 1 HPLC WITH AUTOSAMPLER AND OTHER ACCESSORIES**A.QUATERNARY HIGH PERFORMANCE LIQUID CHROMATOGRAPHY (HPLC) SYSTEM WITH PDA/DAD DETECTOR AND OTHER ACCESSORIES: 02 Set**

1	2.	3.	4.	5.	6.	7.
S.N o	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifict ions	Correspondin g Page No, Para No of Literature / Catalogue Encl.	Technica l Committ ee Report	Remarks If Any
1.	HPLC system consisting of Quaternary Gradient pump, Integrated Auto Injector, Online Degasser, Column Heater, PDA/DAD Detector along with software and Accessories.					
2.	<u>QUATERNARY GRADIENT PUMP:</u> Principle : Low Pressure Mixing - Serial Dual Piston Automatic Gradient Profile Facility Quaternary Pressure Gradient pump Operating Flow Range: 0.001–10 mL/min Flow Accuracy: ± 0.1%					

	Flow Precision: <0.1% RSD Accuracy : $\pm 0.5\%$ Precision : <0.15% SD Pressure Range : Greater than 10000 psi Pulsation : <2 bar or <1% whichever is greater Solvent Degassing: Built-in (Integrated), 4-channels Error detection, Leak detection and safe leak handling display feature should be available.					
3.	<u>Autosampler</u> Operating Principle : Inline Split Loop Sample Capacity : 90 vails or more Injection Volume : 0.01–100 μL Optional: 0.2–25 μL Injection Volume Accuracy : $\pm 1\mu\text{l}$ Injection Volume Precision: <0 1% of RSD Injection Volume Linearity : > 0.9999 RSD < 0.5% at 5 – 90 μL Sample Carry Over: Not more than 0.05% from previous injection Temperature Accuracy Sampler : $\pm 2^\circ\text{C}$					
4.	<u>Column Heater:</u> Temperature Control Range : Upto 80°C					
5.	<u>DETECTORS: Photo Diode Array/ Diode Array Detector</u> Wave length Range 190-700 nm Diode Element minimum 512 or more Wave length Accuracy $\pm 1\text{ nm}$ Wave length Precision $\pm 0.1\text{ nm}$ Noise Wide slit: < $\pm 8\text{ }\mu\text{AU}$ at 254 nm Response Time = 2 s Bandwidth – upto 4 nm					

	Drift < 1 mAU/h at 254 and 520 nm with water at 1.0 mL/min Temperature Path length 10 mm (or suitable) Cell Volume Approximately 10 µL Light source D2 and Tungsten lamp Lamp Hour D2 lamp >2000 hr lifetime Max. Data Collection Rate : 80 Hz or more including 3D data acquisition					
6.	<u>Software :</u> To control, acquisition, online display, processing peak point integration and reporting HPLC data, Full 32 - Bit Architecture software Windows 7/XP/2000 environment or suitable Data reports, online help and wizards Data Integrity, Advanced Security, Audit Trails System suitability min 5 Parameter can be checked Template saving & Auto run of templates Calibration curves facility System suit formula facility Facility for data security, audit trails and electronic signatures etc., should be available for GLP and 21 CFR compliance. Single point control of the entire HPLC.					
7.	<u>Columns (Pore Size 5 µ) (Make : Waters/Agilent/Hichrom/YMC):</u> (i) C-18 Column Size : 250x4.6 mm - 5 Nos. (ii) C-18 Column Size : 150 x 4.6 mm - 5 Nos.					

	(iii)C-8 Column Size : 250x4.6 mm - 2 Nos. (iv)C-8 Column Size : 150 x 4.6 mm – 2 Nos.					
8.	<u>Accessories:</u> 1.(A) Vials : 1 ml pack of 100 vials & 2 ml pack of 100 vials (One Each) (B)Low insert vials (for low volumes) : A pack of 100 vials 2.Filtration Assembly consisting of (A) Sample Filtration Kit – One Nos. (B)Membranes [Type: Dual (Aqueous & Organic solvents)] Size 13 mm diameter with Poresize 0.45 μ – 5 Pkt of 100 membranes Size 47 mm of 0.45 μ Poresize ; Qty- 05 pkt of 100 membranes (C)Pre-filters – 5 pkt of 100 circles (D)Solvent filtration kit –One No (E)Imported Oil Free Vacuum pump – One No.					
9.	Suitable PC & Printer with 3 KVA UPS of 60 min. Back up of reputed brands specification as under: Processor - Intel i5 (5 th generation) ; RAM - 4 GB ; Hard disk - 1 TB ; Graphic Card; DVD writer; 21” TFT screen ; LAN Port ; USB Ports ; Wi-Fi ; Multimedia Keyboard ; Optical Mouse					
10.	Operating System - Windows 8 / Windows 7 with media ; Antivirus					

11.	Printer- Laser Printer Monochrome with duplex printing and LAN port.					
12.	UPS-3 KVA, Single phase input & output online UPS with 60 min. backup –Qty 1					
13.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument.					
14.	(ii)Onsite IQ,OQ,PQ of the instrument along with the Document.					
15.	(iii)Satisfactory technical and application training to the personals at the site after installation.					
16.	(iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation.					
17.	(v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.					

B.QUATERNARY HIGH PERFORMANCE LIQUID CHROMATOGRAPHY (HPLC) SYSTEM WITH UV DECETOR , WPS AND OTHER ACCESSORIES: 02 Set

1	2.	3.	4.	5.	6.	7.
S.N o	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specificat ions	Correspondin g Page No, Para No of Literature /	Technica l Committ ee Report	Remarks If Any

				Catalogue Encl.		
1.	HPLC system consisting of Quaternary Gradient pump, Integrated Auto Injector, Online Degasser, Column Heater, UV-Vis Detector, Water Purification System along with software and Accessories.					
2.	<u>QUATERNARY GRADIENT PUMP:</u> 4-Channel facility in pump with serial pistons Able to work as Isocratic, Binary and quaternary mode Automatic Gradient Profiles facility Pressure operating range 7500 psi or better Composition Precision: $\pm 0.20\%$ or less Composition Range: 0 to 100% Composition Accuracy: $\pm 0.5\%$ or better Operating flow range: 0.01 - 10.00 ml/min, in 0.01 increments Flow Precision: 0.1% RSD Flow Accuracy: $\pm 1\%$ Suitable On-Line Degasser Error detection, Leak detection and safe leak handling display feature should be available.					
3.	<u>Autosampler</u> Operating Principle : Inline Split Loop Sample Capacity 90 vails or more Injection Volume : 0.01–100 μL Optional: 0.2–25 μL Injection Volume Accuracy : $\pm 1\mu\text{l}$ Injection Volume Precision: $<1\%$ of RSD					

	Injection Volume Linearity : > 0.9999 RSD < 0.5% at 5 – 90 µL Sample Carry Over: Not more than 0.05% from previous injection Injection Cycle Time : < 15 seconds for 5 µL Temperature Accuracy : ± 2°C					
4.	Column Heater: Temperature Control Range : Upto 80° C					
5.	<u>DETECTORS: UV-Vis. Detector</u> Wavelength Range: 190-600nm Light Source: Deuterium Lamp Lamp hour : D₂ lamp >2000 hr life time Noise: ± 0.25 x 10⁻⁴ AU Bandwidth: upto 6 nm Drift: ≤ 1 x 10⁻³ AU/hour/0C at 254nm, dry cell Data Rate: 80 Hz or More Detector linearity ≤ 5% at 2 AU Measurement / Sensitivity range: 0.0001 - 4.000 AUFS or more Detector should be based lamp optimization software for low noise performance or equivalent detection facility.					
6.	Water Purification System Water purification system (the source of water can be municipal tap water/ ground water) should have ONLINE TOC & LCD display facility, capable to generate Type I & Type II water to use in UV/HPLC and other analytical purposes.					

	The system should have purification cartridges with organic absorbents and membrane processes to purify the water Pre-treatment: Suitable pre treatment including 5 and 1 micron filters and activated carbon cartridge.					
7.	First Stage: It should have RO, Electro de ionization (EDI) module with self regeneration mechanism and UV (254nm) as standard technologies. The product water quality should be as follow: Pure (Type II) water: Resistivity : 5-15 MΩ•cm Particulates (< 0.22 µm): < 1 per ml TOC : < 30 ppb Bacteria : < 1 cfu/10 mL Flow Rate : 5 L /hr or better Storage Reservoir: Type II water should be stored in HDPE tank of minimum 30 ltr capacity of suitable design with 100% drainage of water.					
8.	Second Stage: The system should be equipped with dual wavelength (254 nm and 185nm) UV lamp, polishing Cartridges and Ultra filters. It should have recirculation and variable controlled flow. The system should have the provision of add on UF for Bacterial endotoxin free water (0.001EU/ml). The system should have volumetric dispensing provision. Final filtration should be through					

	0.22 micron absolute filter. The product water quality should be as follow: Ultra Pure (Type I) water: Resistivity : 18.2 MΩ•cm TOC : < 10 ppb Bacteria : < 0.1 cfu/10 ml Particulates (< 0.22 µm) : < 1 per ml Bacterial endotoxin : < 0.001(EU/mL)					
9.	<u>Software :</u> To control, acquisition, online display, processing peak point integration and reporting HPLC data, Full 32 - Bit Architecture software Windows 7/XP/2000 environment or suitable Data reports, online help and wizards Data Integrity, Advanced Security, Audit Trials System suitability min 5 Parameter can be checked Template saving & Auto run of templates Calibration curves facility System suit formula facility Facility for data security, audit trails and electronic signatures etc., should be available for GLP and 21 CFR compliance. Single point control of the entire HPLC.					
10.	<u>Columns (Pore Size 5 µ) Make :</u> <u>Waters/Agilent/Hichrom/YMC):</u> (i) C-18 Column Size : 250x4.6 mm - 8 Nos.					

	(ii)C-18 Column Size : 150 x 4.6 mm – 8 Nos. (iii)C-8 Column Size : 250x4.6 mm - 2 Nos. (iv)C-8 Column Size : 150 x 4.6 mm – 2 Nos. (v)Phenyl Column Size : 250 x4.6 mm- 1 no. (vi)CN Column Size : 250 x4.6 mm- 1 no. (vii)Si Column Size : 250 x4.6 mm- 1 no.					
11.	<u>Accessories:</u> 1.(A) Vials : 1 ml pack of 100 vials & 2 ml pack of 100 vials (One Each) (B)Low insert vials (for low volumes) : A pack of 100 vials 2.Filtration Assembly consisting of (A) Sample Filtration Kit – One Nos. (B)Membranes [Type: Dual (Aqueous & Organic solvents)] Size 13 mm diameter with Poresize 0.45 μ – 5 Pkt of 100 membranes Size 47 mm of 0.45 μ Poresize ; Qty- 05 pkt of 100 membranes (C)Pre-filters – 5 pkt of 100 circles (D)Solvent filtration kit –One No (E)Imported Oil Free Vacuum pump – One No. 3. Deuterium Lamp for HPLC- Two No.					

12.	Suitable PC & Printer with 3 KVA UPS of 60 min Back up of reputed brands specification as under: Processor - Intel i5 (5 th generation) ; RAM - 4 GB ; Hard disk - 1 TB ; Graphic Card; DVD writer; 21" TFT screen ; LAN Port ; USB Ports ; Wi-Fi ; Multimedia Keyboard ; Optical Mouse					
13.	Operating System - Windows 8 / Windows 7 with media ; Antivirus					
14.	Printer- Laser Printer Monochrome with duplex printing and LAN port.					
15.	UPS-3 KVA, Single phase input & output online UPS with 60 min. backup –Qty 1					
16.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument.					
17.	(ii)Onsite IQ,OQ,PQ of the instrument along with the Document.					
18.	(iii)Satisfactory technical and application training to the personals at the site after installation.					
19.	(iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.					

Item no 2.FOURIER TRANSFORM INFRA-RED SPECTROPHOTOMETER (FT-IR) : 01 Set

1	2.	3.	4.	5.	6.	7.
S.N o	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specificat ions	Correspondin g Page No, Para No of Literature / CatalogueEnc l.	Technica l Committ ee Report	Remarks If Any
1.	Fully Computer Controlled COMPACT BENCH-TOP FTIR system with universal sample compartment.					
2.	Sample module must be automatically identified. The system should have latest digital signal processor.					
3.	The instrument should indicate whether the source and laser are operational.					
4.	Wave number range: 6000 to 500 cm-1					
5.	Source: Long Life IR Source					
6.	Detector: MID-IR /DLTGS/DLATGS detector with temperature control mechanism					
7.	Resolution: 0.8 cm-1 or better					
8.	Signal to Noise Ratio- 25000:1 Or better peak to peak, 1 min. scan at spectral resolution 4 cm-1.					
9.	Wave number precision: 0.05 cm-1 or better at 2000 cm-1					
10.	Beam splitter: KBr coated with Germanium (Ge)/ZnSe					

11.	The software should also have: -Compare Software, Spectral Search; Quantitative Analysis software Spectral interpretation for unknowns; Quality checks programs and CFR-21 Part-11 Compliance.					
12.	The software should have real time data collection and should have the facility to continuously monitor the performance of source, detector, power supply and laser.					
13	Libraries: Built in Library with Minimum 1000 reference spectra for pharmaceutical products and drugs.					
14	Accessories Attenuated total reflection (ATR) -1 Nos.					
15	IR Grade KBr – 3x100 gm					
16	Fixed Volume Liquid Cell and fixed thickness (0.5 mm) -1 Nos.					
17	Sodium Chloride pellets with Holder for liquid paraffin mulls-1 No.					
18	Suitable Hydraulic Press with 13mm KBr die, Pellet Holder and Nozzle oil should be supplied-1 Nos.					
18	Polystyrene film of 0.3 mm having NIST Traceable certificates- 1 Nos.					
19	Agate Mortar Pestle (Dia 2 inch) -2 Nos.					
20	Suitable Portable Dehumidifier to maintain 30-60% RH with temperature and RH Digital Indicator- 1 Nos.					

21	<u>Computer Specifications: (Higher configuration are acceptable) Make :HP/ Dell/ IBM</u> Processor - Intel i5 (5 th generation) ; RAM - 4 GB ; Hard disk - 1 TB ; Graphic Card; DVD writer; 21" TFT screen ; LAN Port ; USB Ports ; Wi-Fi ; Multimedia Keyboard ; Optical Mouse					
22	Operating System - Windows 8 / Windows 7 with media ; Antivirus					
23	Printer- Laser Printer Monochrome with duplex printing and LAN port.					
24	UPS-2 KVA, Single phase input & output online UPS with 60 min. backup –Qty 1					
25	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Onsite IQ,OQ,PQ of the instrument along with the Document. (iii)Satisfactory technical and application training to the personals at the site after installation. (iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.					

Item no 3. Auto Titrator and Karl Fisher Titrator : 01 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Auto Titrator should have the capability of performing acid / base aqueous and non-aqueous titration, redox and fluoride titration. KF Titrator should perform water / moisture content from 100PPM to 100%.				
2.	Both separate systems should run as standalone instrument with Color Touch Screen display.				
3.	Both Instrument should capable to connect with centralize PC software. Documented proof should submit along with tender regarding connecting with software.				
4.	Both Titrator should capable for generate analysis pdf or printed report after completing analysis, which must consists Instrument Sr. No, User Name, Date and time, method number, analysis graphs and results.				
5.	Facility for data security, audit trails and electronic signatures etc., should be available for GLP and 21 CFR compliance.				
6.	Facility for creating at least 10 user ID with password with different with different operating authority.				
7.	Must have USB port for data backup of results on PDF format, methods etc.				
8.	For Auto Titrator, minimum 100 methods for Auto Titrator, minimum 5 methods for KF				

	Titration.				
9.	Both Titrator can connect with network printer for centralize data printout.				
	Specifications for Auto Titrator				
10.	Measurement Range Auto Titrator should supply along with two burettes, all burettes should be of latest technology equipped with auto detection facility. System should be capable of automatic identification of volume of the burette being used. Burette should have facility to store the data related to strength of titrant, date of calculation of strength, Burette Drive, Burette serial No. and Burette volume, Titer history, Validation data, calibration data, serial no of piston, etc. Burette Capacity : 10 ml or 20 ml pH : ± 20 (0.001 Resolution) mV : ± 2000 (± 0.1 mV Resolution) Burette Resolution : 1/10000 or 1/20000 Stirring System Potentiometric Titration - Propeller stirring system for prevent Vortex Formation and avoiding electrode hitting chance from magnetic stirrer. Stirrer should control from Auto Titrator.				
11.	List of Electrode 1. Electrode to perform Acid Base Titration (Aqueous) – 2 No 2. Electrode to perform Acid Base Titration (Non Aqueous) – 2 No 3. Electrode to perform Redox Titration- 2 No. 4. Electrode to perform Fluoride Titration- 1 No.				

12.	<u>Other Accessories</u> 4 / 7 / 9 pH buffers solution- 2 Packs Lithium Chloride Solution-2 Packs Potassium Chloride solutions-2 Packs Electrode storage solutions-2 Packs				
	<u>Specifications for Karl Fisher Titrator</u>				
14.	<u>Measurement Range</u> KF Titrator should supply along with two burettes, all burettes should be of latest technology equipped with auto detection facility System should be capable of automatic identification of volume of the burette being used.				
15.	Burette should have facility to store the data related to strength of titrant, date of calculation of strength, Burette Drive. Burette Capacity : 5 ml or 10 ml pH : ± 20 (0.001 Resolution) mV : ± 2000 (± 0.1 mV Resolution) Burette Resolution : 1/5000 or 1/10000				
16.	<u>Stirring System</u> Titration - Propeller stirring system for prevent Vortex Formation and avoiding electrode hitting chance from magnetic stirrer. Stirrer should control from KF Titrator.				
17.	<u>Solvent Control</u> KF Titrator should supply along with solvent control device for ensuring solvent drain and refill in closed environment. One waste tank should supply with Titrator.				
18.	<u>List of Electrode</u> 1. Double pin platinum electrode – 2 No.				

19.	<u>Other Accessories</u> Karl Fisher reagent: 5x 500 mL				
20.	<u>Computer Specifications: (Higher configuration are acceptable) Make :HP/Dell/IBM</u> Processor - Intel i5 (5 th generation) ; RAM - 4 GB ; Hard disk - 1 TB ; Graphic Card; DVD writer; 21" TFT screen ; LAN Port ; USB Ports ; Wi-Fi ; Multimedia Keyboard ; Optical Mouse				
21.	Operating System - Windows 8 / Windows 7 with media ; Antivirus				
22.	Printer- Laser Printer Monochrome with duplex printing and LAN port.				
23.	UPS-2 KVA, Single phase input & output online UPS with 60 min. backup –Qty 1				
24.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Onsite IQ,OQ,PQ of the instrument along with the Document. (iii)Satisfactory technical and application training to the personals at the site after installation. (iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no 4. Gas Chromatograph : 01 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1	Microprocessor based Automatic Gas Chromatography system with Capillary Injector & Flame Ionization Detector.				
2	Main Instrument Gas chromatograph Basic Unit with LCD & Keypad Capillary Injector with Automatic Electronic Gas Controller Detector FID with Automatic Electronic Gas Controller				
3.	Column Oven Column Oven Size should be 10 ltrs or more Operating Temperature range: Ambient +5 °C to 450 °C or better Temperature Set Point Resolution: 1 °C Number of Ramps/Plateaus: 7/8 or more Maximum Heating Rate: 50 °C/min or more Oven Cool-Down: 400 °C to 50 °C in < 6 min or better				

4.	Performance: Typical Retention Time Repeatability: 0.008 min or better Typical Peak Area Repeatability: <2% RSD or better				
5.	Capillary Column Injector with Automatic Gas Controller Suitable for all (0.1 mm to 0.53 mm i.d.) capillary columns Temperature Range: 50 degC - 450 degC Pressure Range: 0–140 psi or more Constant Pressure, Constant Flow and Programmed Pressure Carrier Flow Setting: 0.1 ml/min to 100 ml/min or better Split Flow Setting: 1 ml/min to 400 ml/min or better Modes: Split and Splitless Purge Flow Setting: 0 to 50 ml/min or better Split Ratio: Up to 7500:1 or better				
6.	Flame Ionization Detector with Automatic Electronic Gas Controller which should be compatible with 1/4", 1/8", 1/16" and capillary columns Flameout detection Minimum detection limit : <3 pg C/Sec for C9 hydrocarbon or better Linear Dynamic Range: >10 ⁷ or better Maximum Temperature: 450 degC or more				
7.	Suitable Columns for analysis –				

	5% Phenyl Methylpolysiloxane Capillary column or equivalent :- Qty 1 Polyethylene Glycol (PEG)/Wax capillary column or equivalent :- Qty 1				
8.	Licensed Chromatography Management Software 32 bit or suitable with 21 CFR Part 11 (Compliance) with running capability in windows. The system should be completely control from computer				
9.	All necessary consumables & spares like all Gases with regulators, Tubing, Nut & ferrule, Gas Purification panel for all gases to install this equipment should be quoted UHP Grade Nitrogen Gas with Double Stage SS Diaphragm Regulator – Qty 1 UHP Grade Hydrogen Gas with Double Stage SS Diaphragm Regulator – Qty 1 UHP Grade Zero Air Gas with Double Stage SS Diaphragm Regulator – Qty 1 Gas Purification Panel for all gases Startup/Installation Kit as required.				
10.	<u>Computer Specifications: (Higher configuration are acceptable) Make :HP/Dell/IBM</u> Processor - Intel i5 (5 th generation) ; RAM - 4 GB ; Hard disk - 1 TB ; Graphic Card; DVD writer; 21" TFT screen ; LAN Port ; USB Ports ; Wi-Fi ; Multimedia Keyboard ; Optical Mouse Operating System - Windows 8 / Windows 7 with media ; Antivirus Printer- Laser Printer Colour with duplex printing and LAN port.				

	UPS-5 KVA, Single phase input & output online UPS with 60 min. backup –Qty 1				
11.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Onsite IQ,OQ,PQ of the instrument along with the Document. (iii)Satisfactory technical and application training to the personals at the site after installation. (iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation				

Item no 5. UV-Vis Spectro-photometer : 03 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Computer controlled Double beam UV-visible Spectrophotometer with following specifications:-				
2.	Optics : High light throughput optical system with all reflecting optics				

3.	Monochromatic : Czerny-Turner or equivalent Source : Xenon Lamp or D2 and Tungsten halogen lamp with automatic change over.				
4.	Detector : PMT detector				
5.	Spectral bandwidth : variable from 0.2 nm to 5.0 nm				
6.	Scan rate : Up to 3000 nm/min or better Stray light (%T) : < 0.05 %T at 220 nm or better				
7.	Wavelength range : 190- 900 nm Wavelength accuracy : ± 0.3 nm				
8.	Photometric stability : <0.0005 Abs/Hour at 500 nm Photometric noise (Abs, RMS) : <0.0018 A				
9.	Baseline flatness : ± 0.001 Abs				
10.	System should be supplied with standard 10 mm cell holder				
11.	Software should be based on Microsoft Windows 7/XP and must have following features such as: Scan, wavelength programming, Validation , Concentration, GLP administration, Kinetics, System information.				
12.	Software should be 21CFR 11 Compliant.				
13.	Extra Accessories : (i)Three pair of quartz cuvettes of 10 mm path length. (ii) Deuterium and Tungsten Lamp : 01 Nos.				
14.	<u>Computer Specifications: (Higher configuration are acceptable) Make :HP/Dell/IBM</u> Processor - Intel i5 (5 th generation) ; RAM - 4 GB				

	; Hard disk - 1 TB ; Graphic Card; DVD writer; 21" TFT screen ; LAN Port ; USB Ports ; Wi-Fi ; Multimedia Keyboard ; Optical Mouse Operating System - Windows 8 / Windows 7 with media ; Antivirus Printer- Laser Printer Monochrome with duplex printing and LAN port. UPS-2 KVA, Single phase input & output online UPS with 60 min. backup –Qty 1				
15.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Onsite IQ,OQ,PQ of the instrument along with the Document. (iii)Satisfactory technical and application training to the personals at the site after installation. (iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no 6. Digital Polarimeter : 01 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Automated Digital Polarimeter with the following features & specifications:				
2.	Measuring Modes: Optical Rotation / Specific Rotation/ Concentration / International Sugar Scale (ISS) Measuring Scales: Degree arc optical rotation / Percent (%) / °Z Measuring Range: ± 89° arc optical rotation or better				
3.	Resolution: 0.001° arc optical rotation or better Accuracy: ± 0.005° arc optical rotation or better				
4.	Light source: Tungsten halogen lamp Optical Cell: Stainless Steel of 100 mm.				
5.	Optical wavelength: 589 nm Temperature measurement Range: 10°C to 35°C Temperature measurement Accuracy: ± 0.2°C Instrument Control: By graphical Touch screen Display				
6.	Communication Interface: RS 232 port and USB port Print out of test parameters and report should be provided. Suitable printer should be supplied with instrument. Report format should comply				

	with GLP requirements				
7.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Onsite IQ,OQ,PQ of the instrument along with the Document. (iii)Satisfactory technical and application training to the personals at the site after installation. (iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no 7. Digital Refractometer : 01 set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Digital Refractometer with the following features & specifications:				
2.	Measurement Scales: Refractive Index, BRIX (% Sucrose),Temperature Corrected BRIX				
3.	Range: 1.28 – 1.72 RI				
4.	Brix : 0 – 100 (% sucrose)				
5.	Reproducibility & Accuracy: ± 0.0001 RI, ± 0.1				

	BRIX or better				
6.	Sample Compartment: Easy to clean prism				
7.	Optical Wavelength: 589 nm				
8.	Temperature Control Range: 5°C to 85°C				
9.	Calibration: Multipoint calibration with NIST Traceable standards. Minimum two calibration point liquids should be provided with certificate.				
10.	Display: LCD Screen				
11.	Output: RS 232 and USB port for PC connectivity or datasheets printouts				
12.	Software should be upgradable for 21 CFR compliances				
13.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Onsite IQ,OQ,PQ of the instrument along with the Document. (iii)Satisfactory technical and application training to the personals at the site after installation. (iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no 8.Dissolution Rate Test Apparatus (6+2 Bowl) : 03 set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Programmable tablet/capsule dissolution tester as per latest IP/BP/USP with all standard Polycarbonate Jars, Jar lids, fan paddles, basket paddles with basket in acrylic bath with heater. Microprocessor controlled automatic dissolution rate test apparatus with a comprehensive self check routine which is initiated when power is switched on, with alphanumeric waterproof keyboard and following features/specifications:-				
2.	Quick interchangeable between USP 1 and 2 Method of testing.				
3.	Suitable for sustained and controlled release products.				
4.	Microprocessor controlled electronic speed controller with automatic preselection and LCD display ,				
5.	Speed range : 20 to 200 rpm (± 1 accuracy) or better.				
6.	Water bath must to made of acrylic/equivalent material with capacity to accommodate at least 8 bowls having a normal capacity of 1000 ml each of drawing system and On-Off.				
7.	The test vessels should be made of UV resistant				

	Boro silicate glass or other suitable transparent material.				
8.	Temperature range should be Ambient to 40° C or above with minimum stability of ± 0.5 C with auto calibration system and that should not start until required temperature is achieved.				
9.	Output: (A) RS 232 port / USB port for PC connectivity (B) Print out of test parameters and report. Suitable printer should be supplied.				
10.	The software should make the system GLP compliant.				
11.	Time interval Selector- In steps of 1 minute.				
12	Temperature sensor – Pt 100 Dissolution process time-1 min to 24 hours and more.				
13.	System should be PC compatible				
14.	<u>EXTRA ACCESSORIES:</u> (i) PTEE coated paddles-8 nos. (ii) Apparatus 5 & 6 as per U.S.P – One Set each (iii) Sinkers for capsules- 24 nos. (iv) Chemical resistant poly carbonate bowls-08 nos. (v) Standard Calibration and Validation Kit- 01 nos. (vi) Bowl stand for eight bowls- 01 nos. (vii) Particle filters: 10 micron- 100 nos. and 0.45 micron -100 nos.				
15.	Documents and Training and other notes: (i) Instruction Manuals (Hard Copy or Soft copy				

	as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii) Onsite IQ, OQ, PQ of the instrument along with the Document. (iii) Satisfactory technical and application training to the personals at the site after installation. (iv) Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v) Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				
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Item no 9. Semi micro Analytical Balance with Printer : 02 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / Catalogue Encl.	Technical Committee Report
1.	Electronic, analytical and programmable semi-micro balance for high end research purposes, with high precision, sensitivity and accuracy.				
2.	Weighing Capacity of 210-240 gms; with selectable weighing units.				
3.	Readability: 0.1 mg. Repeatability. : ± 0.01 mg. Linearity : ± 0.2 mg.				

4.	Eccentricity (Test load) : 0.1 mg (100 gm)				
5.	Internal calibration should be available.				
6.	LCD display touch screen should be available with graphical user interface.				
7.	Leveling glass level indicator with air bubble for centering required or equivalent facility for Leveling.				
8.	USB interface required with options for printer attachment and data transfer ability along with suitable printer				
9.	Rugged and easy to clean housing required with in-use cover.				
10.	The weighing chamber base should be removable from the chamber for cleaning purposes.				
11.	Capability of password protection is desired				
12.	Balance should have CSA/ UL/ ISO/ CE international certifications.				
13.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Onsite IQ,OQ,PQ of the instrument along with the Document. (iii)Satisfactory technical and application training to the personals at the site after installation. (iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the				

	instrument to run and complete the installation.				
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Item no. 10. Muffle Furnace : 03 set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Automatic microprocessor based Muffle furnace with LED display, digital temperature indicator cum controller for higher temperature accuracy with following specifications:				
2.	Working Temperature: 1000°C				
3.	Temperature Accuracy $\pm 1^\circ\text{C}$				
4.	Size (Inner Chamber) : Not less than 200 mm x 200 mm x 300 mm				
5.	Overload safety cut off should be provided.				
6.	Operates on single phase.				
7.	Communication port with interface and data cable to download data to PC.				
8.	Furnace should have declaration of conformity as per directions of Electromagnetic Compatibility (EMC) standards.				
9.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument.				

	(ii) Onsite IQ, OQ, PQ of the instrument along with the Document. (iii) Satisfactory technical and application training to the personals at the site after installation. (iv) Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v) Any other prerequisite required (if any) with specifications should be included with the instrument to run and complete the installation.				
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Item no. 11. Computerized Tensile Test Machine : 01 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / Catalogue Encl.	Technical Committee Report
1.	Computerized Tensile Test Machine should be suitable for testing tensile strength and elongation of various materials such as surgical items, sutures, various types of bandages, adhesive tapes, rubber, plastic etc. in conformity with standards of British Pharmacopeia, United States Pharmacopeia, Indian Pharmacopeia and standards like BIS, ISS, BSS, ASTM, DIN or ISO.				
2.	Should have facility to conduct Compression and Bending tests on the machine.				
3.	The test machine should offer software features that allow programming of all parameters, operational control and real-time display of the				

	on-going test. Software should allow the operator to conduct a wide range of tests with an almost limitless array of test parameters and displayed test information when used with computer.				
4.	Test Categories : The following are indicative list of test categories that are performed on the tensile tester by using optional attachments: Tensile Tearing Adhesion Pull-out tests Peeling tests Stress-relaxation tests Any other test required as standards.				
5.	<u>Computer Specifications: (Higher configuration are acceptable) Make :HP/Dell/IBM</u> Processor - Intel i5 (5th generation) ; RAM - 4 GB ; Hard disk - 1 TB ; Graphic Card; DVD writer; 21" TFT screen ; LAN Port ; USB Ports ; Wi-Fi ; Multimedia Keyboard ; Optical Mouse Operating System - Windows 8 / Windows 7 with media ; Antivirus Printer- Laser Printer Monochrome with duplex printing and LAN port. UPS-2 KVA, Single phase input & output online UPS with 60 min. backup -Qty 1				
6.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument.				

	(ii) Onsite IQ, OQ, PQ of the instrument along with the Document. (iii) Satisfactory technical and application training to the personals at the site after installation. (iv) Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v) Any other prerequisite required (if any) with specifications should be included with the instrument to run and complete the installation.				
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Item no. 12 Analytical Balance : 02 set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES / NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / Catalogue Encl.	Technical Committee Report
1.	Electronic, analytical and programmable balance with high precision, sensitivity and accuracy. Weighing Capacity of 300-350 gm ; with selectable weighing units.				
2.	Readability: 0.1 mg. Repeatability. : ± 0.04 mg. Linearity : ± 0.2 mg.				
3.	Eccentricity (Test load) : 0.16 mg (100 gm)				
4.	Internal calibration should be available.				
5.	LCD display touch screen should be available with graphical user interface.				
6.	Interface sensors for hand free operations such as auto door opening.				

7.	Leveling glass level indicator with air bubble for centering required or equivalent facility for Leveling.				
8.	USB interface required with options for printer attachment and data transfer ability.				
9.	Rugged and easy to clean housing required with in-use cover. The weighing chamber base should be removable from the chamber for cleaning purposes.				
10.	Capability of password protection is desired Balance should have CSA/ UL/ ISO/ CE international certifications.				
11.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Onsite IQ,OQ,PQ of the instrument along with the Document. (iii)Satisfactory technical and application training to the personals at the site after installation. (iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no. 13. Horizontal Laminar Flow Cabinet : 01 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in	Any Deviation	Corresponding Page No, Para No	Technical Committe

		Equipment YES /NO	from Specificatio ns	of Literature / CatalogueEncl.	e Report
1.	Microprocessor Based Laminar air flow cabinet with LED and LCD display Controller and UV Tube , Fluorescent Light ,Front Door Interlocking and along with UV Tube Life Meter, HEPA Filter Life Meter & suitable Alarms.				
2.	Material of Body : Full body made of Stainless Steel 304. Direction of Air Flow : Horizontal Cleanliness Level : Class 100 Velocity : 70 cfm ±20% Noise Level : 65 db A ± 5%				
3.	Working Table Size (Not less than): 4'x2'x'2 Working Table: Made of perforated stainless steel sheet and should be stain finished Front Door: Made of clear perspex sheet or suitable material Manometer: Digital				
4.	HEPA Filter: Media - Glass Fiber Paper; Particle Retention-0.3 µm & above; Efficiency- 99.97% at Hot DOP & 99.99% at Cold DOP				
5.	Pre Filter: Media - Non woven synthetic Polyester with metallic wire mesh, pleated; Particle Retention-10-15 µm; Efficiency- 90%				
6.	Blower Assembly: Suitable Low noise & low vibration with dynamically balanced blower.				
7.	Initial self-cleaning cycle with programmable time				

	UV timer showing used time and balance available life in hours Password protection Feature for user safety should be available. Certifications: ISO: 9001:2008 & ISO: 14644-1, CE				
8.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Onsite IQ,OQ,PQ of the instrument along with the Document. (iii)Satisfactory technical and application training to the personals at the site after installation. (iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no 14. **BET Test Kit with following items: 01 Set**

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Lysate Vial (2.0 ml) - 20 Nos.				
2.	Control Standard Endotoxin (0.5ug) with COA -				

	05 Nos.				
3.	Lal Reagent Water with COA (100ml)- 05 Nos.				
4.	Vortex Mixture – 01 No. Specifications :- Test tube shaker with touch function with maximum speed 2600 rpm or better. Mixture should have powerful counter balanced motor drive. Should be CE compliant.				
5.	Hot Plate with Magnetic Stirrer – 01 No. Specifications :- Magnetic stirrer with ceramic heating plate approx. 150 mm dia with digital display of temperature, Powerful mote to stir upto 5 liter,pt100 temperature sensor, Speed range 0-1300 rpm or better, Heating temperature range 50°C to 450°C . Should be CE compliant				

Item no. 15. Melting Point Apparatus : 02 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Microprocessor controlled Melting point Apparatus to determine accurate and reproducible melting range of various organic compounds with following specifications:-				
2.	Three Positions for melting point capillaries				
3.	Temperature range: From Room Temp to 300 °C or better Temperature Accuracy: $\pm 1^{\circ}\text{C}$ or better Temperature resolution: 0.1°C				

4.	Maximum Cool down time (from 300 °C to room temp.): 15-20 min (Approx) Temperature gradient: 0.2, 0.5, 1.0, 2.0, 5.0, 10 °C/min				
5.	Display: Backlighted liquid crystal display. Keyboard : Alphanumeric waterproof softkeys.				
6.	Temperature sensor – Pt 100 Suitable safety cutoff facility should be provided in case of no sample capillary found or melting point not detected.				
7.	Minimum 20 user program parameters with ADD/EDIT facility should be stored.				
8.	Output: (A) RS 232 port for PC connectivity (B) Print out of test parameters and report. Suitable printer should be supplied				
9.	Report format should comply with GLP requirements such as result, program parameters, Start temperature , End temperature, Melting point of three channels with average etc.				
10.	Extra Accessories: (1) AR Grade Vanillin, Caffeine and Sulphanilamide – 1x100 gm (each) (2) Suitable capillaries – 10 pack of 100 capillary				
11.	Documents and Training and other notes: (i) Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii) Onsite IQ,OQ,PQ of the instrument along with the Document. (iii) Satisfactory technical and application training to the personals at the site after installation.				

	(iv)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v)Any other requisite required (if any) with specifications should be included with the instrument to run and complete the installation.				
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Item no. 16.DT machine with Water bath (Disintegration Test Apparatus) : 03 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Microprocessor controlled Disintegration Test Apparatus with Double basket unit and water bath system which should conforms to standards of I.P/B.P/U.S.P in regards of Disintegration tests with following specifications with standard accessories:				
2.	Digital indicator for temperature with electronic heater driver with water bath. Illuminator for clear observation of disintegration process. Printer interface should be provided for recording parameters such as Temperature, batch no., time etc				
3.	Illuminated LCD Display screen . Programmable digital timer . PAUSE facility.				
4.	Number of Strokes : 30 storks per min.				

	Extra Accessories : (i) 6 Basket unit with discs : 6 Nos. (ii) Only fluted Discs for six basket unit : 24 nos (iii) Bolus basket with three tubes with discs : 02 Nos. (iv) Bolus basket with one tube with discs : 02 Nos				
5.	Documents and Training and other notes: (i) Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii) Onsite IQ, OQ, PQ of the instrument along with the Document. (iii) Satisfactory technical and application training to the personals at the site after installation. (iv) Comprehensive guarantee period with spare parts for at least three years from the date of installation. (v) Any other prerequisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no. 17. Refrigerator (Moister less) : 01 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES / NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / Catalogue Encl.	Technical Committee Report
1.	Microprocessor controlled Pharmacy Refrigerator				

	with LED temperature display & forced air circulation system ensuring constant cabinet temperature and alarm functions to detect over and under temperature with following specifications:				
2.	Capacity : Approximate 250 Lit (±25 lit)				
3.	Temperature Range : 2°C to 8°C				
4.	Shelves : Four				
5.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Satisfactory technical and application training to the personals at the site after installation. (iii)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (iv)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no 18.Ultrasonic Cleaner (Sonicater) : 02 set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Digital Sonicater for Ultrasonic cleaning and to produce ultrasonic energy by converting electrical energy into mechanical vibration with				

	following specification:				
2.	Inner and outer Chamber : Stainless Steel Heating : Ambient to 70°C				
3.	Timer : upto 60 minutes				
4.	Tank capacity : 8 to 10 Litre				
5.	Inbuilt drain valve unit.				
6.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) and appropriate Dust cover for the instrument. (ii)Satisfactory technical and application training to the personals at the site after installation. (iii)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (iv)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no. 19. Digital Bernier Caliper : 02 Set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	The digital caliper should be nib style and standard jaws				
2.	Display : LCD				
3.	Range :0-500 mm				

4.	Inside measurement : 20-520 mm				
5.	Accuracy : ± 0.6 mm				
6.	Resolution : 0.01 mm				
7.	Scale type: electromagnetic induction liner encoder				
8.	Battery and Battery life : suitable battery with minimum one year on normal usage				
9.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) (ii)Satisfactory technical and application training to the personals at the site after installation. (iii)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (iv)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no. 20. Digital Micrometer (Screw Gauge) : 02 set

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	High accuracy digital micrometer with following specifications				
2.	Display :LCD Range : 0-25 mm				

3.	Accuracy : $\pm 0.5 \mu\text{m}$				
4.	Resolution : 0.0001 mm				
5.	Scale type : Rotary sensor				
6.	Battery and Battery life : suitable battery with minimum one year on normal usage				
7.	Documents and Training and other notes: (i)Instruction Manuals (Hard Copy or Soft copy as applicable) along with standard Operation Procedures (SOP) (ii)Satisfactory technical and application training to the personals at the site after installation. (iii)Comprehensive guarantee period with spare parts for at least three years from the date of installation. (iv)Any other perquisite required (if any) with specifications should be included with the instrument to run and complete the installation.				

Item no. 21.Digital thickness Gauge & Calibrated Scale: 02 set**(A) Digital thickness Gauge**

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES /NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Thickness gauge with following specifications : Display : LCD				

2.	Range : 0.12 mm/0.5"				
3.	Accuracy : ± 0.001 "				
4.	Resolution : 0.01mm/0.005"				
5.	Battery and Battery life : suitable battery with minimum one year on normal usage				

(B) Calibrated Scale:

1	2.	3.	4.	5.	6.
S.No	Tender technical specifications	Features available in Equipment YES / NO	Any Deviation from Specifications	Corresponding Page No, Para No of Literature / CatalogueEncl.	Technical Committee Report
1.	Flexible Scale of 18-gauge stainless steel with High contrast engraved markings & numbers, identical double-sided marked fractional inches by 1/32 & 1/16" & metric millimetres /centimeters Hanging hole for easy storage Size : 0-40", 0-100cm				

Note:

- The bidder is to quote/ propose only one make/ model against the respective item.
- Information provided else where or in any different form will not be considered.

- All the columns of this sheet should compulsorily be filled by the tenderer, merely referring the catalogue or Literature will not be entertained.

ANNEXURE-3: PRE-BID QUERIES FORMAT**Name of the Company/Firm:** _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Clarification	Suggestion/

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE (to be filled by the bidder on his original letter head }

To,
Deputy Director,
Drugs Testing Laboratory,
Sethi Colony, Jaipur

I/ We..... {Name/ Designation} hereby declare/ certify that
.....{Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-5: SELF-DECLARATION (to be filled by the bidder)

(It should be On Stamp Paper worth of Rs. 100/- & Attested by Notary Public)
To,

Deputy Director,
Drugs Testing Laboratory,
Sethi Colony, Jaipur

In response to the NIB Ref. No. _____ dated _____ for
{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of
_____, I/ We hereby declare that presently our
Company/ firm _____, at the time of bidding,: -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any black listing or debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder on his original letter head }

To,
Deputy Director,
Drugs Testing Laboratory,
Sethi Colony, Jaipur

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum technical specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations and assumptions.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-7: DECLARATION BY BIDDER {to be filled by the bidder on his original letter head }

I/ We declare that I am/we are bonafide/ Manufacturers/ Direct Importer/ Whole Sellers/ Sole distributor/ Authorised dealer/ dealers/ sole selling/ Marketing agent in the goods/ stores/ equipment for which I/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-8: MANUFACTURER'S AUTHORIZATION FORM (MAF)

To be filled by the Manufacturer on his Original Letter Head

(Indicative Format)

To,
Deputy Director,
Drugs Testing Laboratory,
Sethi Colony, Jaipur

Subject: Issue of the Manufacturer's Authorisation Form (MAF)

Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,

We(name and address of the Manufacturer) who are established and reputed original manufacturers (OMs) having factories at..... (addresses of manufacturing location) do hereby authorize (M/s.....) who is our (Direct Importer/ Authorized Distributor/Authorized Dealer) to bid, negotiate and conclude the contract with Drugs Testing Laboratory, Rajasthan against the aforementioned reference for the following articles/items manufactured by us: -

(Manufacturer will mention the details of all the proposed product(s) with their make/ model)

We undertake to provide Guarantee with spare parts for the offered Equipment, as mentioned above, for three years from date of installation. The authorised distributor/dealer shall during the guarantee period replace the parts if any, or rectify any manufacturing defect found during the above period so as to make the machinery operative and in perfect condition.

In case of change of authorised distributor/dealer, we will inform the purchase officer accordingly. The new dealer/distributor will be responsible for after sales & service and annual maintenance and repairs contract as above. In case of failure of authorised dealer/distributor we will be responsible for providing after sales service of the equipment as per terms and conditions of tender and contract.

We hereby confirm that the offered Equipment/Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 10 years from the date of bid submission.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

ANNEXURE-9: UNDERTAKING ON AUTHENTICITY

{To be filled by the bidder on his original letter head)

To,
Deputy Director,
Drugs Testing Laboratory,
Sethi Colony, Jaipur

Reference: NIB No. : _____ Dated: _____

This has reference to the items being supplied/quoted to you vide bid ref. no. _____ dated _____.

We hereby undertake that all the components/parts/assembly/ software used in the equipment shall be genuine, original and new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

ANNEXURE-10: ITEMS OFFERED – BOM {to be filled by the bidder on his original letter head }

Please fill the following BOM for all the offered components.

S.No.	Product Details (Only one make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1.		{Item No. xx}	
2.		{Item No. xx}	
3.		{Item No. xx}	
4.		{Item No. xx}	
5.		{Item No. xx}	
6.		{Item No. xx}	
7.		{Item No. xx}	
8.		{Item No. xx}	
9.		{Item No. xx}	
10.		{Item No. xx}	
11.		{Item No. xx}	
12.		{Item No. xx}	
13.		{Item No. xx}	
14.		{Item No. xx}	
15.		{Item No. xx}	
16.		{Item No. xx}	
17.		{Item No. xx}	
18.		{Item No. xx}	

19		{Item No. xx}	
20		{Item No. xx}	
21		{Item No. xx}	

** Please attach Technical specifications compliance sheet (only on OEM's letter-head) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided in Annexure-2: Technical Specifications of this bidding document)

ANNEXURE-11: FINANCIAL COVER LETTER & FORMAT (Indicative)

COVER LETTER {to be submitted by the bidder on his Letter head}

To,
Deputy Director,
Drugs Testing Laboratory,
Sethi Colony, Jaipur

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of ____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

FINANCIAL BID FORMAT (INDICATIVE)

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

Tender Inviting Authority: Deputy Director, Drugs Testing Laboratory, Sethi Colony, Jaipur.

Name of Work: Supply & installation of Laboratory Equipments and Instruments from Manufacturers/Direct importers or their Authorised Distributors/Dealers for use in "Drugs Testing Laboratory under Department of Medical and Health, Government of Rajasthan"

NIT Ref. No. NIT No. : DTL/02/2016-2017

Dated: 07.12.2016

Bidder Name:

PRICE SCHEDULE

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

Sl. No	Item Description	Qty	Units	Unit Price (In Rs.) (Inclusive of all govt. taxes and other levies except CST & RVAT)	Applicable CST (in Rs.)	RVAT Amount (in Rs.)	Unit Price (In Rs.) (Inclusive of CST/ RVAT)	Total Amount In Rs.
1	2	3	4	5	6	7	8=(5+6+7)	9=(3*8)
1	HPLC with auto sampler & other accessories	4	Nos					
2	FTIR-Spectrophotometer	1	Nos					
3	Auto Titrater and Karl Fisher Titrater	1	Nos					
4	Gas Liquid chromatography (GLC)	1	Nos					

5	UV Spectrophotometer	3	Nos					
6	Digital Polari meter	1	Nos					
7	Digital Refractometer	1	Nos					
8	Dissolution Test Apparatus	3	Nos					
9	Semi micro analytical balance with Printer	2	Nos					
10	Muffle Furnace	3	Nos					
11	Computerized Tensile Test machine	1	Nos					
12	Analytical Balance	2	Nos					
13	Horizontal Laminar Flow	1	Nos					
14	BET Test Kit	1	Nos					
15	Melting Point Apparatus Digital	2	Nos					
16	DT machine with water bath	3	Nos					
17	Refrigerator (Moisterles)	1	Nos					
18	Ultrasonic Cleaner	2	Nos					
19	Digital Bernier Calipers	2	Nos					
20	Digital Micrometer (Screw Gauge)	2	Nos					
21	Digital Thickness Gauge &	2	Nos					

	Calibrated scale							
***Total in Figures								
***Total in Words								

NOTE: The price offered by the bidder in the price schedule will be evaluated on item wise basis and the L-1 bidder on item wise basis shall be considered for award of contract.

ANNEXURE-12: DRAFT AGREEMENT FORMAT **{to be mutually signed by selected bidder and procuring entity}** **(INDICATIVE)**

This Contract is made and entered into on this ____ day of _____, 2016 by and between Deputy Director, Drugs Testing Laboratory, having its head office at Sethi Colony, Jaipur Rajasthan (herein after referred to as Purchaser) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under _____ with its registered office at _____ (herein after referred as the “Successful Bidder/ Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIB No _____>.

And whereas

The supplier represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by DD,DTL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by DD,DTL to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in “Annexure-I: Bill of Material” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The DD,DTL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DD,DTL will pay or cause to be paid to

supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2016.

Signed By:	Signed By:
() Designation:, Company:	(Authorized Signatory) Deputy Director, Drugs Testing Laboratory
<i>In the presence of:</i>	<i>In the presence of:</i>

() Designation: Company:	() Designation: Deputy Director, Drugs Testing Laboratory
() Designation: Company:	() Designation: Deputy Director, Drugs Testing Laboratory

ANNEXURE-13: MEMORANDUM OF APPEAL UNDER THE RTTP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant: <please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address: <please specify>
2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit):<please specify>
7. Prayer:<please specify>

Place

Date

Appellant's Signature

ANNEXURE-14: BANK GUARANTEE FORMAT

{to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
Deputy Director,
Drugs Testing Laboratory,
Sethi Colony, Jaipur

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by Deputy Director, Drugs Testing Laboratory, Jaipur, Rajasthan (hereinafter referred to as “DTL”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the DTL as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the Do of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the DTL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DTL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the DTL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or

suffered by or that may be caused to or suffered by the DTL shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the DTL and it is further declared that it shall not be necessary for the DTL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the DTL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the DTL to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)
 Place (Printed Name)
 (Designation)
 (Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

 (2)

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by DTL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

ANNEXURE-15: BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
Deputy Director,
Drugs Testing Laboratory,
Sethi Colony,
Jaipur

1. In consideration of the DD,DTL(hereinafter called “DTL”) having agreed to exempt M/s(hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement No.....datedmade between the DTL through and(Contractor) for the work(hereinafter called “the said Agreement”) of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as “the Bank”) at the request ofContractor(s) do hereby undertake to pay to the DTL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the DTL. Any such demand made on the bank by the DTL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the DTL and We..... (Indicate the name of Bank), bound ourselves with all directions given by DTL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the DTL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. Relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of DTL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DTL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the DTL that the DTL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DTL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DTL or any indulgence by the DTL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the DTL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the DTL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the DTL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the DTL may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the DTL

For and on behalf of the DTL

Signature

(Name & Designation)

Annexure 16: Cost of the total Items with Earnest Money:

S.N.	Name of the Instrument	Quantity	Estimated Cost of the unit item (In lacs)	Total estimated cost (In lacs)	Required Earnest Money (In Rs)	Standard Delivery Period
1	HPLC with auto sampler & other accessories	4	37.94	151.76	3,03,520.00	45 Days
2	FTIR-Spectrophotometer	1	15.00	15.00	30,000.00	45 Days
3	Auto Titrater and Karl Fisher Titrater	1	15.00	15.00	30,000.00	45 Days
4	Gas Liquid chromatography (GLC)	1	10.00	10.00	30,000.00	45 Days
5	UV Spectrophotometer	3	8.00	24.00	48,000.00	45 Days
6	Digital Polari meter	1	8.00	8.00	16,000.00	45 Days
7	Digital Refractometer	1	8.00	8.00	16,000.00	45 Days
8	Dissolution Test Apparatus	3	8.00	24.00	48,000.00	45 Days
9	Semi micro analytical balance with Printer	2	6.62	13.24	26,480.00	45 Days
10	Muffle Furnace	3	5.00	15.00	30,000.00	45 Days
11	Computerized Tensile Test machine	1	4.00	4.00	8,000.00	45 Days

12	Analytical Balance	2	2.50	5.00	10,000.00	45 Days
13	Horizontal Laminar Flow	1	3.00	3.00	6,000.00	45 Days
14	BET Test Kit	1	3.00	3.00	6,000.00	45 Days
15	Melting Point Apparatus Digital	2	1.50	3.00	6,000.00	45 Days
16	DT machine with water bath	3	1.00	3.00	6,000.00	45 Days
17	Refrigerator (Moisterles)	1	1.50	1.50	3,000.00	45 Days
18	Ultrasonic Cleaner	2	0.75	1.50	3,000.00	45 Days
19	Digital Bernier Calipers	2	0.125	0.25	500.00	45 Days
20	Digital Micrometer (Screw Gauge)	2	0.25	0.50	1000.00	45 Days
21	Digital Thickness Gauge & Calibrated scale	2	0.125	0.25	500.00	45 Days
	Total			309.00	6,18,000.00	