



**INSTITUTE OF LIFE SCIENCES**  
(An autonomous Institute of the Department of Biotechnology, Govt. of India)  
**NALCO SQUARE, BHUBANESWAR-751 023**

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**Global Online Tender Notice No. IV-302-S&P/GT/Online/SE/2753/ 2018-19/ILS, dated 30.11.2018**

Supply, Installation & Demonstration/Commissioning of Scientific Equipment/ Goods/ Item(s)

**E-PROCUREMENT/ E-TENDER**

**E-Tender portal: <http://www.tenderwizard.com/ILS>**

**PART-I**

On behalf of the Director, ILS, Bhubaneswar, India, **online bids** through [www.tenderwizard.com/ILS](http://www.tenderwizard.com/ILS) are invited under **DOUBLE BID SYSTEM** from Original Manufacturers/ their Authorized Dealers/ Sole Selling Agent/Vendors who possess the qualifying requirements as specified in the tender for the supply, installation and satisfactory demonstration/ commissioning of the following Equipment/ Goods/ Item(s) / Provide the Service /Work mentioned in this tender notice.

S/N	Name of the Item(s)/ Equipment/ Goods	Quantity	EMD amount in INR ( refundable)	Bid Type
1	UV VISIBLE SPECTROPHOTOMETER	1	Rs. 30,000/-	ONLINE DUAL BID
2	Table Top Cooling Shaker Incubator	1	Rs. 16,500/-	ONLINE DUAL BID
3	FLOOR MODEL ULTRACENTRIFUGE	1	Rs. 1,38,000/-	ONLINE DUAL BID
4	Programmable Crystallization Incubator	1	Rs. 12,000/-	ONLINE DUAL BID
5	Vibrating Microtome	1	Rs. 39,000/-	ONLINE DUAL BID
6	Non Invasive Blood Pressure Monitor for Mouse	1	Rs. 30,000/-	ONLINE DUAL BID
7	Small Animal Anaesthesia System	1	Rs. 10,500/-	ONLINE DUAL BID

**(Online bids for each item should be submitted separately to avoid rejection)**

<b>PLEASE NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER. MANUAL SUBMISSION OF BIDS WILL NOT BE ACCEPTED.</b>
Amendment, Corrigendum if any to this tender document, WILL BE HOSTED in the above e-tender portal as well as in ILS WEBSITE and no separate Press Notification will be issued. Bidders are advised to visit the above website regularly to know such details.

**EMD/Bid Security:-** Earnest Money Deposit (EMD)/ Bid Security (BS) mentioned above must be drawn/prepare in favour of "The Director, ILS, Bhubaneswar" payable at "Bhubaneswar". **A scan copy of the EMD/BS should be submitted along with the technical bid while submitting the tenders through e-tender portal.** The original EMD/Bid Security must be delivered to the office of the "Stores & Purchase Officer, Institute of Life Sciences, Nalco Square, Bhubaneswar-751023, Odisha, India" on or before the closing date of this Global Online Tender failing which your e-Tender/e-Bid/quotation will be rejected. (For further details regarding Bid Security/EMD, please refer to the Tender paper). **Please mention firm name & tender ref no on the backside of the demand draft**

**Delivery Schedule:-** The supply, installation, commissioning, training and demonstration shall be completed at our site within 90-120 days from the date of issue of Purchase Order.

**Important Dates:-**

<b>Global Online Tender Notice</b>	<b>No. IV-302-S&amp;P/GT/Online/SE/2753/ 2018-19/ILS, dated 30.11.2018</b>
Document Download Start Date	5 <sup>th</sup> December, 2018 at 11.30 a.m. (IST)
Seek clarification start date	5 <sup>th</sup> December, 2018 at 03.30 p.m. (IST)
Seek clarification end date	12 <sup>th</sup> December, 2018 up to 03.30 p.m. (IST)
Pre-bid Conference date	13 <sup>th</sup> December, 2018 at 11.30 a.m. (IST)
Bid submission start date and time	17 <sup>th</sup> December, 2018 at 10.00 a.m. (IST)
Bid submission end date and time/ Bid Closing date & time	1 <sup>st</sup> January, 2019 at 04.30 p.m. (IST)
Date and time of opening of Technical Bid	2 <sup>nd</sup> January, 2019 at 11.00 a.m. (IST)
Date and time of opening of Price bid (Only of the successful technical unpriced bids)	11 <sup>th</sup> January, 2019 at 11.30 a.m. (IST) if possible. Otherwise, the same is to be intimated later stage to technically qualified Bidder's only

The name of the technically qualified Vendor(s)/ Bidder(s) will be available in our e-tender portal as well as in our website on 09.01.2019. The reason of rejection of the technical unpriced bid of a firm will also be available along with the names of the firm(s) qualifying the technical unpriced bid.

If the above stated opening or closing date(s) happens to be Govt. holiday(s)/BANDH for the purchaser (ILS), the submission/opening of the tender will be on the next working day as per the time scheduled.

### **Pre – Bid Conference:-**

A Pre-Bid Conference will be held as per the schedule given below. All prospective bidders are requested to submit their queries/clarifications (either by e-mail or by post/courier) on or before 12<sup>th</sup> December, 2018 **up to 3.30 p.m. (IST)** to the following address who is the purchaser also.

The Director  
Institute of Life Sciences, Nalco Square  
Bhubaneswar, - 751 023, Odisha, INDIA,  
Tel: +91-(0) 674-2301900, Fax: 2300728 E-mail: [director@ils.res.in](mailto:director@ils.res.in)

### Copy should be marked to:

The Stores & Purchase Officer (SPO)  
Institute of Life Sciences, Nalco Square  
Bhubaneswar, - 751 023, Odisha, INDIA,  
Tel: 0674- 2304339  
E-mail: [spo@ils.res.in](mailto:spo@ils.res.in) & [spdilsc@gmail.com](mailto:spdilsc@gmail.com)

The changes, if any, made in the Tender Document after the Pre-Bid Conference would be treated as amendment to the Tender Document and the same would be hosted on E-tender Portal (URL: <https://www.tenderwizard.com/ILS>) and ILS website ([www.ils.res.in](http://www.ils.res.in)) as Corrigendum to enable all the bidders to take note of the amendments. Specifications finalized after Pre-Bid Conference would not be changed further and would be basis of evaluation and consequently there shall be no occasion for revision of technical or price bid. **Therefore, Bidders should submit their bids after Pre Bid Conference.**

### **Pre-Bid Conference Schedule**

<b>Date &amp; Time Venue</b>	<b>13<sup>th</sup> December, 2018 at 11.30 a.m. (IST) in the Conference Room at ILS</b>
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### **Guidelines for bidders for online bid submission:-**

1. The tender form/bid documents may be downloaded from the E-tender Portal (URL: <https://www.tenderwizard.com/ILS>) as well as from our website [www.ils.res.in](http://www.ils.res.in)
2. The bids in **double Bid System** must be submitted through the E-tender Portal (URL: <https://www.tenderwizard.com/ILS>) as per the above schedule in e-tender mode only.  
**Manual/Off line bid shall not be accepted under any circumstances.**
3. Any Amendment/Corrigendum for this tender document will be hosted in ILS Website ([www.ils.res.in](http://www.ils.res.in)) and in the E-tender Portal <https://www.tenderwizard.com/ILS> only and no separate Press Notification will be issued. Bidders are advised to visit our website regularly to know such details.
4. In the event of the date specified for bid opening being declared as a closed holiday for ILS the due date for opening of bids will be the following working day at the appointed time.
5. **Interested Bidders may obtain further information/clarification from the office of the Stores & Purchase Officer, ILS, Bhubaneswar – 751023, Odisha, INDIA by e-mail**
6. Address for communication:  
**Stores & Purchase Officer**  
Institute of Life Sciences, Nalco Square  
Bhubaneswar, - 751 023, Odisha, INDIA  
Tel: 0674- 2304339  
E-mail: [spo@ils.res.in](mailto:spo@ils.res.in) & [spdilsc@gmail.com](mailto:spdilsc@gmail.com)
7. For participation in tenders of **Institute of Life Sciences**, Bhubaneswar, all bidders (including foreign bidders) need to enrol themselves on the E-tender Portal (URL: <https://www.tenderwizard.com/ILS>) which will be free of cost. For further information kindly refer “Bidder Manual Kit” in the portal.
8. Only enrolled/registered bidders with the above portal would be allowed to participate in the tendering process.
9. Bidders are requested to submit their bid as per the specifications and terms & conditions of the Notice Inviting e-Tender.

## PART-II

### E-TENDERING INSTRUCTIONS TO BIDDERS

#### General:

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, ILS BHUBANESWAR has decided to use the portal [www.tenderwizard.com/ILS](http://www.tenderwizard.com/ILS) through an ASP, M/s. ITI Ltd., Bhubaneswar.

#### Instructions:

##### 1. Tender Bidding Methodology:

Two Stage Online Bidding

##### 2. Broad outline of activities from Bidders prospective:

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal [www.tenderwizard.com/ILS](http://www.tenderwizard.com/ILS)
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by ILS
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to ILS's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

##### 3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

##### 4. Registration :

To use the Electronic Tender portal [www.tenderwizard.com/ILS](http://www.tenderwizard.com/ILS), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. (Rs 2000+ GST as applicable)

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

1. The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
2. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

3. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
4. The Financial part/BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

### **Bid submission**

The entire bid-submission would be online on the Tenderwizard portal i.e. <https://www.tenderwizard.com/ILS>

#### **Broad outline of submissions are as follows:**

- (i) Submission of Bid Parts (Technical & Financial)
- (ii) Submission of information pertaining to Bid Security/ EMD.
- (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule (Section VII) for both packages are to be uploaded. If required, additional documents in support of taxes, quoted duties etc may also be uploaded.

#### **Tender Processing Fee:-**

You pay processing fee (0.1% of ECV + GST as applicable (Min. 500/- & Max 5000/- + GST as applicable)) through online (Credit card/ Debit card/ Net Banking), when participating in the e-tender.

#### **Offline Submissions:**

The bidder is requested to submit the following documents offline **The Stores & Purchase Officer, ILS, Bhubaneswar (Odisha) – 751023, Odisha, India** on or before the date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (name of the item/ name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original.
2. Documents as Per NIT **without Price/Financial bid**

#### **Public Online Tender Opening Event (TOE)**

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**Important Note:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction

service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of ILS by the bidders in time, then ILS will promptly reschedule the affected event(s).

### **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc)

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.

For any further assistance, please contact Mr Sanjeeb Mahapatra ( 07377708585), Helpdesk-011-49424365/080-40482000 ITI email ID for mailing communication:- [twhelpdesk404@gmail.com](mailto:twhelpdesk404@gmail.com) / [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) / [twhelpdesk614@gmail.com](mailto:twhelpdesk614@gmail.com)

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**Read all forms carefully and submit it exactly same as per the given formats. Changing of any wording of the format may result in rejection of your bids.**

**PART-III**

S/N	<b>INSTRUCTIONS TO BIDDER:-</b>
1	<b>Eligibility of Bidders/Pre-Qualification</b>
	<p>(a) This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ Sole Selling Agent/Vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the Director, ILS may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages.</p> <p>(b) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.</p> <p>(c) The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment/goods, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.</p> <p>(d) Other things being equal, preference shall be / may be given to firms who or his principal has supplied and installed similar system at any DBT/DAE/CSIR/ICAR/ICMR/ DRDO/DST /other Govt. or autonomous research Laboratories/ Institute in India.</p> <p>(e) The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment/goods(s) similar to the type specified in the "Technical Specification". Such equipment/goods must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&amp;D activities. The Indian Agents of foreign manufacturers / suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&amp;D.</p> <p>(f) Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form. That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spares parts.</p>
2	<b>Fraud and corruption:</b>
	<p>(a) The purchaser requires that the bidder's suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of his policy, the following are defined:</p> <p>(b) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;</p> <p>(c) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>(d) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels; and</p> <p>(e) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>(f) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.</p>
3	<b>Cost of Bidding</b>
	The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
4	<b>Cost of Bidding Documents</b>
	The bidding documents can be downloaded free of cost from our Website, or from E-tender portal ( <a href="https://www.tenderwizard.com/ILS">https://www.tenderwizard.com/ILS</a> ).
5	<b>Content of Bidding Documents</b>
	The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
6	<b>Clarification of bidding documents</b>

	<p>A prospective Bidder requiring any queries/clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids unless otherwise a Pre-bid meeting is not arranged. Queries/clarifications should be sent in advance by Post/FAX/e-mail to the Purchaser. The Purchaser, however, will not be liable for non-receipt of such queries, etc. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under clause relating to amendment of bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.</p> <p>So, all bidders are requested to please note that all future amendments/corrigendum will be published on ILS website and no separate advertisement will be released for the same. Bidders are therefore requested to regularly visit our website for any such updates.</p>
7	<p><b>Amendment of Bidding Documents</b></p> <p>At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment. All prospective bidders who have downloaded the tender documents should surf the E-tender portal (<a href="https://www.tenderwizard.com/ILS">https://www.tenderwizard.com/ILS</a>) from time to time to know about the amendments/ corrigendum's in the tender document as the amendments/ corrigendum's will be hosted in the E-tender portal. The same would also be hosted on the website of the purchaser (<a href="http://www.ils.res.in">http://www.ils.res.in</a>) and all prospective bidders are expected to surf the both the above mentioned websites before submitting their bids to take cognizance of the amendments. In order to allow prospective bidders reasonable time to take the amendment into account, while in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser (<a href="http://www.ils.res.in">http://www.ils.res.in</a>) and in E-tender Portal (<a href="https://www.tenderwizard.com/ILS">https://www.tenderwizard.com/ILS</a>).</p>
8	<p><b>Language of Bid</b></p> <p>The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid and exchanged by the Bidder and the Purchaser, shall be written in <b>Hindi or English language</b>. However, The bid and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be preferably written in English language especially when the details are technical.</p>
9	<p><b>Format and Signing of e - Bid:</b></p> <p>The bids may be submitted as single bid or two bid as specified in the Invitation for e - <b>Bids</b>.</p> <p>In case the bids are invited <b>on single bid basis</b>, then the Bidder shall submit e – Bid comprising of all the documents as specified in the e - Bid.</p> <p>In case the bids are <b>invited on two-bid system</b>, the Bidder shall submit the bids in two separate parts. One part shall contain Technical unpriced bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the price-bid comprising bid form and price-schedule forms.</p> <p>The scanned copies of the e - Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the bid.</p>
10	<p><b>Documents Comprising the E-Bid:</b></p> <p>The bidder is required to be uploaded bids on the E-tender portal in <b>two parts for each equipment/ item/goods separately</b>. One part is the Technical Unpriced Bid and the other part is the Financial/Price Bid.</p> <p><b>A) Cover-1:</b></p> <p><b>The Technical Unpriced Bid prepared by the Bidder shall include the following documents without indicating the price in the Bid Form.</b> The following documents should be scanned and uploaded in PDF format in E-tender Portal in separate covers while submitting the e - Bids</p> <ol style="list-style-type: none"> <li>Bid Letter</li> <li>Tender Form Format (Technical Unpriced Bid) with all details.</li> <li>Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria.</li> <li>Technical Unpriced Bid Compliance Sheet</li> <li>Manufacturer's Authorization Form</li> <li>Service Support Details Form</li> <li>Agency's Experience Form</li> <li>Undertaking to submit Performance Bank Guarantee</li> <li>Fall Clause Undertaking</li> <li>Certificate by Chartered Accountant for the firms registered under MSMED Act</li> <li>Declaration- General</li> <li>Delisting Declaration</li> <li>Financial Status Statement of the Manufacturer/Bidder for the last three financial years</li> <li>Bank Solvency Certificate</li> <li>Warranty Compliance Undertaking</li> <li>Manufacturers (OEM) Undertaking to Provide Spares &amp; Service for at least 5(five) years from the date of supply &amp; Installation</li> <li>EMD / BID Security as mentioned in the Tender</li> </ol>



	<p>r) Letter to be submitted by the Vendor/Bidder in their letterhead along with a cancelled cheque for INR payment</p> <p><b>B) Cover-2:</b></p> <p><b>The Price/ Financial Bid</b> The following documents should be scanned and uploaded in .XLS format in E-tender Portal in separate cover while submitting the e - Bids</p> <p>a) Tender Form Format (Price/ Financial Bid)</p> <p>b) PRICE BID FOR IMPORTED GOODS TO BE SUPPLIED INFOREIGN CURRENCY</p> <p style="text-align: center;">Or</p> <p>c) PRICE BID FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN TO BE SUPPLIED IN INDIAN CURRENCY</p> <p>d) PERFORMANCE STATEMENT FORM WITH PRICE DETAILS</p>
11	<p><b>Technical Unpriced Bid:</b></p>
	<p><b>Only competent firm who can supply the material as per required specification should submit the Bid with supporting technical documents as the specification is essence of the this procurement.</b> This part of the tender shall include/contain all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered EXCLUDING ANY PRICE DETAILS THEREOF. Technical unpriced bid should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar items, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure, itemized list of spares and quantity (without price) recommended by the bidder for purchase, mode of dispatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the bidders without price.</p> <p><b>The bidder shall take special care NOT TO MIX UP the price of the item in this part of the tender.</b></p> <p>Manufacturer's name, makes, model, catalogue/part no. /code no. etc. should be clearly mentioned. If imported, then the name, full address, phone, fax, website and e-mail of the Beneficiary/Manufacturer and authorized Indian agent (if you are a sub-agent) should be mentioned. The Items being quoted should be of Original Manufacturer and no non-standard/ sub-standard item should be quoted. All detailed specifications and make of the items to be quoted should be clearly mentioned and attach with the offer. In case of proprietary or patented item, necessary certificates in support of the same should be attached.</p> <p>Bidders are required to submit their technical unpriced bids in the <b>Technical Unpriced Bid Format</b>. The Technical unpriced bid prepared by the Bidder shall include the following without indicating the price in the bid form.</p> <p>(a) Technical Unpriced Bid Compliance Sheet &amp; Service support details Form;</p> <p>(b) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.</p> <p>(c) <b>Manufacturer's Authorization Form, Service Support Details Form, Agency's Experience Form, Declaration- General, Delisting Declaration, Certificate by the Chartered Account for MSMED firm, Financial Status Statement of the Manufacturer/Bidder for the last three financial years, Warranty Compliance Undertaking and Manufacturers (OEM) Undertaking to Provide Spares &amp; Service for at least 5(five) years from the date of supply &amp; Installation as per the format available in the Technical unpriced bid duly filled in their letter head for evaluation of their Technical Bid(s)</b></p> <p>The following documents in original (Self-attested with rubber seal, in case of Xerox copies) should also be enclosed along with the Technical unpriced bid. In case of Xerox copy, original documents for the following should be produced whenever required; otherwise tender submitted will be rejected at any moment.</p> <p>(i) Technical literatures, brochures etc. supporting the above specifications or facilities. The Bidders/Vendors are requested to highlight/underline the specifications in the Technical Brochure as per the specification wanted by ILS.</p> <p>(ii) Authorization Certificate of the concerned company in your favour (or in favour of your firm through your principal dealer if you are a sub-agent) to sale /service/giving Annual Maintenance Service for the above item(s) should be enclosed along with the tender; otherwise the same will be rejected. If you are a sub-agent of a principal dealer of the main company, then a letter from the principal dealer for giving direct service/AMC to this Institute by them should be enclosed otherwise your offer will be rejected.</p> <p>(iii) Document supporting both past and present status of both the Manufacturer and Supplier.</p> <p>(iv) Valid up-to-date GST, ITCC, STCC &amp; PAN Card. Sales tax/ Service tax/ VAT returns/ ITR for last 3 years.</p> <p>(v) Valid proofs of any orders <b>without disclosing the price received</b> from various Govt. /Semi-Govt. /P.S.U./ private organisations etc. for supply and installation of the same make and model of scientific equipment/goods. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender. Other than the rates quoted by the firms, priority of selection will be given on basis of these credential certificates.</p> <p>(vi) Service facility beyond guarantee/warranty period i.e. after sales service condition/Annual Maintenance Contract may be indicated clearly including the cost of such service and name of the firm, their financial position and past performance who will give the same service. Whether any training is needed or is it included in package deal, including technical and scientific literature, please indicate. Any difference or variation in the brand name or specification from our specification should be clearly mentioned. Brochure/ Technical literature containing the detailed specification of the models quoted should be enclosed. Give detail specification of all parts and accessories to be supplied.</p> <p>(vii) Space, electrical load etc. needed for the instrument/equipment/goods/article may also be indicated along with the Technical unpriced bid.</p> <p>(viii) To make the equipment/goods operational, does it need any additional and essential accessories? If so, then please submit the list of accessories to be given by including the cost of those essential accessories only in the main unit.</p> <p>(ix) To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.</p> <p>(x) To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the</p>

	documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of: 1 A detailed description of the essential technical and performance characteristics of the goods; 2 A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid ; and 3 An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications. (xi) For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment/goods, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
12	<b>Pre-Bid Meeting/ Conference:</b> Wherever pre-bid conference has been mentioned, the suppliers may submit their bids after attending the conference on their own interest. Also queries of specifications be sent before conference. No further queries about specification & tender form will be entertained after pre-bid conference.
13	<b>Delivery Place:</b> The consignment has to be delivered at this Institute and properly installed.
14	<b>Customs Duty &amp; GST:</b> <b>Customs Duty:</b> The purchases made by the purchaser for scientific purpose are exempted from Custom Duty and a concessional rate is liveable. The ILS is a public funded research organization under the Department of Biotechnology, Govt. of India and a concessional Custom Duty @ 5.5% (present rate) is applicable for the goods purchased for research purpose vide Govt. of India Notification No. 51/96 – Customs dated 23.07.1996. <b>GST:</b> ILS is a public funded research organization under the Department of Biotechnology, Govt. of India and a concessional GST @ 5% (IGST @ 5% or SGST@ 2.5% and CGST @ 2.5%) will be applicable for the goods purchased for research purpose vide Ministry of Finance (Department of Revenue) Notification No. 47/2017 – Integrated Tax dated 14.11.2017 & Notification No. 45/2017 – Central Tax dated 14.11.2017.
15	<b>Standards:</b> The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.
16	<b>When the item(s) / goods quoted in DGS&amp;D / GEM (Government e-Market Place) price:</b> If the above make /model is approved by the Director of Export Promotion and Marketing, Odisha/ Director General of Supplies and Disposals (DGS&D), Govt. of India then supporting document (valid proofs) may be furnished along with the Technical unpriced bid. If you are quoting the price on the above rate contracts or your quoted item is available in <b>GEM (Government e-Market Place)</b> then please send a copy of the same with information about GEM reference and price in the price bid only.
17	<b>Conditional tenders shall not be accepted.</b>
18	<b>Debarment from bidding:</b> A bidder shall be debarred if he has been convicted of an offence— (a) Under the Prevention of Corruption Act, 1988; or (b) The Indian Penal Code 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
19	<b>Guarantee/Warranty:</b> The equipment/goods/article should have at least <b>1 year guarantee/ warranty</b> (unless otherwise mentioned in the specification for a larger period) or as per the guarantee/warranty card whichever is higher from the date of successful installation, demonstration and commissioning at ILS. Guarantee/Warranty for a shorter period will be rejected by the Purchaser as non-responsive. Preference in selection other than cost of the equipment/goods (to be assessed by ILS) will be given for those firms opted for guarantee/more years guarantee/warranty. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The guaranty/ warranty should be comprehensive on site, repair/replacement. If during the period of warranty any component or spare part is needed to be imported, all associated cost for replacement shall be borne by the supplier including the cost of customs duty, freight & insurance, customs clearance charges etc. Guarantee certificate should be submitted along with the dispatch documents.
20	<b>Operational manual, user manual &amp; guarantee/warranty card</b> The supplier should provide the <b>Operational manual, user manual &amp; guarantee/warranty card</b> along with the equipment/goods, which should be handed over to the Junior Instrumentation Engineer of ILS/ end-user at the time of installation of the same. Payment can only be made after receipt of the service manual, user manual & guarantee/warranty card by the Junior Instrumentation Engineer of ILS. In case of payment in letter of credit the above documents should be handed over to the Junior Instrumentation Engineer of ILS/ end-user at the time of installation of the equipment/goods, otherwise the security deposit / Performance security submitted by the supplier will not be refunded.
21	<b>SOFT WARE AND HARDWARE UPGRADATION:</b> The selected firm for the supply of tendered item will have to accept free up-gradation of software (all update & upgrades) up to 5 years from the date of satisfactory installation.

22	<b>Bid Security (BS) / Earnest Money Deposit (EMD)</b>
	<ul style="list-style-type: none"> <li>i. The Bidder shall furnish, as part of its bid, a Bid Security (BS)/ Earnest Money Deposit (EMD) for an amount as specified in the Invitation for e - Bid. In the case of foreign bidders, the BS/EMD shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS/EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder.</li> <li>ii. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.</li> <li>iii. The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option: <ul style="list-style-type: none"> <li>a. A bank guarantee issued by a Nationalized/Scheduled bank/ Commercial Bank /Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalized/Scheduled Indian bank; or</li> <li>b. Fixed Deposit receipt pledged in favor of the Purchaser</li> <li>c. A Banker's Cheque or demand draft in favour of the purchaser issued by any Nationalized/Scheduled Indian bank.</li> </ul> </li> <li>iv. The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 18 are invoked.</li> <li>v. The bid security should be submitted in its original form. Copies shall not be accepted. Scanned copy of the Demand Draft/Bank Guarantee towards the EMD/BS should be uploaded in E-tender Portal along with the bid.</li> <li>vi. The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.</li> <li>vii. The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS/EMD could also be adjusted against Performance Security, if it is paid through Demand Draft /Bankers Cheque.</li> <li>viii. The firms registered with DGS&amp;D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the DBT Labs /Institutes, if any, are exempted from payment of BS/EMD provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies within the monetary limits so prescribed. The firms quoting higher than their monetary limit, shall have to deposit the bid security (EMD) and not be entitled to the privileges of exemption of EMD. The monetary limit or category, so laid down, does not, however, debar a firm from getting orders in excess of the monetary limit or for other categories, provided the Procuring Entity is satisfied about the capacity and capability of the firm with a requisite (EMD) security deposit.</li> </ul>
23	<b>Forfeiting of the bid security:</b>
	<ul style="list-style-type: none"> <li>(a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>(b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract if required and/or fails to furnish Performance Security within 21 days from the date of contract/ order.</li> </ul>
24	<b>Period of Validity of Bids:</b>
	<ul style="list-style-type: none"> <li>(a) Bids shall remain valid for minimum of <b>90 days from the closing date of bid</b> prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</li> <li>(b) In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.</li> <li>(c) Bid evaluation will be based on the bid prices without taking into consideration the above corrections.</li> </ul>
25	<b>Bid form (PRICE/ FINANCIAL BID)</b>
	<p>The bidder shall complete the Bid Form and the appropriate price/financial bid format furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Wherever pre-bid conference has been mentioned, the suppliers may submit their bids after attending the conference on their own interest. Also queries of specifications be sent before conference.</p> <p><b>Bid Prices:</b> The Bidder shall indicate on the appropriate price bid format, the unit prices and total bid prices of the goods it proposes to supply under the contract.</p> <p>Prices indicated on the price bid format shall be entered separately in the following manner:</p> <p><b>(a) For Goods manufactured within India:</b></p> <ul style="list-style-type: none"> <li>(i) The price of the goods quoted Ex -works including taxes already paid.</li> <li>(ii) GST which will be payable on the goods if the contract is awarded.</li> <li>(iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price bid format.</li> <li>(iv) The installation, commissioning and training charges including any incidental services, if any.</li> </ul> <p><b>(b) For Goods manufactured abroad:</b></p> <ul style="list-style-type: none"> <li>(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.</li> <li>(ii) The charges for insurance and transportation of the goods to the port/place of destination.</li> <li>(iii) The agency commission charges payable to Indian Agent in INR, if any. The installation, commissioning and training charges including any incidental services, if any</li> </ul> <p><b>The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce.</b></p> <p><b>(c) Other points:</b></p> <ul style="list-style-type: none"> <li>(i) Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. such offer shall be rejected as incomplete.</li> <li>(ii) The price quoted shall remain fixed during the contract period and shall not vary on any account.</li> <li>(iii) All lots and items must be listed and priced separately in the Price bid format. If a Price Format shows items listed but not priced, their</li> </ul>

	<p>prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Bid shall be assumed to be not included in the bid.</p> <p>(iv) The cost of AMC of any kind should be mentioned in the tender, including details of service provided by the supplier, wherever the specification warrants AMC as per ILS tender.</p> <p><b>The purchases made by the purchaser for scientific purpose are exempted from Excise duty and Custom Duty and a concessional rate is liveable. The ILS is a public funded research organization under the Department of Biotechnology, Govt. of India and a concessional Custom Duty @ 5.5% (present rate) is applicable for the goods purchased for research purpose vide Govt. of India Notification No. 51/96 – Customs dated 23.07.1996.</b></p> <p><b>ILS is a public funded research organization under the Department of Biotechnology, Govt. of India and a concessional GST @ 5% (IGST @ 5% or SGST@ 2.5% and CGST @ 2.5%) will be applicable for the goods purchased for research purpose vide Ministry of Finance (Department of Revenue) Notification No. 47/2017 – Integrated Tax dated 14.11.2017 &amp; Notification No. 45/2017 – Central Tax dated 14.11.2017.</b></p> <p><b>We don't issue any 'Form C' or 'Form D'. However, being R&amp;D Organization 'Concessional customs duty Forms' &amp; 'Concessional GST forms' can be issued.</b></p> <p><b>If you are quoting with higher GST/ Customs duty, then you are responsible for not becoming the L1 bidder.</b></p> <p><b>Important Points:</b></p> <ol style="list-style-type: none"> <li><b>The price/ financial bid not given in the ILS format will be rejected</b></li> <li><b>Preference up to 1 % will be given to those bids quoted in Indian rupees instead of foreign currency.</b></li> </ol>
26	<b>Bid Currencies</b>
	Prices shall be quoted both in Indian Rupees and in any freely convertible foreign currency preferably in USD (\$), Euro (€), Yen (¥), GBP (£), SGD & AUSD in case of offers received for supply from foreign countries wherever possible for correct evaluation during comparison. However, <b>Preference up to 1% will be given to those bids quoted in Indian rupees instead of foreign currency.</b>
27	<b>Documents Establishing Bidder's Eligibility and qualifications</b>
	<p>The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.</p> <p>The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;</p> <p>(a) The bidder meets the qualification criteria listed in bidding documents, if any.</p> <p>(b) Bidder that doesn't manufacture the goods it offers to supply shall submit to Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.</p> <p>(c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.</p>
28	<b>Submission of e - Bids</b>
	<p>(i) The bidders may submit their e - Bids through E-tender portal (<a href="https://www.tenderwizard.com/ILS">https://www.tenderwizard.com/ILS</a>) only. <b>Manual / Offline bids shall not be accepted under any circumstances.</b></p> <p>(ii) The tender form/bid documents can be downloaded from the E-tender Portal (URL: <a href="https://www.tenderwizard.com/ILS">https://www.tenderwizard.com/ILS</a>) or from <a href="http://www.ils.res.in">www.ils.res.in</a></p> <p>(iii) Any Amendment/Corrigendum for this tender document will be hosted in ILS Website, i.e., <a href="http://www.ils.res.in">www.ils.res.in</a> and in the E-tender Portal (<a href="https://www.tenderwizard.com/ILS">https://www.tenderwizard.com/ILS</a>) only and no separate Press Notification will be issued. Bidders are advised to visit our website regularly to know such details.</p> <p>(iv) The complete bidding process is online. Bidders should be in possession of Valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding, bidders are advised to go through the "Bidders Manual Kit", "System Settings" &amp; "FAQ" available in the E-tender Portal.</p> <p>(v) Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk &amp; responsibility of the bidder.</p>
29	<b>Deadline for Submission of e - Bids</b>
	Bids must be submitted by the Bidder through E-tender Portal well before the last date of submission of bids as specified by the Purchaser so as to avoid last minute rush. The E-tender Portal will not permit to upload the bids after the scheduled last date and time of submission. If any bidder could not submit the tender in time because of any technical glitches/issues in E-tender Portal, purchaser will not held any responsibility. The Purchaser may, at its discretion, extend the deadline for submission of e - bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
30	<b>Late submission of BS/EMD</b>
	Any Bid Security/ EMD received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.
31	<b>Withdrawal, substitution and Modification of Bids</b>
	A Bidder may withdraw, substitute or modify its bid after submission through E-tender Portal <b>only prior to the last date of submission bids.</b> The bidder is not allowed to withdraw, substitute or modify the bid after the last date of submission of bids under any circumstances. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof. Withdrawal of a bid/

	during this interval may result in the Bidder's forfeiture of its bid security/EMD besides blacklisting the bidder
32	<b>Opening and Evaluation of e - Bids</b> <b>Opening of e - Bids by the Purchaser:</b> The e – bids shall be opened online by the Authorized Officials of the Purchaser as per the schedule given in the tender document. In the event of the specified date of Bid opening being declared a holiday for ILS, the e - Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid of the technically qualified bidders shall be opened only. On opening of the bids online, mere accepting the e-bids does not mean that the firm is technically or financially qualified. Price bid of those bidders will be opened only who's Technical un-priced bid is found suitable/ accepted in all respects.
33	<b>Confidentiality</b> Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Award of Contract. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
34	<b>Clarification of Bids</b> To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.
35	<b>Preliminary Examination</b> The Purchaser shall examine the bids to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected. (a) Bid Form and Price bid format (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, will be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny, at the discretion of the organization:- (i) The Bid is unsigned. (ii) The Bidder is not eligible. (iii) The Bid validity is shorter than the required period. (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer. (v) Bidder has not agreed to give the required performance security or not accepted the payment terms as mentioned in the price/financial bid format. (vi) The goods quoted are sub-standard, not meeting the required specification etc. (vii) Against the Requirement (incorporated in the tender), the tenderer has not quoted for the entire requirement as specified in that schedule. (viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry. (ix) Not quoted for packing & forwarding, freight, transportation, insurance charges etc. separately as per price/financial bid format (x) Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D /Govt. Registration Certificate/ permission in case the items fall under the restricted list of the current EXIM policy shall be treated as non-responsive and rejected.
36	<b>Responsiveness of Bids</b> (i) Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that: (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the tender; or (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidders obligations under the Proposed Contract; or (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids. (ii) The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. (iii) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission. <b>(iv) If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.</b>
37	<b>Non-Conformity, Error and Omission</b> (i) Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation. The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder. (ii) Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties, etc., will be deemed to be a material deviation. (iii) Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or

	<p>documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>(iv) Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>(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</p> <p>(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 (a) and (b) above.</p> <p>(v) Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its EMD/Bid Security may be forfeited.</p> <p>(vii) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.</p>
38	<p><b>Examination of Terms &amp; Conditions, Technical Evaluation</b></p> <p>(i) The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the tender have been accepted by the Bidder without any material deviation or reservation.</p> <p>(ii) The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with the technical unpriced bid format and requirement, to confirm that all requirements specified in the Bidding Documents have been met without any material deviation or reservation.</p> <p>(iii) If after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with the technical unpriced bid requirements mentioned in this tender, it shall reject the Bid.</p>
39	<p><b>Conversion to Single Currency</b></p> <p>To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers <b>on the closing date of tender</b>. For this purpose, Exchange rate notified in <a href="http://www.xe.com">www.xe.com</a> or <a href="http://www.rbi.org">www.rbi.org</a> or any other website / banker's rate could also be used by the purchaser.</p>
40	<p><b>Evaluation and comparison of bids</b></p> <p>The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be used.</p> <p>The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:</p> <p><b>1. For goods manufactured in India:</b></p> <p>(i) The price of the goods quoted ex-works including all taxes already paid.</p> <p>(ii) GST which will be payable on the goods if the contract is awarded.</p> <p>(iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.</p> <p>(iv) The installation, commissioning and training charges including incidental services, if any.</p> <p><b>2. For goods manufactured abroad :</b></p> <p>(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.</p> <p>(ii) The charges for insurance and transportation of the goods to the port/place of destination.</p> <p>(iii) The agency commission payable to Indian Agent, if any.</p> <p>(iv) The installation, commissioning and training charges including incidental services, if any.</p> <p><b>3. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively if not quoted by the bidder on DDP basis with all charges up to ILS, Bhubaneswar separately as per the price/financial bid format.</b> However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under (if not shown by the bidder in the price/financial bid format as a part of their responsibility) :</p> <p>a) Towards Concessional customs duty charges.</p> <p>b) AAI AAD, DO charges and other levies: <b>Rs. 12,000/-</b> extra for Air Shipments &amp; DO charges, CFS, Deconsolidation, Endorsement, Terminal handling and other levies <b>Rs. 35,000/-</b> extra for Ocean shipments ( Or as per the amount quoted by you in the Price/ Financial format at sl. 15a &amp; 15b of Order Placement Details)</p> <p>c) Towards custom clearance, inland transportation etc. – ( CIP/CIF via air)@2% of the CIF/CIP value up to INR 30.00lakh, @1.5% of the CIP/CIF value up to INR 50.00 lakh, @1.25 % of the CIP/CIF value up to INR 75.00 lakh, @1% of the CIP/CIF value up to INR 130.00 lakh , @0.75% of the CIP/CIF value up to INR 200.00 lakh &amp; @0.65% of the CIP/CIF value more than INR 200.00 lakh subject to a minimum of Rs. 15,000/-</p> <p>d) Towards custom clearance, inland transportation etc. – ( CIP/CIF via Sea)@2.5% of the CIF/CIP value up to INR 30.00lakh, @2 % of the CIP/CIF value up to INR 50.00 lakh, @1.5 % of the CIP/CIF value up to INR 75.00 lakh, @1.25% of the CIP/CIF value up to INR 130.00 lakh , @0.80% of the CIP/CIF value up to INR 200.00 lakh &amp; @0.70% of the CIP/CIF value more than INR 200.00 lakh subject to a minimum of Rs. 25,000/-</p> <p><b>Alternatively, the supplier may choose to quote in DDP basis with concessional duty and other charges in INR to avoid not becoming the L1 bidder.</b></p> <p><b>Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as</b></p>

	<p><b>incomplete.</b>  <b>Also preference up to 1% will be given to those bids quoted in Indian rupees instead of foreign currency.</b>  4. Orders for imported goods need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm (specified in INCO terms 2010) as may be amended from time to time by the ICC or any other designated authority and favourable to ILS  5. Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.  6. The bidder must specify the mode of transport i.e. whether by air/ ocean/road/rail.  <b>Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions</b> (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining inter-se position. The Purchaser (NII), however, reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.</p>
41	<p><b>Buy Back Items:</b>  If the goods are to be quoted on 'Buy Back' basis, then bidders must offer a separate buy back price for the old item. The Purchaser reserves the right to place the order with or without 'buy back' option. If required, the condition of old buy back goods may be examined by the bidder before submission of its bid.</p>
42	<p><b>Negotiation for Freight &amp; Insurance for Optional item(s):</b>  Packing, Handling, Freight and Insurance charges etc. will be negotiated for the Optional Accessories to be purchased, if required at the time of order.</p>
43	<p><b>Contacting the Purchaser</b>  No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing. (In case it becomes apparent that a party is trying to influence the decision on bid evaluation then The Director, ILS through a notification may enforce restriction in visiting days and time to ILS premises for all unresponsive bidders since frequent purposeless visits of the unresponsive bidder leads to delay in file processing thereby leading to delay in research projects).</p>
44	<p><b>Post qualification</b>  In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in this tender notice. The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.</p>
45	<p><b>Purchaser's right to vary Quantities at Time of Award</b>  Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in this bidding document. The Director, ILS also has the right to divide/split the total order of an item among more than one party. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced within the delivery period as per the requirement with the consent of the bidder.</p>
46	<p><b>Purchaser's right to accept Any Bid and to reject any or All Bids</b>  The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders, as the case may be. Until a formal contract is executed, the notification of award constitutes a binding contract. No work of any kind to be commenced without proper execution of contract.</p>
47	<p><b>Signing of Contract &amp; Order Acceptance</b>  The Purchaser shall send the successful Bidder the Agreement/Purchase Order. The successful bidder should submit an order acknowledgement accepting the terms &amp; conditions of the order placed with them within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited. Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids/ or to accept the bid of other bidders (L2 bidder) who can fulfil the contract within the L1 price if needed so.</p>
48	<p><b>Patent Rights:</b>  The Supplier shall indemnify the Purchaser (ILS) against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.</p>
49	<p><b>Security Deposit/ Performance Security ( SD/PS)</b>  Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish a Security Deposit/ Performance Security in the amount specified in purchase order, valid till 60 days after the warranty period with all CMC/AMC obligation. Alternatively, the SD/PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery &amp; part on installation. The SD/PS, where applicable, shall be submitted in advance for orders where payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of SD/PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the EMD/ BS should be kept valid till such time the SD/PS is submitted. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.  The Security Deposit/ Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.  <b>In the case of imports, the SD/ PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the SD/ PS may be submitted by either the manufacturer or their authorized</b></p>

	<p><b>dealer/bidder.</b></p> <p>The Security Deposit/ Performance Security shall be in one of the following forms:</p> <p>(a) A Bank guarantee or stand-by Letter of Credit issued by a Commercial bank located in India or a foreign bank with preferably its operating branch in India in the form provided in the bidding documents. Or</p> <p>(b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,</p> <p>(c) A Fixed Deposit Receipt pledged in favour of the Purchaser.</p> <p>The Security Deposit/ Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty &amp; AMC/CMC obligations, unless specified otherwise in the order, without levy of any interest. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.</p>
50	<p><b>PENALTY CLAUSE OF ILS :</b></p> <p>On breakdown of the equipment/goods during warranty or CMC, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee/CMC period should be done within 21 days from the date of report of the Service Engineer for repair of the equipment/goods in case of need of spare parts. Otherwise, the above penalty charges will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment/goods. The Manufacturer/Supplier is bound to extend the warrantee/guarantee/CMC of the equipment/goods equivalent to the number of days for which the equipment/goods remains idle due to the break down. However, ILS shall claim no extension of warrantee/guarantee for the equipment/goods lying idle due to break down for a total number of 24 days per year in the warranty/guarantee/CMC period.</p>
51	<p><b>FALL CLAUSE OF ILS :</b></p> <p>If, at any time, during the tender/ contract/ supply period, the supplier reduce the said prices of such Stores/ Equipment/goods or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, ILS and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. The supplier shall furnish a list of organizations where the equipment/goods, in question, has/have been supplied with the period during the last three years and performance certificate from such organization may also be provided.</p>



**PART-IV**

S/N	<b>GENERAL CONDITIONS OF CONTRACT:</b>
1	<b>Definitions</b>
	<p>a. "The Goods" means all the equipment/goods, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;</p> <p>b. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract</p> <p>c. "The Purchaser's country" is "India".</p> <p>d. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</p> <p>e. "Day" means calendar day &amp; "Month" means calendar months</p> <p>f. ILS/ Director/ Purchaser/ and SPO represent same entity.</p>
2	<b>Contract Documents</b>
	<p>Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. Successful bidder shall have to enter into Contract Agreement on Rs.100/- Non-Judicial Stamp Paper as per the Contract Form given in the tender document within 21 days of placement of Purchase Order having value above Rs.25.00 Lakh or equivalent amount in Foreign Currency.</p>
3	<b>Joint Venture, Consortium or Association</b>
	<p>If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, Consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
4	<b>Scope of Supply</b>
	<p>The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. The competent authority is authorized to accept or reject any quote on supply without assigning any reasons thereof.</p>
5	<b>Suppliers' Responsibilities</b>
	<p>The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause above, and the Delivery and Completion Schedule, as per above Clause relating to delivery and document.</p>
6	<b>Contract price</b>
	<p>Prices charged by the Supplier for the Goods supplied and the Related Services perform under the Contract shall not vary from the prices quoted by the Supplier in its bid. All supplies of foreign are governed by INCOTERMS as amended/modified from time to Time.</p>
7	<b>Copy Right</b>
	<p>The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>
8	<b>Use of Contract Documents and Information</b>
	<p>The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.</p> <p>Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.</p>
9	<b>Patent Indemnity</b>
	<p>The Supplier shall 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:</p> <p>(a) The installation of the Goods by the Supplier or the use of the Goods in India.</p> <p>And,</p> <p>(b) The sale in any country of the products produced by the Goods. If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier 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.</p>
10	<b>Inspections and Tests</b>
	<p>1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in this tender or as discussed and agreed to during the course of finalization of contract.</p> <p>2. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and other terms &amp; conditions of this tender</p>

	<p>shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.</p> <ol style="list-style-type: none"> <li>3. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.</li> <li>4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</li> <li>5. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</li> <li>6. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment. The Supplier shall provide the Purchaser with a report of the results of any such test and /or inspection. <b>For imported items, while unpacking the items the presence of Indian Agent is desirable.</b></li> </ol>
11	<p><b>Packing Instructions:</b></p>
	<ol style="list-style-type: none"> <li>1. The Supplier 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</li> <li>2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in this tender and in any subsequent instructions ordered by the Purchaser.  <b>The marking and documentation within and outside the packages shall be:</b> <ol style="list-style-type: none"> <li>a) Each package should have a packing list within it detailing the part no. (s), description, quantity etc.</li> <li>b) Outside each package, the following information should be indicated on all sides and top with proper paint/indelible ink  <b>i) Name and address of the purchaser ii) Supplier's Name iii) Item(s) in brief iv) Contract/ P.O No. v) Final destination iii) Country of Origin of Goods and v) Packing list reference</b></li> <li>c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.</li> <li>d) All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.  <b>For imported items, while unpacking the items the presence of Indian Agent is desirable.</b></li> </ol> </li> </ol>
12	<p><b>Delivery and Documents</b></p>
	<ol style="list-style-type: none"> <li>1. Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified below.</li> <li>2. The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of commerce, Paris.</li> <li>3. The mode of transportation shall be : <ol style="list-style-type: none"> <li>(a) In case of supplies from within India, the mode of transportation shall be by AIR/Road/Rail as per the price bid accepted.</li> <li>(b) In case of supplies from abroad, the mode of transportation shall be by Air/Ocean as per the price bid accepted</li> </ol> <p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <p><b>(a) For Goods manufactured within India</b>  Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post/speed post and copies thereof by FAX/ E-mail.</p> <ol style="list-style-type: none"> <li>(i) Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value;</li> <li>(ii) Packing list;</li> <li>(iii) Certificate of country of origin;</li> <li>(iv) Insurance certificate, if required under the contract;</li> <li>(v) Railway receipt/Consignment note;</li> <li>(vi) Manufacturer's guarantee certificate and in-house inspection certificate;</li> <li>(vii) Inspection certificate issued by purchaser's inspector, if any and</li> <li>(viii) Any other document(s) as and when required in terms of the contract.</li> </ol> <ol style="list-style-type: none"> <li>1. The nomenclature used for the item description in the invoices(s), packing list(s) and the Delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</li> <li>2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</li> </ol> <p><b>(b) For Goods manufactured abroad</b>  Within 12 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch through e-mail with scan copy set of all shipping documents including invoice, packing list, weight list, MAWB &amp; HAWB (indicating the freight charges), country of origin certificate etc. and also supply the following documents by Registered Post/courier and copies thereof by FAX.</p> <ol style="list-style-type: none"> <li>(i) (a) Three copies of supplier's Invoice giving full details of the goods including quantity, value, etc.</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>(ii) Packing list;</li> <li>(iii) Certificate of country of origin;</li> <li>(iv) Manufacturer's guarantee and Inspection certificate;</li> <li>(v) Inspection certificate issued by the Purchaser's Inspector, if any;</li> <li>(vi) Insurance Certificate, if required under the contract;</li> <li>(vii) Name of the Vessel/Carrier;</li> <li>(viii) Bill of Lading/Airway Bill, as the case may be</li> <li>(ix) Port of Loading;</li> <li>(x) Date of Shipment;</li> <li>(xi) Port of Discharge &amp; expected date of arrival of goods and</li> <li>(xii) Any other document(s) as and when required in terms of the contract.</li> </ul> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</li> <li>2. The above documents should be received by the Purchaser before arrival of the Goods at the destination Airport/ Seaport and, if not received, the Supplier will be responsible for any consequent expenses.</li> </ol>
13	<p><b>Insurance</b></p> <ol style="list-style-type: none"> <li>1. The Indigenous Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.</li> <li>2. Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange the insurance up to ILS, Bhubaneswar and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate &amp; pursue claims till settlement, on the event of any loss or damage. The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract up to ILS, Bhubaneswar and must cover "all risk basis" like riots and civil commotion, Institute Cargo Clauses (Air), Institute War Clauses (Air cargo) and Institute Strike Clauses (Air cargo) covering in the case of dispatch by AIR and Institute Cargo Clauses (Air), Institute War Clauses (cargo) covering in the case of carriage by Sea with claims payable in India.</li> <li>3. Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser. However, if the delay was caused by Indian Agent on any account after receipt of item at ILS, the Indian Agent shall be directly responsible for any loss sustained by ILS.</li> <li>4. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.</li> </ol>
14	<p><b>Transportation</b></p> <ol style="list-style-type: none"> <li>1. Where the Supplier is required under the Contract to deliver the Goods on FOB basis if agreed by ILS then transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods on FCA basis, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.</li> <li>2. Where the Supplier is required under the Contract to deliver the Goods on CIF or CIP basis, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</li> <li>3. In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.</li> </ol>
15	<p><b>Incidental Services</b></p> <p>The supplier may be required to provide any or all of the following services, including additional services, if any at no extra cost:</p> <ul style="list-style-type: none"> <li>(i) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;</li> <li>(ii) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;</li> <li>(iv) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>(v) Training if any, of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.</li> </ul>
16	<p><b>Spare Parts</b></p> <p>The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract;</li> <li>and</li> <li>(b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> </ul> </li> </ul>

	(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested
17	<b>Warranty</b>
	<p>a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.</p> <p>c) <b>Unless otherwise specified in the Detailed Technical Specification, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted with successful installation &amp; demonstration at the final destination.</b></p> <p>d) The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>e) Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>f) If having been notified, the Supplier fails to remedy the defect within the reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>g) Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.</p> <p>h) Penalty clause of ILS will be applicable as mentioned in the tender for any breakdown within Warranty, AMC &amp; CMC obligation.</p>
18	<b>Terms of Payment</b>
	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>(a) Payment for Goods supplied from abroad:</b> Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made within 30 working days after receipt of the articles in good condition, successful installation, demonstration / commissioning by way of Foreign Demand Draft (FDD) or Wire Transfer or on Sight Draft basis. Alternatively, 100% of the Order value/ Contract price will be opened by way of Irrevocable Letter of Credit in a bank in its country on submission of SD/Performance Security as specified in the purchase order contract with all bank charges abroad shall be to the account of the beneficiary. 90% ( Ninety percent) of the L/C value will be released against receipt of the item(s)/ equipment/goods in good condition at ILS, Bhubaneswar (upon receipt and unpacking of the goods by the Indian agent of the supplier and acceptance by ILS) and the balance 10% ( Ten percent) value will be released after successful installation , demonstration / commissioning acceptable to ILS, Bhubaneswar within 30working days upon submission of claim supported by the acceptance certificate issued by the Purchaser .The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Alternatively, the supplier may choose to take payment after delivery, installation, demonstration and commissioning including providing of Training, if offered by bidder.</b></p> <p><b>Price preference up to 1 % subject to a minimum of Rs. 15,000/- and a maximum of Rs. 50,000/- will be given to those firms opted for the payment condition after installation &amp; demonstration instead of Letter of Credit (L/C)</b></p> <p><b>(b)Payment for Goods and Services supplied from India:</b>  <b>Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:</b>  100 % ( Hundred percent) of the Contract Price shall be paid on receipt of the Goods on acceptance, satisfactory installation &amp; commissioning within thirty (30) working days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any. For all INR payments, ILS prefers to make Electronic Transfers (RTGS)/(NEFT)</p> <p><b>Preference up to 1% will be given to those bids quoted in Indian rupees instead of foreign currency.</b></p>
19	<b>Change Orders and Contract Amendments</b>
	<p>The Purchaser may at any time, by written order given to the Supplier may make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>(b) The method of shipping or packing;</p> <p>(c) The place of delivery; and/or</p> <p>(d) The Services to be provided by the Supplier.</p> <p>(e) The delivery schedule.</p> <p>If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.</p>
20	<b>Assignment</b>
	The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21	<b>Subcontracts</b>
	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.
22	<b>Extension of time</b>
	<p>Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.</p> <p>If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>Except as provided under the Force Majeure clause of the tender, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Liquidated damages/ Default Clause of this tender unless an extension of time is agreed upon pursuant to above clause without the application of Liquidated damages/ Default Clause.</p>
23	<b>Force Majeure:</b>
	<p>(i) Notwithstanding the provisions of this tender relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages 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.</p> <p>(ii) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. 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.</p> <p>(iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>(iv) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.</p>
24	<b>Liquidated damages/ Default Clause:</b>
	<p>Subject to above Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified below of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to the Clause on Termination for Default.</p> <p><i>(i) The penalty shall be @ of 0.5% (Zero point five percent) of contract/purchase order value per week subject to maximum of 5 % ( five percent) of the order value towards late delivery.</i></p> <p><i>(ii) 0.5% (Zero point five percent) of contract/purchase order value per week beyond 30 days of receipt of material at ILS stores towards delay in installation and commissioning.</i></p> <p>Thereafter, ILS holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee/ SD/ Performance Security of the defaulting Supplier which may include the deposit made against other deliveries.</p>
25	<b>Termination for Default</b>
	<p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part</p> <p>(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser on Extension of Time; or</p> <p>(b) If the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in this tender on Fraud or Corruption in competing for or in executing the Contract.</p> <p>In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:</p> <p>(i) The Performance Security is to be forfeited;</p> <p>(ii) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.</p> <p>(iii) However, the supplier shall continue to perform the contract to the extent not terminated.</p>
26	<b>Termination for Insolvency</b>
	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
27	<b>Termination for Convenience</b>
	<p>1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be</p>

	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 an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.
28	<b>Settlement of Disputes</b> The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. . The dispute settlement mechanism/arbitration proceedings shall be concluded as under: (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, ILS and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the purchase order or contract is issued. Notwithstanding any reference to arbitration herein, (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) The Purchaser shall pay the Supplier any monies due the Supplier.
29	<b>Governing Language</b> <b>For overseas suppliers:</b> The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only. <b>For Indian suppliers:</b> The contract shall be written in Hindi/ English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the Hindi/ English language.
30	<b>Taxes and Duties</b> a. For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India. b. For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production. c. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
31	<b>Right to use Defective Goods</b> If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.
32	<b>Site preparation and installation</b> The Purchaser is solely responsible for the construction of the equipment/goods sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment/goods, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.
33	<b>The amount of the Security Deposit /Performance Security shall be 10% (Ten Percent) of the Contract / Purchase Order value up to ILS, Bhubaneswar including all duties, taxes, incidental charges, installation, demonstration/ commission.</b>
34	<b>Inspection, Tests &amp; Progress of Supply:</b> <b>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</b> The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. The Purchaser's right to inspect test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment. (i) After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser if so desires shall be present at the supplier's premises during such inspection and testing. The location where the inspection is required to be

	<p>conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.</p> <p>(ii) The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment/goods is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment/goods is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.</p> <p>(iii) In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment/goods replaced by the Supplier at no extra cost to the Purchaser.</p> <p>(iv) Successful conduct and conclusion of the acceptance test for the installed goods and equipment/goods shall also be the responsibility and at the cost of the Supplier.</p> <p>(v) Manuals and drawings before the goods and equipment/goods are taken over by the Purchaser; the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment/goods built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.</p> <p>(vi) The Manuals and Drawings shall be in the ruling language (English) in such form and numbers as stated in the contract.</p> <p>(vii) Unless and otherwise agreed, the goods equipment/goods shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.</p> <p><b>Progress of Supply</b></p> <p>(a) Supplier shall regularly intimate progress of supply, in writing, to the Purchaser (ILS) as under:</p> <p>(b) Quantity offered for inspection and date;</p> <p>(c) Quantity accepted/rejected by inspecting agency and date;</p> <p>(d) Quantity dispatched/delivered to consignees and date;</p> <p>(e) Quantity where incidental services have been satisfactorily completed with date;</p> <p>(f) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser (ILS) with date;</p> <p>(g) Date of completion of entire Contract including incidental services, if any; and</p> <p>(h) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).</p>
35	<p><b>Shipment advice for imported equipment/good/article if quoted on CIP/ CIF basis :</b></p> <p>Shipment Advice: Successful tenderers, should give pre-alert intimation prior to shipment notifying both the nominated clearing agents as well as the Institute. The shipment details and a set of copy of all shipping documents must be sent to us as well as to our custom clearing agent sufficiently ahead in order to avoid delay in custom clearance, any damage to the Consignment and to avoid penalty charges for not filling of the Bill of entry in time if the order placed on CIP/CIF basis. Supplier should ensure that all shipping documents in original reaches to us prior to the arrival of the consignment at Kolkata airport or seaport /Bhubaneswar Airport in order to clear the consignment from the Customs Authority without paying any demurrage charges. The penalty charges for not filling BOE within 24 hours of the arrival of the consignment, demurrage charges or other related charges, if any due to negligence on the part of the shipper / consignor would be borne by the bidder/ supplier.</p>
36	<p><b>Supplier's Integrity:</b></p> <p>The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>
37	<p><b>Training:</b></p> <p>The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment/goods wherever indicated/necessary. Such training will be provided by the Supplier on-site during installation &amp; commissioning for operating and maintaining the system or as indicated in the Specifications, free of cost. In case any supplier is not willing to impart such training, the bid shall be treated as non-responsive.</p>
38	<p><b>Notices</b></p> <p>Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by, Speed post/ FAX, e-mail or and confirmed in writing to the other party's address specified. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
39	<p><b>Purchaser's address:</b></p> <p>The Director Institute of Life Sciences, Nalco Square Bhubaneswar, - 751 023, Odisha, INDIA, Tel: +91-(0) 674-2301900 , Fax: 2300728 E-mail: <a href="mailto:director@ils.res.in">director@ils.res.in</a></p> <p><u>Copy must be marked to:</u> The Stores &amp; Purchase Officer (SPO) Institute of Life Sciences, Nalco Square Bhubaneswar, - 751 023, Odisha, INDIA, Tel: 0674- 2304339 E-mail: <a href="mailto:spo@ils.res.in">spo@ils.res.in</a> &amp; <a href="mailto:spdilsc@gmail.com">spdilsc@gmail.com</a></p>
40	<p><b>Decision of the Director, ILS binding on the bidder:</b></p> <p>The Director, Institute of Life Sciences reserves the right to accept/reject any/all the tenders in part or in full without assigning any reason thereof. The Director, Institute of Life Sciences, Bhubaneswar is also not bound to accept the</p>

	<p>lowest or any bid under this tender process. ILS reserves the right to reject offers not meeting its Technical requirements and commercial conditions. Orders will be finalized on overall lowest quoted delivered cost. Bids shall be evaluated on the basis of landed cost at site, including all duties, taxes, freight etc. ILS reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. ILS reserves right to accept any or more tenders in part. Decision of ILS in this regard shall be final and binding on the bidder. No disputes could be raised by any tenderer /bidder whose tender has been rejected. ILS shall follow purchase preference / price preference as per its own and as per prevailing guidelines of Government of India.</p>
41	<p><b>Applicable Law:</b></p>
	<p>The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes or litigation shall be subject to Bhubaneswar jurisdiction only.</p>



## PART-V

# MSE Guidelines for EMD/Tender Fees Exemption

### Registration of Micro, Small and Medium Enterprises for two types of Companies:

Manufacturing Entity: - The enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the first schedule to the industries (Development and regulation) Act, 1951). The Manufacturing Enterprise are defined in terms of investment in Plant & Machinery.

Service Entity: -- The enterprises engaged in providing or rendering of services and are defined in terms of investment in equipment/goods.

No.	Type of Enterprise	Manufacturing Enterprises (Investment in Plant and Machinery)	Service Industry (Investment in equipment/goods)
1.	Micro	Does not exceed Rs. 25 Lakh	Does not exceed Rs. 10 Lakh
2.	Small	Exceeds Rs. 25 Lakh but does not exceed Rs. 5 Crore	Exceeds Rs. 10 Lakh but does not exceed Rs. 2 Crore
3.	Medium	Exceeds Rs. 5 Crore but does not exceed Rs. 10 Crore	Exceeds Rs. 2 Crore but does not exceed Rs. 5 Crore

Presently EMD/Tender Fee exemptions and price preference are applicable to only Micro and Small Industries. View above, if you are claiming EMD/Tender Fee exemptions, you should meet above criteria / criteria as revised for Micro and Small Industries.

1. You have to submit your supporting documents issued by competent Govt bodies to become eligible for the above exemption.
2. Also your certificate (NSIC) / MSE shall cover the items tendered to get EMD/Tender fee exemptions.
3. NSIC certificate shall be valid as on due date / extended due date of the tender.
4. In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met thru foreign company, then the EMD Exemption cannot be claimed under the MSME status of Indian arm / subsidiary.
5. UAM number :- Udyog Aadhar memorandum (UAM) number issued by MSMS , Copy of Registration Certificate issued by NSIC, With current validity / MSE / MSEs owned by SC/ST entrepreneurs in respect of those who are seeking exemption for payment of Earnest Money Deposit (Bid Security)/fees.

Thus a Bidder who solely on it's own, fulfills each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/ tender fee .If all these conditions are not fulfilled or supporting documents are not submitted with the Bid, then all those Bids without Tender fees /EMD will be summarily rejected and no queries will be entertained.

**This Tender document is free of cost and no tender fees is applicable. EMD exemption is as rules mentioned herein.**

(The above sealing are as per MSE Guidelines which are changeable according to any latest changes made by MSE/ Govt.)

## PART-VI

### Technical Specification of the Equipment/Goods/ Item(s)/Article(s):

Name of the e-Tender: Supply, Installation & Satisfactory Demonstration/ Commissioning of the Scientific Equipment/Goods / item(s)

**(Online bids for each of the below item(s) should be submitted separately otherwise your bid will be rejected)**

S/N	Item/ Equipment/goods name	Specification
1	UV VISIBLE SPECTROPHOTOMETER	<p>We require an UV Visible Spectrophotometer with the following components and specifications: A spectrophotometer attached with computer system and a Peltier system to use it at different temperature. The detailed specifications of required spectrophotometer are as follows:</p> <ul style="list-style-type: none"> <li>• A UV visible spectrophotometer attached with a computer system for molecular biology and biochemistry research work.</li> <li>• It should have a double beam with single monochromator.</li> <li>• The light source of deuterium and halogen lamp will be appreciable.</li> <li>• The detector should be either silicon photodiode or photomultiplier tube.</li> <li>• The wavelength range should be ranging from 190nm to 900nm or more with spectral bandwidth of 1nm. Photometric linear range should be &gt;3 Abs or better.</li> <li>• Scanning speed should be 10-8000nm/min.</li> <li>• The wavelength accuracy should be <math>\pm 0.2</math>nm or better and photometric accuracy <math>\pm 0.003</math> Abs.</li> <li>• The instrument should be able to do the wavelength scan, time scan, peak picking, peak height, area, arithmetic baseline correction or more.</li> <li>• It should be compatible with an air or water-cooled Peltier system which could be able to give a temperature control ranging from 0°- 110°C.</li> <li>• It should have multiple (6/8) cuvette holder.</li> <li>• Required computer and software to be included.</li> <li>• A pair of quartz cuvettes of 0.5 ml each and 1 ml each should be in accessory equipment.</li> <li>• It should have a warranty period of 2 years from date of installation.</li> </ul>
2	Table Top Cooling Shaker Incubator	<p><b>Shaking Specification</b></p> <ul style="list-style-type: none"> <li>* Shaking Frequency Single unit: 30-400 RPM or better</li> <li>* Shaking Deviation: <math>\pm 1</math>RPM</li> <li>* Shaking Display : Colour LCD</li> <li>* Shaking Change via : HMI(Touch Screen)</li> <li>* Shaking Motion: Orbital</li> <li>* Platform Dimension (W x D): (420 – 450) x (420 – 450) mm</li> <li>* The Platform should able to accommodate standard clamps of sizes from 25 ml upto 2 L</li> </ul> <p>30-36 Nos. of 25 ml or 50 ml or 100 ml (OR) 20-25 Nos. of 250 ml (OR) 12 - 16 Nos. of 500 ml (OR) 8-9 Nos. of 1000 ml (OR) 4 Nos. of 2000 ml flasks.</p> <p><b>Temperature Specification</b></p> <ul style="list-style-type: none"> <li>* Temperature Range :</li> <li>* Temperature Accuracy : +/- 0.5° C in 5°C to 24.9°C</li> <li>+/- 0.1° C in 37°C to 80°C</li> <li>* Permissible Ambient Temperature : 5°C to 40°C</li> <li>* Temperature Display : Colour LCD</li> <li>* Temperature Change via : HMI(Touch Screen)</li> </ul> <p><b>Other Specifications</b></p> <ul style="list-style-type: none"> <li>* Front open door with large viewing window</li> <li>* Material of Construction : Interior SS and Exterior MS Powder coated</li> <li>* Internal Dimensions (W x D x H): (500x 490x 425) mm or similar</li> <li>* External Dimensions (W x D x H): (570 x 702 x 815) mm or similar</li> <li>* Audible &amp; Visual alarm for temperature deviation.</li> <li>* Thermostat cut-off for run away safety</li> <li>* Non Volatile Memory with automatic Power failure restart</li> </ul>
3	FLOOR MODEL ULTRACENTRIFUGE	<p>The ultracentrifuge should have the following control specifications</p> <ol style="list-style-type: none"> <li>1. Maximum RCF (x g) or RPM 800,000g or 100,000 rpm or more</li> <li>2. Speed Control: <math>\pm 2</math> rpm of set speed</li> </ol>

		<ol style="list-style-type: none"> <li>3. Set Temperature: 0 to 40°C in 1°C increments</li> <li>4. Temperature Control: ± 0.5°C of set temperature</li> <li>5. Temperature display: Actual rotor temperature</li> <li>6. Touch-screen display with adjustable positions</li> <li>7. Noise levels 51DbA or less at running condition</li> <li>8. Electrical Requirements: 200–240V, 30 A, 50/60 Hz</li> <li>9. Consumables and centrifuge tubes that support the max configuration (RPM and G force) of the rotors and are reusable.</li> <li>10. Drive Cooling: Air-cooled</li> <li>11. Ability to remove moisture with vacuum</li> <li>12. 5 yr comprehensive warranty</li> <li>13. At least 3 free checkups and routine maintenance of the centrifuge should be done each year during the comprehensive warranty period.</li> <li>14. The instrument should be supplied along with a very high quality voltage stabilizer.</li> <li>15. Ability to restart automatically restarts after a power failure even from Zero rpm.</li> <li>16. Delay start from Zero rpm</li> <li>17. In-built Imbalance tolerant drive to +/- 5 ml or 10% of sample volume</li> <li>18. Factory trained engineers for application support with training facility in the country and application lab in India for efficient after sales support</li> <li>19. All safety precautions for the protection of end-user, the lab as well as the centrifuge should be an in-built feature. All in-built safety aspects of the equipment should be clearly specified in the quotation</li> </ol> <p><b>With the following rotors</b></p> <p><b>Fixed Angle Rotors:</b></p> <ol style="list-style-type: none"> <li>1) Capacity: 8 x 36-38 mL or more with 429,000 x g or 65,000 rpm or more with availability of tubes that sustain the maximum g-force of the specified rotor and some which are reusable and autoclavable</li> <li>2) Capacity: 8 x 12.5-13 mL or more with 690,000 x g or 90,000 rpm or more with availability of tubes that sustain the maximum g-force of the specified rotor and some which are reusable and autoclavable</li> </ol> <p><b>Swinging Bucket Rotor:</b></p> <ol style="list-style-type: none"> <li>1) Capacity: 6x 13.2ml or more with 41000 rpm or 280,000 x g or more with availability of tubes that sustain the maximum g-force of the specified rotor and some which are reusable and autoclavable</li> <li>2) Capacity 6x 36 ml or more with 30,000 rpm or 166,000 xg or more with availability of tubes that sustain the maximum g-force of the specified rotor and some which are reusable and autoclavable</li> </ol>
4	Programmable Crystallization Incubator	<ul style="list-style-type: none"> <li>• Capacity in the range of 225 to 300 Litres</li> <li>• Inside of the incubator made of shock resistant material</li> <li>• Vibration-free operation for protein crystallization plate incubation</li> <li>• Temperature range - covering at least 4 to 40 degree C range</li> <li>• Temperature accuracy ± 0.5°C</li> <li>• High/Low Temperature alarm</li> <li>• 5 shelves (if less than 5, there shall be an option to add shelves &amp; include that in quote)</li> <li>• Air cooled refrigerating system with CFC free refrigerant</li> <li>• Provision for non-heating light in the chamber with external switch</li> </ul>
5	Vibrating Microtome	<ol style="list-style-type: none"> <li>1. Tissue slicer should have ceramic and/or stainless steel blades which can be cleaned and reused over several tissues.</li> <li>2. The system must have semi-automated "Slice Window" mode or fully automated 'Profile Repeat'.</li> <li>3. The system must have minimal z-axis deflection upto sub-µm (&lt; 1µm) and must have z-axis calibration unit.</li> <li>4. The system must have vibration frequency from 50 Hz and above and adjustable amplitude from 0.5 to 2.5 mm.</li> <li>5. Blade oscillation and frequency should be adjustable</li> </ol>
6	Non Invasive Blood Pressure Monitor for Mouse	<ol style="list-style-type: none"> <li>1. 2 Channel NIBP</li> <li>2. Capability to measure all 6 blood pressure parameters; Systolic BP, Diastolic BP, Mean BP, Heart Rate, Blood Flow, and Blood Volume</li> <li>3. Should use a Clinically Validated Volume Pressure Recording (VPR) tail-cuff technology to obtain accurate, consistent and reproducible blood pressure measurements.</li> <li>4. Diastolic Blood Pressure measurement should be actually measured, not an estimated calculation.</li> </ol>

		<ol style="list-style-type: none"> <li>5. Ability to measure both rodent subjects; <u>mice</u> and <u>rats</u>.</li> <li>6. Ability to measure both <u>awake</u> and <u>anesthetized</u> rodents.</li> <li>7. Ability to measure mice as small as 8 grams to rats as large as 950 grams.</li> <li>8. Should automatically measures and displays blood pressure signals and numerical values.</li> <li>9. Database Software should have the ability to maintain a <u>database</u> and <u>export</u> all blood pressure data to standard spreadsheets such as Microsoft EXCEL or ACCESS for further analysis and <u>report generation</u>.</li> <li>10. Data Transfer by USB Port</li> <li>11. The system should be easily cleanable</li> <li>12. On board display of results</li> <li>13. <u>Factory Calibrated</u> and <u>Self-Calibrating</u> – no requirement for yearly calibration maintenance.</li> <li>14. Ability to obtain blood pressure measurements at <u>Room Temperature</u></li> <li>15. Should be supplied with Warming Platform</li> <li>16. Ability to <u>visualize</u> the animal's at all times for <u>safety</u> and <u>stress reduction</u>. Should be supplied with clear acrylic Animal Holders with built-in nose cones.</li> <li>17. Small Mouse Holder/restrainer, upto 25g</li> <li>18. Medium Mouse Holder/restrainer, 25g to 50g</li> <li>19. Mouse Cuff Kit</li> <li>20. There should be an additional option to measure Rat BP with Rat holder and rat cuff kit</li> </ol>
7	Small Animal Anaesthesia System	<p>Small Animal Anaesthesia Machine Useful for Anaesthesia &amp; Euthanasia which Includes:</p> <ol style="list-style-type: none"> <li>1. A Mounting assembly (Rack for vaporizer, 4LPM oxygen flowmeter, 4LPM Carbon dioxide flowmeter, Box of O2 quick flush and gas flow switch, Fixing screws, Gaskets, Wrench and Tubes),</li> <li>2. Isoflurane Vaporizer, Vaporizer Endcaps (one pair).</li> <li>3. Gas Evacuation Apparatus, 110-240V with 1 pc of Gas filter canister</li> <li>4. Gas filter canister, large, 5-6no.</li> <li>5. Anaesthesia Induction Chamber for small rodents supplied with 1 gas filter canister <ol style="list-style-type: none"> <li>i Suitable for mouse/ neonatal rat</li> <li>ii Suitable for rat up to 300g,</li> <li>iii Suitable for rat up to 500g/ guinea pig up to 350g,</li> <li>iv Suitable for Large rat (above 500g)/ Guinea pig (above 350g),</li> </ol> </li> <li>6. Different Size Nose Cone Mask for Mouse,Rat,Guinea pig</li> <li>7. Oxygen Source <ol style="list-style-type: none"> <li>i Oxygen Concentrator 1-3LPM</li> <li>ii AnesthesiaAir Pump, Flow rate 2.5-4.5LPM</li> <li>iii Oxygen cylinder With regulator suitable to fit the instrument</li> </ol> </li> <li>8. Heating blanket with digital temperature controller, suitable for one mouse/ rat</li> <li>9. User Manual</li> <li>10. IQ, OQ Validation documents</li> </ol>

**PART-VII**  
**TECHNICAL PART & REQUIRED DOCUMENTS**  
**BID LETTER FORMAT**

Ref. No.....

dated .....

To,  
 The Director  
 Institute of Life Sciences,  
 Nalco Square, Bhubaneswar- 751 023

**Attn: Stores & Purchase Officer**

**Sub.: Supply, Installation, Commissioning and Satisfactory Demonstration of the scientific equipment/goods/ item(s)(Name of the item) ...../ Sl. No.....of your Global Online Tender Notice No...../ dated .....**

**Dear Sir,**

We, the undersigned agency, having read and examined in detail the specifications and all the bidding documents do propose to supply and deliver the above equipment/ goods in conformity and to provide the Services as specified in this bidding document. Our offices are equipped with adequate facilities for Supply, Installation, Commissioning and Satisfactory Demonstration of the above item/ scientific equipment/goods required by you. All prices mentioned in the PRICE/FINANCIAL BID is in accordance with the terms and condition specified in the bidding document and extant statutes/rules etc. All the prices and other terms and conditions of this proposal are valid up to minimum of 90 days from the closing date of this bid. We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per the terms and conditions mentioned in the above tender.

We enclose herewith the complete Technical Bid and all documents as required by you along with the Price/ Financial Bid. However, our Price/Financial bid may only be opened as per the scheduled date & time mentioned in this tender if our Technical bid is found to be successful.

Your written acceptance / purchase order and your notification of award shall constitute a binding contract between us if our bid is accepted by you both technically & pricewise

Commission and gratuities, if any, paid or to be paid by us to the agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

S/N	Name and address of agent	Amount in Rupees	Purpose of Commission

(If none then indicate "none.")

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

Certified that we are:

A sole proprietor firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

**or**

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

**or**

A company and the person signing the tender is the constituted attorney.

**or**

A consortium of companies with the primary party designated in Annexure and the person signing the tender is the constituted attorney or authorized signatory of the primary party.

I/We the undersigned, hereby acknowledge that I have read, understand and agree to be bound by all the rules ,regulations ,terms and conditions mentioned in the **Global Online Tender Notice No...../ dated .....**of the Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023, Odisha, India. I/We also undertake to follow the final decision taken by the Director, ILS in case of any dispute in future.

Date: **(Full Signature of the authorized person of the Agency)**

Name of the Vendor/Bidder: Name of the Manufacturer/Foreign Principal

Full Address:

Telephone No(s):

Mobile:

Fax No(s):

E-mail:

Website:

Seal of the Firm

Details of Enclosure:

- 1)
- 2)
- 3)
- 4)

**Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.**  
 (No alterations of this/ any format shall be permitted and no substitutions shall be accepted)

**Tender Form Format (Technical Unpriced Bid)**

(Global Online Tender Notice No.: ..... / dated .....

**Sub: Supply, Installation & Satisfactory Demonstration/Commissioning of Scientific Equipment/Goods/Item(s)**

Instrument/ Equipment/Goods/Article Name	
Item sl. No. of the tender	
Name & Address of the applicant	
Tel. No(s) / Fax No(s):	
E-mail	
Year of Establishment	
Legal status of the applicant (attach copies of original document defining the legal status) a) A proprietary firm b) A firm in partnership c) A limited company or Corporation / Joint venture / Consortia /Any other	
Confirm that the Bidder has not been banned OR delisted/ black listed by any Government or Quasi Government agencies or Public Sector Units.	
Confirm that Bidder is not under Liquidation, court Receivership or similar proceedings.	
Name & Address of the Original Equipment/Goods Manufacturer	
Tel. No(s) / Fax No(s):	
E-mail	
Website	
Name & Address of the Authorised Dealer/ Bidder	
Tel. No(s) / Fax No(s):	
E-mail	
Website	
Marketed by (if other than the Dealer/Manufacturer)	
Tel. No(s) / Fax No(s):	
E-mail	
Website	
Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry.[NOTE: Any changes after submission of Tender documents, please update it to ILS, BHUBANESWAR]	
Full Name	
Complete Postal Address:	
Telephone No(s) & Mobile No(s)	
E-mail	
TAN/ PAN No. of the Bidder	
GSTIN No. of the Bidder	
Whether you are a Govt. Agency / NSIC/ Micro, Small and Medium Enterprises (MSME) / Central Public Sector Enterprises (For NSIC & MSME firms, please mention if the product being quoted is actually manufactured by them and the product is registered with these agencies. Enclose valid proofs)	Yes / No (If yes then please mention the category, regd. details, validity etc.)
Whether you are enlisted with GEM for sale of this product(s) / materials	Yes/No (If yes then please mention the category, regd. details, validity etc.)
Make and Model of the main Instrument quoted	
Whether the above Make & Model is available in the GEM (Govt. E-Market Place) or approved by the Director of Export Promotion and Marketing, Orissa/ Director General of Supplies and Disposals (DGS&D), Govt. of India.	Yes / No (If yes then mention details about price, taxes and other details in Price/ Financial bid only)
EMD details	Rs...../-( in words.....)
Issuing Bank & Branch	
D.D. /Banker's Cheque No	
Date	

**Signature with Seal of the Vendor/ Bidder**

## Technical Unpriced Bid Compliance Sheet

Ref. No..... (Put your ref. no. if any)

Date.....

Global Online Tender Notice No..... (item sl. No..... / Name of the item...../ dated .....

The Bidders are required to submit the following Technical Compliance Sheet along with **Manufacturer's Authorization Form, Service Support Details Form, Agency's Experience Form, Undertaking to submit Performance Bank Guarantee, Fall Clause Undertaking, Certificate by the Chartered Account for MSMED firm, Declaration- General, Delisting Declaration, , Financial Status Statement of the Manufacturer/Bidder for the last three financial years, Bank Solvency Certificate, Warranty Compliance Undertaking and Manufacturers (OEM) Undertaking to Provide Spares & Service for at least 5(five) years from the date of supply & Installation as per the format available in the Technical unpriced bid duly filled in their letter head for evaluation of their Technical Bid(s).** Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria. May also be enclosed .In absence of any of the above form, the tender is liable to rejection.

**An unpriced financial bid indicating item(s), cat/part no(s) and quantity quoted by you must be enclosed with the technical bid. Please take precaution not to disclose any price in the technical bid failing which you offer will be cancelled.**

<p>1. <b>Name &amp; Address of Beneficiary/ Manufacturer</b> :</p> <p>(To whom purchase order will be addressed)</p> <p>Tel. No(s):                      Fax No(s):                      E-mail:                      Website:</p> <p>2. <b>Payment Conditions for item quoted in foreign currency:-</b> Agree for ..... [a / b]</p> <p>a) Immediately (approx. within 30 working days) after delivery &amp; successful installation of the Equipment/goods at ILS, Bhubaneswar.</p> <p>b) By Irrevocable letter of credit <b>on receipt &amp; acceptance of the goods at ILS</b> as per the following terms. (Without confirmation. Confirmed if charges will be borne by you. Please mention the confirmation charges in the Price/Financial bid only.</p> <p>(Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made within 30 working days after receipt of the articles in good condition, successful installation, demonstration / commissioning by way of Foreign Demand Draft (FDD) or Wire Transfer or on Sight Draft basis. Alternatively, 100% of the Order value/ Contract price will be opened by way of Irrevocable Letter of Credit in a bank in its country on submission of SD/Performance Security as specified in the purchase order contract with all bank charges abroad shall be to the account of the beneficiary. 90% ( Ninety percent) of the L/C value will be released against receipt of the item(s)/ equipment/goods in good condition at ILS, Bhubaneswar (upon receipt and unpacking of the goods by the Indian agent of the supplier and acceptance by ILS) and the balance 10% ( Ten percent) value will be released after successful installation , demonstration / commissioning acceptable to ILS, Bhubaneswar within 30 working days upon submission of claim supported by the acceptance certificate issued by the Purchaser . The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.)</p> <p><b>Other than the cost of the equipment/goods, priority for selection will be given to the Firms in order of above preference a / b (approx. price preference up to 1 % will be given to those firms opted the payment condition mentioned at 'a' in comparison with 'b' subject to a minimum of Rs. 15,000/- and a maximum of Rs. 50,000/-)</b></p> <p><b>Alternatively, the supplier may choose to take payment after delivery, installation, demonstration and commissioning including providing of Training, if offered by bidder.</b></p> <p><b>The bidders who are not agreeing to above payment terms are requested not to submit their tender otherwise their EMD will be forfeited.</b></p> <p><b>Payment Conditions for item(s) in INR:</b>100 % (Hundred percent) of the Contract Price shall be paid on receipt of the Goods on acceptance, satisfactory installation &amp; commissioning within thirty (30) working days.</p> <p>(Our rules do not permit any advance payment either direct or through a bank. 100 % ( Hundred percent) of the Contract Price shall be paid on receipt of the Goods on acceptance, satisfactory installation &amp; commissioning within thirty (30) working days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any. No other payment condition will be considered than this)</p> <p><b>Preference up to 1% will be given to those bids quoted in Indian rupees instead of foreign currency.</b></p> <p>3. <b>Validity of the Tender</b> :..... (minimum for a period of 90 days from the date of bid closing)</p> <p>4. <b>Delivery Period</b> : ..... Days / Months (at best 3 months from the purchase order/contract date)</p> <p>5. <b>Installation/Demonstration and training</b> : Free of Cost/ at extra charge (If at extra price , then mention the amount in Price/Financial bid only)</p> <p>6. <b>Items required for Installation</b> : ..... (to be arranged by ILS / You? Please mention)</p> <p>Electrical items:</p> <p>a)</p> <p>b)</p> <p>Any other items:</p> <p>(in case the price bid of more than one firms happens to be equal, priority will be given to the firm which will arrange the above at its own cost)</p> <p>7. <b>Minimum space required for Installation:</b></p>
--

**8. (A) Guarantee/ Warrantee:** ..... year(s)

(Minimum 1 year guarantee/ warrantee should be given from the date of successful installation at ILS, Bhubaneswar unless otherwise categorically mentioned in the specification. The stipulation in technical specification will succeed the above period)

**Mandatory: Free up-gradation of software (all update & upgrades) up to 5 years from the date of satisfactory installation if supplied with the equipment/goods/ article: Accepted**

**(B) Free Annual Maintenance Service/Contract (AMS/AMC):**

- i) -----( in word.....) year(s) after the expiry of the guarantee/warranty, inclusive of spare parts and service.
- ii) -----( in word.....) year(s) only on service after the expiry of the guarantee/warranty.
- iii) NIL

Preference in selection other than cost of the equipment/goods (to be assessed by ILS) will be given to the firm which will provide Guarantee / Warranty and free AMS for more no. of years.)

**(C ) COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD ONLY**

sl.	Quantity (Nos.)	Cost for 1 <sup>st</sup> year	Cost for 2 <sup>nd</sup> year	Cost for 3 <sup>rd</sup> year	Cost for 4 <sup>th</sup> year	Total cost for 4 years after standard warranty of ---- year(s).
<b>Please offer your price in the Price/Financial bid only. If you have not offered the same then your bid is liable for rejection.</b>						

- I. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/ operational manual and labor, after satisfactory completion of warranty period may be quoted for next 1 (or as specified) years on yearly basis for complete equipment/goods.
- II. The cost of CMC may be quoted along with taxes applicable on the date of Tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- III. Cost of CMC may be added for ranking/evaluation purpose.
- IV. The stipulation in technical specification will supersede above provision.
- V. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

**9. Penalty Clause of ILS (Mandatory): AGREED & ACCEPTED**

On breakdown of the equipment/goods during warranty or CMC, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakh) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee/CMC period should be done within 21 days from the date of report of the Service Engineer for repair of the equipment/goods in case of need of spare parts. Otherwise, the above penalty charges will again be imposed from the 21<sup>st</sup> day from the date of first report of the Service Engineer till rectification of the Equipment/goods. The Manufacturer/Supplier is bound to extend the warrantee/guarantee/CMC of the equipment/goods equivalent to the number of days for which the equipment/goods remains idle due to the break down. However, ILS shall claim no extension of warrantee/guarantee for the equipment/goods lying idle due to break down for a total number of 24 days per year in the warranty/guarantee/CMC period.

**10. Fall Clause of ILS(Mandatory):AGREED & ACCEPTED**

If, at any time, during the tender/ contract/ supply period, the supplier reduce the said prices of such Stores/Equipment/goods or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, ILS and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

**N.B: The bidder shall take special care NOT TO MIX UP the price of the stores in this part of the tender.**

S/N	Tender Specifications/ facilities wanted by ILS	Bidder's Specifications/Offer	Catalogue Page No/Bid Page No. on which compliance information is given & which is attached in the bid submitted. (Enclose technical literature in support of your claim).	Compliance (YES/NO)	Any remark or feedback by the bidder about deviation

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications must be provided. If any deviation is proposed by the Bidder, the same must be clearly indicated and enclosed as deviation as per given format. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications should also give the page number(s) of the technical literature where the relevant specification is mentioned. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points of specification, failing this will result in rejection of bid.

The indenting scientist or the technical committee can ask for demo in ILS (if required at the time of technical evaluation). If bid participating firm fails to arrange for demo, it will result in rejection of the bid on the ground of failure to arrange for demo. In case of demo is to be arranged at different place other than ILS, all the incidental expenses of this arrangement has to borne by the bid



participating firm. No Queries will be entertained for waive off for demo as it is in utmost interest of the organization to make correct procurement as per end user requirement and use public fund in correct manner with avoid of risk of purchase of substandard material. As specification is essence of this purchase no comprise will be made in ascertaining the right quality of product as per requirement for ILS. Sometimes, some of the technical facilities are not clearly mentioned in the technical brochures/literatures supplied by the firms in support of the above specifications. In that case, the vendors are requested to give an undertaking (preferably through the principal/manufacturer of the item if the vendor is an agent / sub-agent) that those technical facilities are available in the model quoted by them. In case of false undertaking, the vendor will be black listed and the EMD/Security Deposit will be forfeited.

#### **QUALIFICATION & REQUIREMENTS**

- a) The Bidder should be a manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment/goods(s) similar to the type specified in the "Technical Specification". Such equipment/goods must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.
- b) Manufacturer's name, makes, model, catalogue/part no. /code no. etc. should be clearly mentioned. If imported, then the name, full address, phone, fax, website and e-mail of the Beneficiary/Manufacturer and authorized Indian agent (if you are a sub-agent) should be mentioned. The Items being quoted should be of Original Manufacturer and no non-standard/ sub-standard item should be quoted. All detailed specifications and make of the items to be quoted should be clearly mentioned and attach with the offer. In case of proprietary or patented item, necessary certificates in support of the same should be attached.
- c) The Indian Agents of foreign manufacturers / suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&D.
- d) Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
- e) That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract.
- f) That the Bidder will assume total responsibility for the fault-free operation of equipment/goods, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for one year after end of warranty period if required.
- g) Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
- h) Other things being equal, preference shall be given to firms who or his principal have supplied and installed similar system at any DBT /DST/CSIR/ ICAR/ ICMR/DAE/ DRDO/ /other Govt. or autonomous research Labs in India.
- i) Space, electrical load etc. needed for the instrument/equipment/goods/article may also be indicated along with the Technical unpriced bid.
- j) To make the equipment/goods operational, does it need any additional and essential accessories? If so, then please submit the list of accessories to be given by including the cost of those essential accessories only in the main unit.

***Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.***

The following documents in original (Self-attested with rubber seal, in case of Xerox copies) should also be enclosed along with the Technical bid. In case of Xerox copy, original documents for the following should be produced whenever required; otherwise tender submitted will be rejected at any moment.

1. Technical literatures, brochures etc. supporting the above specifications or facilities. The Bidders/Vendors are requested to highlight/underline the specifications in the Technical Brochure as per the specification wanted by ILS.
2. Authorization Certificate of the concerned company (OEM) in your favour (or in favour of your firm through your principal dealer if you are a sub-agent) to sale /service/giving Annual Maintenance Service for the above item(s) should be enclosed along with the tender; otherwise the same will be rejected. If you are a sub-agent of a principal dealer of the main company, then a letter from the principal dealer for giving direct service/AMC to this Institute by them should be enclosed otherwise your offer will be rejected.
3. Document supporting both past and present status of both the Manufacturer and Supplier.
4. Valid up-to-date GST, ITCC, STCC & PAN Card. Sales tax/ Service tax/ VAT returns/ ITR for last 3 years.
5. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
6. Valid proofs of any orders (**without price / please erase the prices mentioned in the order**) received from various Govt. /Semi-Govt. /P.S.U. etc. for supply and installation of the same make and model of scientific equipment/goods. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender. Other than the rates quoted by the firms, priority of selection will be given on basis of these credential certificates.
7. Service facility beyond guarantee/warranty period i.e. after sales service condition/Annual Maintenance Contract may be indicated clearly including the cost of such service and name of the firm, their financial position and past performance who will give the same service. Whether any training is needed or is it included in package deal, including technical and scientific literature, please indicate. Any difference or variation in the brand name or specification from our specification should be clearly mentioned. Brochure/ Technical literature containing the detailed specification of the models quoted should be enclosed. Give detail specification of all parts and accessories to be supplied.

8. To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
9. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
  - (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid ; and
  - (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

**PRE-REQUISITES, IF ANY, FOR INSTALLATION OF THIS EQUIPMENT/GOODS SHOULD BE CLEARLY INDICIATED IN THE TECHNICAL BID, FAILING WHICH IT WILL BE PRESUMED THAT NO SUCH PRE-REQUISTES ARE REQUIRED AND IT WILL BE THE COMPLETE RESPONSIBILITY OF THE VENDOR TO MAKE THE EQUIPMENT/GOODS FUNCTIONAL WITHIN THE QUOTE PRICE.**

For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment/goods, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

I, the undersigned, hereby acknowledge that I have read, understand and agree to be bound by all the terms and conditions mentioned in the **Global Online Tender Notice No.:** ...../ **dated** .....of the Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023, Odisha, India

I/We do hereby undertake that all the above information's provided by me/us are true. The specifications of the above equipment/goods(s)/item(s) are equal or superior as per your tender / as per our technical bids submitted with you. If any cheating or forgery is found at any moment, the Director, Institute of Life Sciences holds the right to forfeit my/our EMD or Security deposit and is empowered to take legal action as deem fit against me/us.

**Place :**

**Date :**

***Signature with Seal of the Vendor/Bidder***

**MANUFACTURERS' AUTHORIZATION FORM**

**Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. In case of foreign manufacturer, scan copy can be accepted if supported by copy of the original valid normal authorization to local distributor and is submitted along with above format.**

No. \_\_\_\_\_

Dated \_\_\_\_\_

To,  
THE DIRECTOR  
INSTITUTE OF LIFE SCIENCES  
Nalco Square, Bhubaneswar – 751 023.

**Dear Sir:**

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s \_\_\_\_\_ (*Name and address with contact details like Tel. No(s)/ Fax/ E-mail etc. of Agent/Sub-Agent*) to submit a bid, negotiate and receive the order from you against your **Global Online Tender Notice No..... (item sl. No..... / Name of the item...../ dated .....**)

No company or firm or individual other than M/s \_\_\_\_\_ is/are authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per the condition of the **above tender/PO** (issued if any) for the goods and services offered by the above firm(s).  
Thank you.

Yours faithfully,

**Authorized Signatory**  
(Having the power of Attorney on  
behalf of the Manufacturer)

**SERVICE SUPPORT DETAILS FORM**

*(To be submitted in Manufacturer's/Bidder's Letter Head)*

(Global Online Tender Notice No..... (item sl. No..... / Name of the item.....//  
dated .....

<b>Sl. No.</b>	<b>Nature of training imparted</b>	<b>List of similar type equipment/goods serviced in the past 3 years</b>	<b>Local Address, Telephone Nos. Fax No(s). and e-mail address of the firm located at Bhubaneswar or its adjoining areas</b>	<b>Value of minimum stock of consumable/spares held at all times.</b>

Signature and Seal of the Manufacturer/Bidder.....

Place:

Date:

**Agency's Experience Form**

***(To be submitted in Manufacturer's/Bidder's Letter Head)***

**(Global Online Tender Notice No..... (item sl. No..... / Name of the item...../  
dated .....**)

Clients Details where such items/facilities have been supplied/ installed/ commissioned have been undertaken

Name & Address of Client (s) :

Type of Client :

Address:

Tel. No(s):

Fax No(s):

E-mail:

Details of Items supplied/installed:

Quantity:

(Documentary evidence in respect of each client to be enclosed without price)

***Signature with Seal of the Manufacturer/ Bidder***

Place:

Date:

**UNDERTAKING TO SUBMIT PERFORMANCE BANK GUARRNATEE**

*(To be submitted in Manufacturer's/Bidder's Letter Head)*

**(Global Online Tender Notice No..... (item sl. No..... / Name of the item...../  
dated .....**)

To  
THE DIRECTOR  
INSTITUTE OF LIFE SCEINCES  
Nalco Square, Bhubaneswar – 751 023.

Date:

Sub:- Assurance for submission of PBG towards Security Deposit/ Performance Security

Dear Sir,

We the Firm are participating in your above tender. If our bid is accepted against this subject tender notice, we commit to provide a performance security for due performance of the contract as per ILS policy/format .The same will be valid for 60 days more than the whole contract period including Guarantee/ Warranty/CMC/AMC obligation.

Thank you.

*Signature with Seal of the Vender/ Bidder*

Place:

Date:

**FALL CLAUSE UNDERTAKING**

*(To be submitted in Manufacturer's/Bidder's Letter Head)*

**(Global Online Tender Notice No..... (item sl. No..... / Name of the item...../  
dated .....)**

This is to certify that we have offered the maximum possible discounted price to your institute for the Item(s) required as per this Tender notice vide our Quotation No. \_\_\_\_\_ date \_\_\_\_\_ for total Currency / as per quotation submitted .It is also certify that the prices charged for the stores supplied under this tender are the minimum at which the party sells the item(s) of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract till validity of our offer or execution of the purchase order contract whichever is later, failing which the "FALL CLAUSE" will be applicable. In case, if the price charged by our firm is more, ILS, Bhubaneswar will have the right to recover the excess charged amount from us from the subsequent/unpaid bill.

**Place :**

**Date :**

*Signature with Seal of the Manufacturer/Bidder*

**Certificate by Chartered Accountant for the firms registered under MSMED Act**

This is to certify that M/s....., (here in after referred to as a company) having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II))..... Dated ....., category..... (Micro/small). (Copy enclosed).

Further verified from the books of Accounts that the investment of the company as on date ..... as per MSMED Act 2006 is as follows:

1. For manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the terms specified by the Ministry of small scale Industries vide its notification no. 5.0.1722 (E) dated October 5, 2006.): Rs. .... Lacs
2. For service Enterprises: Investment in equipment/goods (Original cost excluding land and building and furniture, fitting and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006):Rs. .... Lacs

The above investment of Rs. .... Lacs is within permissible limit of Rs. .... Lacs for ..... Micro/ small (strike off which is not applicable)

Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership Number:

Seal of Chartered Accountant

**Signature with Seal of the Vendor/Bidder**



**DECLARATION-GENERAL**

*(To be submitted in Manufacturer's/Bidder's Letter Head)*

**(Global Online Tender Notice No..... (item sl. No..... / Name of the item...../  
dated .....)**

To  
THE DIRECTOR  
INSTITUTE OF LIFE SCIENCES  
Nalco Square, Bhubaneswar – 751 023.

Date:

**Dear Sir,**

I/WE HEREBY DECLARE THAT WE HAVE READ & UNDERSTOOD ALL THE GENERAL TERMS & CONDITIONS, TECHNICAL SPECIFICATIONS ETC. MENTIONED IN THE ABOVE TENDER AND THE SAME IS ACCEPTABLE TO US AND WE WILL ABIDE BY THE SAME.

I/We also declare that:

- (a) The documents submitted by me/us is/are genuine and undisputable and in the event of its coming to notice at later date that the documents are not genuine, I/we shall be liable for criminal action and such compensation payable to ILS as may be decided by the Institute.
- (b) I/We will not withdraw my/our tender after opening of Technical Bid and if done so; my/our EMD may be forfeited.
- (c) I/We have not been blacklisted by any of the Government Department/ Government Institutions etc. during last three years.
- (d) There is no complaint against me/us such as “delayed supply, non-supply, non-submission of performance bank guarantee and refusal of supply etc. and for which ‘no punishment of any type’ has been given/awarded by any of the Govt. Departments/Govt. Institutions etc.

Thank you.

***Signature with Seal of the Manufacturer/ Bidder***

Place:

Date:

**DELISTING DECLARATION**  
(To be submitted in Manufacturer's/Bidder's Letter Head)

(Global Online Tender Notice No..... (item sl. No..... / Name of the item...../  
**dated .....**)

To  
THE DIRECTOR  
INSTITUTE OF LIFE SCEINCES  
Nalco Square, Bhubaneswar – 751 023.

Date:

**Dear Sir,**

We M/s \_\_\_\_\_ hereby declare/clarify that we have not been banned by any Government or quasi Government agencies or Public Sector Undertakings.

NOTE: If you are banned by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details.

Thank you.

Place:  
Date:

*Signature with Seal of the Manufacturer/ Bidder*

**FINANCIAL STATUS STATEMENT OF THE MANUFACTURER/BIDDER FOR LAST THREE YEARS**  
(Global Online Tender Notice No..... (item sl. No..... / Name of the  
item...../ dated .....

The details to be furnished must be supported by figures in balance sheet/profit and loss account and relevant authorized documents.

Or

The said data on the letterhead of your Chartered accountant can also be accepted in lieu of supporting documents.

Sl No..	Financial / Accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in Indian Rupees)
1	2015-16			
2	2016-17			
3	2017-18			
AVERAGE TURNOVER OF LAST THREE YEARS EXCLUDING CURRENT YEAR DATA =				

Place:  
Date:

*Signature with Seal of the Manufacturer/ Bidder*

## **BANK SOLVENCY CERTIFICATE**

(Banker's certificate should be on letter head of the Bank and should not be more than one year old from the date of publication of tender)

To Date:

THE DIRECTOR  
INSTITUTE OF LIFE SCIENCES  
Nalco Square, Bhubaneswar – 751 023.

### **Sub.: Bank Solvency Certificate**

We the (Bank Name) do hereby certify that (Name of Firm) having their Registered office at (Registered Office Address) is solvent to the extent of Rs.-----/-(Rupees in words-----) as disclosed by the information and records which are available with the aforesaid bank.

It is further notified that this certificate is being issued at the request of (Name of Firm) without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

Sign & Stamp of Bank Manager

Place:  
Date:

**Warranty Compliance Undertaking**  
(To be submitted in Manufacturer's/Bidder's Letter Head)

(Global Online Tender Notice No..... (item sl. No..... / Name of the item...../  
dated .....

To  
THE DIRECTOR  
INSTITUTE OF LIFE SCEINCES  
Nalco Square, Bhubaneswar – 751 023.

Date:

**Dear Sir,**

**Subject:** Supply & installation of the equipment/goods/ Item – Quantity: \_\_\_\_\_no(s) vide your above tender notice if we get the contract order from you.

This bears reference to our quote no. \_\_\_\_\_ dated \_\_\_\_\_

- 1) We warrant that everything to be supplied by us shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established standards for materials specification, drawings or samples if any, and shall operate properly. We shall be fully responsible for its efficient operation.
- 2) Alternative equipment/goods shall be provided free of cost to the Institute within two weeks in case of major defects arising in the existing equipment/goods/machine in the comprehensive warranty period of \_\_\_ year(s), Extended Warranty period of \_\_\_\_\_year(s) and CMC period of \_\_\_\_\_year(s) from the date of installation of the equipment/goods.
- 3) We also accept free up-gradation of software (all update & upgrades) up to 5 years from the date of satisfactory installation if supplied with the equipment/goods/ article.

Yours faithfully

***Signature with Seal of the Manufacturer/ Bidder***

Place:

Date:

**Manufacturers (OEM) Undertaking to Provide Spares & Service for at least 5(five) years from the date of supply & Installation**

*(To be submitted in Manufacturer's letter head)*

Letter Ref. No.: ...../Date:

To  
The Director,  
Institute of Life Sciences,  
Nalco Square, Bhubaneswar-751 023, India.

Sub: Sale of (.....)

Put name of the equipment/goods with model no(s).

which is/ are manufactured by us through our authorized sales & service agent in India

M/s.....

Tel.: ..... Fax No.: ..... e-mail:

..... to your organization vide your **Global Online Tender Notice**

**No..... item sl. No..... / Name of the item...../ dated .....**

quoted vide Proforma Invoice /Quotation No(s) ...../ dated by our above agent.

**Undertaking:** Being the Original Equipment/goods Manufacturer (OEM) of the above product , the company hereby agrees to provide spares & after sales service as & when required through the above authorized agent for at least 5(five) years from the date of successful installation of the above equipment/goods at ILS. We hereby confirm and accept not to withdraw the authorization or dealership for the sales & service of the above equipment/goods up to at least 5(five) years from the date of the successful installation at your organization. In case, it happens for the reason whatsoever the company also agrees to take the responsibility for providing the service with spares itself or through its other dealer or agent in India at the same terms & conditions and price submitted by our above current agent or dealer. In case of defaulting, we will be penalized under the Laws of Union of India.

**Authorized Signatory**

(Having the power of Attorney on  
behalf of the Manufacturer)

Name:

Designation:

Name of the Company/ Firm:

Complete Postal Address:

Telephone no(s):

Fax:

E-mail:

Website:

**EMD / BID SECURITY FORM**

To  
The Institute of Life Sciences  
Nalco Square,  
Bhubaneswar – 751 023.

Date:

Whereas ..... (hereinafter called “the Bidder”) has submitted its bid dated..... (Date of submission of bid) for the supply of..... (Name and/or description of the goods) (hereinafter called “the Bid”) vide **Global Online Tender Notice No.: .....item sl. No..... / Name of the item...../dated .....** of Institute of Life Sciences, Nalco Square, Bhubaneswar – 751 023.

KNOW ALL PEOPLE by these presents that WE ..... (Name of bank) of..... (Name of country), having our registered office at ..... (Address of bank) (Hereinafter called “the Bank”), are bound unto Institute of Life Sciences, Bhubaneswar (Name of Purchaser) (Hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_.

**THE CONDITIONS of this obligation are:**

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to execute the Contract/ Order Form if required; or
  - (b) Fails or refuses to furnish the performance security deposit, in accordance with the Purchase Order of Institute of Life Sciences, Bhubaneswar.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date. ....

**Name of Bidder**

(Signature of the authorized officer of the Bank)  
Name, designation and bank code of the Officer:  
Seal, name & address of the Bank and address of the Branch.  
Date.....  
Address:.....  
.....

***(Letter to be submitted by the Vendor/Bidder in their letterhead along with a cancelled cheque for INR payment)***

To  
The Institute of Life Sciences,  
Nalco Square, Bhubaneswar- 751 023, India

Date:

Dear Sir/Madam,

We acknowledge your letter offering to make payments for supplies / services provided to Institute of Life Sciences, Bhubaneswar as per the Terms of the respective Purchase order or Work Order to our Bank Account directly through RTGS/NEFT.

We agree and accept that all payments that are payable as per the terms of the Purchase order or work order placed and that may be placed on us in future, be credited to our Bank Account, details of which are given below:

Name & Address of our Bankers	
Our Bank Branch Name & Code	
Our Bank Branch Location/Tel No/ E-mail;	
Our Bank MICR Code	
Our Bank RTGS IFSC Code	
Our Bank NEFT IFSC Code	
Type of Account (Saving Bank, Current Account or Cash Credit Account)	
Our Bank Account Number (as appearing on the cheque book please ensure to mention the complete account No. as allotted by the bank)	

We hereby declare that the particulars given above are correct and complete. If for any reason the payments are delayed or not effected, we shall not hold Institute of Life Sciences or the banks responsible for such delays. We here by authorize Institute of Life Sciences, Bhubaneswar to make all payments to us by credit to the above bank account.

Email Id:

Name, Address & Contact No.:

Name of the contact person of the firm:

Thanking you

Yours Sincerely  
For (Vendor name)

Authorised Signatory.

-----  
Bank Certificate

We confirm that the details given are correct as per our records.

Date:  
Place:

\_\_\_\_\_  
Signature & Stamp of Authorized bank Official



**PART-VIII****PRICE /FINANCIAL PART**

Tender Form Format (Price/ Financial Bid)

(Global Online Tender Notice No.: ...../ dated .....)

Sub: Supply, Installation &amp; Satisfactory Demonstration/Commissioning of Scientific Equipment/Goods/Item(s)

Instrument/ Equipment/Goods/Article Name	
Item sl. No. of the tender	
Name & Address of the applicant	
Tel. No(s) / Fax No(s):	
E-mail	
Year of Establishment	
Legal status of the applicant (attach copies of original document defining the legal status) a) A proprietary firm b) A firm in partnership c) A limited company or Corporation / Joint venture / Consortia /Any other	
Confirm that the Bidder has not been banned OR delisted/ black listed by any Government or Quasi Government agencies or Public Sector Units.	
Confirm that Bidder is not under Liquidation, court Receivership or similar proceedings.	
Name & Address of the Original Equipment/Goods Manufacturer	
Tel. No(s) / Fax No(s):	
E-mail	
Website	
Name & Address of the Authorised Dealer/ Bidder	
Tel. No(s) / Fax No(s):	
E-mail	
Website	
Marketed by (if other than the Dealer/Manufacturer)	
Tel. No(s) / Fax No(s):	
E-mail	
Website	
Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry.[NOTE: Any changes after submission of Tender documents, please update it to ILS, BHUBANESWAR]	
Full Name	
Complete Postal Address:	
Telephone No(s) & Mobile No(s)	
E-mail	
TAN/ PAN No. of the Bidder	
GSTIN No. of the Bidder	
Whether you are a Govt. Agency / NSIC/ Micro, Small and Medium Enterprises (MSME) / Central Public Sector Enterprises (For NSIC & MSME firms, please mention if the product being quoted is actually manufactured by them and the product is registered with these agencies. Enclose valid proofs)	Yes / No (If yes then please mention the category, regd. details, validity etc.)
Whether you are enlisted with GEM for sale of this product(s) / materials	Yes/No (If yes then please mention the category, regd. details, validity etc.)
Make and Model of the main Instrument quoted	
Please mention details about price, taxes etc. if the above Make & Model is available in the GEM ( Govt. E-Market Place) or approved by the Director of Export Promotion and Marketing, Orissa/ Director General of Supplies and Disposals (DGS&D) ,Govt. of India	
EMD details	Rs...../-( in words.....)
Issuing Bank & Branch	
D.D. /Banker's Cheque No	
Date	

**Signature with Seal of the Vendor/ Bidder**

**PRICE BID FORMAT FOR IMPORTED GOODS TO BE SUPPLIED IN FOREIGN CURRENCY**

(Global Online Tender Notice No.: ..... / item sl. No. .... / Name of the item..... / dated.....

**PRICE TABLE (Imported Items) –Ref. /Quotation No....., Date:.....**

Sl.	Cat. No/Code/ Part No.	Name of the Item (in brief)	Qty.	Price (each) in .....currency <sup>+</sup>	Total Price in .....currency <sup>+</sup>
<b>Accessories of the System (if any asked in the tender specification):</b>					
<b>Essential Accessories for function of the system (if any) :</b>					
<b>Items to be supplied free of cost (if any) *</b>					
Total Ex-works (F.O.B/FCA** - ) :					
Less Agency Commission @ ..... % to be payable to the above Indian Agent in equivalent in Indian Currency (if any) :					
Packing, Handling, Forwarding etc. (if any) :					
Net F.O.B/ FCA Charges :					
Sea/ Air/ ..... Freight charges :					
Insurance <sup>++</sup> Charges :					
<b>Total C.I.P Charges: Kolkata with insurance up to ILS, Bhubaneswar :</b>					
Custom Duty amount as % of Net CIP (amount with CDEC as applicable) :					
Custom Clearance & Handling charges :					
Loading/ Unloading, inland transportation, insurance & incidental costs till consignee's site:					
Installation ,commissioning, supervision., demonstration & training at the consignee's site :					
<b>Total price on DDP basis at consignee's site in foreign currency:</b>					
<b>Total price on DDP basis at consignee's site ( i.e, at ILS, Bhubaneswar) in INR:</b>					
<b>For comparison with the price bid quoted in INR You can also opt to quote in DDP basis in this format so that a clear and fair comparison with indigenous quote/ quote in INR can be made.</b>		Total Ex-works (F.O.B/FCA** - ) :			
		Less Agency Commission @ ..... % to be payable to the above Indian Agent in equivalent in Indian Currency (if any) :			
		Packing, Handling, Forwarding etc. (if any) :			
		Net F.O.B/ FCA Charges :			
		Sea/ Air/ ..... Freight charges :			

If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

The bidder will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract, if decided.

1. The bidder break up of price under various columns is for comparison of price up to delivery of goods at consignee's site for tender evaluation.

2. The quoted price should be supported with original proforma invoice. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.

3. All the components of the DDP price will be paid by the bidder. The purchaser will make the payment of DDP price after receipt of goods at consignee's site i.e at ILS, Bhubaneswar in good condition as per payment terms in the contract. **The purchaser can place the order on CIP or DDP basis as per his choice.**

4. The price quoted in foreign currency in column shall be converted in Rupees at the selling rate of exchange applicable on the closing (last date of tender receipt) date of tender. The customs duty amount so worked out as percentage of net CIP value in rupees will be taken for evaluation and comparison of tenders.

**It may please be noted that this Institute is exempted for paying of Customs Duty (as per custom rule, only concessional custom duty will be charged) by DSIR, Govt. of India vide notification No.51/96 dated 23.07.1996**

<b>Optional Accessories (in order of priority)</b>					
S/N	Cat. No/Code/ Part No.	Name of the Item (in brief)	Qty.	Price (each) in .....currency <sup>+</sup>	Total Price in .....currency <sup>+</sup>
1.					
2.					

**Imp. Notes: The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively if not quoted by the bidder on DDP basis with all charges up to ILS, Bhubaneswar separately as per the price/financial bid format. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under (if not shown by the bidder in the price /financial bid format as a part of their responsibility) :**

a) Towards Concessional customs duty charges.

b) AAI AAD, DO charges and other levies: **Rs. 12,000/-** extra for Air Shipments & DO charges, CFS, Deconsolidation, Endorsement, Terminal handling and other levies **Rs. 35,000/-** extra for Ocean shipments ( Or as per the amount quoted by you in the next page at sl. 15a & 15b of Order Placement Details)

c) Towards custom clearance, inland transportation etc. – ( CIP/CIF via air) @2 % of the CIF/CIP value up to INR 30.00lakh, @1.5 % of the CIP/CIF value up to INR 50.00 lakh, @1.25 % of the CIP/CIF value up to INR 75.00 lakh, @1% of the CIP/CIF value up to INR 130.00 lakh , @0.75% of the CIP/CIF value up to INR 200.00 lakh & @0.65% of the CIP/CIF value more than INR 200.00 lakh subject to a minimum of Rs. 15,000/-

d) Towards custom clearance, inland transportation etc. – ( CIP/CIF via Sea) @2.5% of the CIF/CIP value up to INR 30.00lakh, @2 % of the CIP/CIF value up to INR 50.00 lakh, @1.5 % of the CIP/CIF value up to INR 75.00 lakh, @1.25% of the CIP/CIF value up to INR 130.00 lakh , @0.80% of the CIP/CIF value up to INR 200.00 lakh & @0.70% of the CIP/CIF value more than INR 200.00 lakh subject to a minimum of Rs. 25,000/-

**Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.**

**Preference up to 1 % will be given to those bids quoted in Indian rupees instead of foreign currency.**

**Alternatively, the supplier may choose to quote in DDP basis with concessional Customs duty up to ILS, Bhubaneswar including Installation commissioning in INR to avoid not becoming the L1 bidder.**

(Strike out whichever is not necessary)

*Signature with Seal of the Vendor/Bidder*

Valid price proof (authenticated price list of the main company) against each item including the above main item(s) should be enclosed along with the price bid, if you are a dealer / sub-dealer of the main company. Same discount is also to be given on the optional item(s) as offered in the main Equipment/goods. Please don't write as discounted prices.

**N.B.:** Packing, Handling, freight and insurance charges etc. will be negotiated for the Optional Accessories to be purchased, if required at the time of order.

(\*\*Put Country/ Place Name , + Put Currency name , ++ Insurance charges must be calculated up to ILS, Bhubaneswar, otherwise, your offer will not be entertained, \* No price benefit will be given for those items supplied free of cost ,but preference will be given at the time of selection, if the prices of two firms are equal.)

For the purpose of reimbursement of Service tax, vendor should give tax invoice with registration number etc.

**TAX DETAILS FOR INFORMATION PURPOSE ONLY AND NOT FOR EVALUATION**

Bidder required to furnish the details of Tax , in the following table.

Sr.No	Description	Applicable Tax %
	GST /SERVICE TAX/WCT	
	OTHERS (Specify), if any	

Irrespective of taxes/duties quoted, you will be fully responsible for the payment of any and all taxes, duties, rates, cess, levies and statutory payments payable under all or any of the statutes etc.

**Order Placement Details:**

1	Name & Address of Beneficiary/ Manufacturer (To whom purchase order will be addressed)	
2	Tel. No(s) / Fax No(s)	
3	E-mail & Website	
4	Name & Address of the Banker	
5	Tel. No(s) / Fax No(s)	
6	E-mail & Website	
7	SWIFT CODE:	
8	Account Name/No	
9	Wire Transfer Details ( if payment is to be made through wire transfer)	
10	Country of Origin	
11	Port of shipment	
12	Partial shipment	Not permitted by ILS
13	Trans-shipment	Not permitted. In unavoidable cases, prior approval of the Institute should be obtained.(Additional charges for trans-shipment to be borne by the supplier)
14	Time of shipment	.....days (Maximum 60 days from the date of order unless otherwise mentioned in the P.O contract)
15	Name & Address of Freight Forwarder with e-mail, Tel/Fax No(s) .	
15a	DO fees and other related charges to be paid in INR for Air Shipment	
15b	DO fees and other related charges like Shipping line charges /CFS, Deconsolidation/Endorsement/Terminal handling /NOC/ ground rent and other related charges to be paid in INR for Ocean Shipment	
16	Have you added any Item/ Items in the Tender/ Quotation which is/are in the negative list of import	.....(Yes/ No). If yes then have you enclosed necessary Govt. Registration Certificate/ permission certificate otherwise your bid will be rejected.

(Please mention the charges for sl 15 & 15b for evaluation purposes. Any charges over and above the mentioned charges to be paid by you if order will be placed in CIP or CIF basis instead DDP basis and if you put NIL then all charges shall be paid by you at the time of clearance.)

17. **Payment Conditions:-** Agree for ..... [a / b]

- a) Immediately (approx. within 30 working days) after delivery & successful installation of the Equipment/goods at ILS, Bhubaneswar.
- b) By Irrevocable letter of credit **on receipt & acceptance of the goods at ILS** as per the following terms. (Without confirmation. Confirmed if charges will be borne by you. The confirmation charges of L/C will be approx. ₹ \_\_\_\_\_)

(Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made within 30 working days after receipt of the articles in good condition, successful installation, demonstration / commissioning by way of Foreign Demand Draft (FDD) or Wire Transfer or on Sight Draft basis. Alternatively, 100% of the Order value/ Contract price will be opened by way of Irrevocable Letter of Credit in a bank in its country on submission of SD/Performance Security as specified in the purchase order contract with all bank charges abroad shall be to the account of the beneficiary. 90% ( Ninety percent) of the L/C value will be released against receipt of the item(s)/ equipment/goods in good condition at ILS, Bhubaneswar (upon receipt and unpacking of the goods by the Indian agent of the supplier and acceptance by ILS) and the balance 10% ( Ten percent) value will be released after successful installation , demonstration / commissioning acceptable to ILS, Bhubaneswar within 30working days upon submission of claim supported by the acceptance certificate issued by the Purchaser .The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.)

**Other than the cost of the equipment/goods, priority for selection will be given to the Firms in order of above preference a / b (approx. price preference up to 1 % will be given to those firms opted the payment condition mentioned at 'a' in comparison with 'b' subject to a minimum of Rs. 15,000/- and a maximum of Rs. 50,000/-)**

Alternatively, the supplier may choose to take payment after delivery, installation, demonstration and commissioning including providing of Training, if offered by the bidder.

The bidders who are not agreeing to the above payment terms are requested not to submit their tender otherwise their EMD will be forfeited.

(Strike out whichever is not necessary)

Signature with Seal of the Vendor/Bidder

**18. (A) Guarantee/ Warrantee:** ..... year(s)  
 (Minimum 1 year guarantee/ warrantee should be given from the date of successful installation at ILS, Bhubaneswar unless otherwise categorically mentioned in the specification. **The stipulation in technical specification will succeed the above period**)

**Mandatory: Free up-gradation of software (all update & upgrades) up to 5 years from the date of satisfactory installation if supplied with the equipment/goods/ article: Accepted**

**(B) Free Annual Maintenance Service/Contract (AMS/AMC):**

- i) -----( in word.....) year(s) after the expiry of the guarantee/warranty, inclusive of spare parts and service.
- ii) -----( in word.....) year(s) only on service after the expiry of the guarantee/warranty.
- iii) NIL

Preference in selection other than cost of the equipment/goods (to be assessed by ILS) will be given to the firm which will provide Guarantee / Warranty and free AMS for more no. of years.)

**(C ) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD ONLY**

sl.	Quantity (Nos.)	Cost for 1 <sup>st</sup> year	Cost for 2 <sup>nd</sup> year	Cost for 3 <sup>rd</sup> year	Cost for 4 <sup>th</sup> year	Total cost for 4 years after standard warranty of ---- year(s).

- I. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/ operational manual and labor, after satisfactory completion of warranty period may be quoted for next 1 (or as specified) years on yearly basis for complete equipment/goods.
- II. The cost of CMC may be quoted along with taxes applicable on the date of Tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- III. Cost of CMC may be added for ranking/evaluation purpose.
- IV. The stipulation in technical specification will supersede above provision.
- V. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

**19. Penalty Clause of ILS (Mandatory): AGREED & ACCEPTED**

On breakdown of the equipment/goods during warranty or CMC, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakh) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee/CMC period should be done within 21 days from the date of report of the Service Engineer for repair of the equipment/goods in case of need of spare parts. Otherwise, the above penalty charges will again be imposed from the 21<sup>st</sup> day from the date of first report of the Service Engineer till rectification of the Equipment/goods. The Manufacturer/Supplier is bound to extend the warrantee/guarantee/CMC of the equipment/goods equivalent to the number of days for which the equipment/goods remains idle due to the break down. However, ILS shall claim no extension of warrantee/guarantee for the equipment/goods lying idle due to break down for a total number of 24 days per year in the warranty/guarantee/CMC period.

**20. Fall Clause of ILS (Mandatory): AGREED & ACCEPTED**

If, at any time, during the tender/ contract/ supply period, the supplier reduce the said prices of such Stores/Equipment/goods or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, ILS and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

**21. Validity of the Tender** : .....(minimum for a period of 90 days from the date of bid closing)

**22. Delivery Period** : ..... Days / Months (at best 3 months from the purchase order/contract date)

**23. Installation/Demonstration and training** : Free of Cost/Rs. ....extra plus ....% taxes  
 (If chargeable, then clearly mention the amount which will be added with the final landing cost at ILS to ensure L1 bidder)

**24. Items required for Installation** : ..... (to be arranged by ILS / You? Please mention)

Electrical items

- a)
- b)

Any other items:

(in case the price bid of more than one firms happens to be equal, priority will be given to the firm which will arrange the above at its own cost)

**25. Minimum space required for Installation:**

I/We hereby undertake that all the above information's provided by me/us are true. The specifications of the above equipment/goods(s)/item(s) are equal or superior as per your tender / as per our technical unpriced bids submitted to you. If any cheating or forgery found at any moment, the Director, Institute of Life Sciences holds the right to forfeit my/our EMD or Security money and is empowered to take legal action as deem fit against me/us.

**Place :**

**Date :**

(Strike out whichever is not necessary)

*Signature with Seal of the Vendor/Bidder*

**PRICE BID FORMAT FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN TO BE SUPPLIED IN INDIAN CURRENCY**

(Global Online Tender Notice No.: ..... / item sl. No..... / Name of the item..... / dated.....

**PRICE TABLE (Indigenous Items) –Ref. /Quotation No....., Date:.....**

S/N	Cat. No/Code/Part No.	Name of the Item (in brief)	qty.	Unit Price (each) in ₹	Total Price in ₹
<b>Accessories of the System (if any asked in the tender specification):</b>					
<b>Essential Accessories for function of the System (if any):</b>					
<b>Items to be supplied free of cost (if any)*</b>					
		Total Ex-works		-	
		Packing, Handling, Forwarding etc. (if any)-			
		Net Ex-works Charges		-	
		Add: Concessional Customs Duty +(if any) @ .....		%	
		Add: Delivery/ Freight Charges with loading/ unloading and incidental costs till consignee's site^ (₹.....) + Insurance** Charges (₹.....)=			
		IGST @ .....		% ( CGST@.....% + SGST @.....% )	-
		Add: Incidental services (including installation & commissioning, supervision, demonstration and training) at the consignee's site in Rupees :			
		<b>Grand Total (F.O.R ILS, Bhubaneswar (i.e at consignee site in Rupees):</b>			

(Grand Total in words: Rupees.....)

If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

<b>Optional Accessories (in order of priority)</b>					
S/N	Cat. No/Code/Part No.	Name of the Item (in brief)	Qty.	Price (each) in ₹	Total Price in ₹
1.					
2.					

Valid price proof (authenticated price list of the main company) against each item including the above main item(s) should be enclosed along with the price bid, if you are a dealer / sub-dealer of the main company. Same discount is also to be given on the optional item(s) as offered in the main Equipment/goods. Please don't write as discounted prices.

**N.B.:** Packing, Handling, freight and insurance charges etc. will be negotiated for the Optional Accessories to be purchased, if required at the time of order.

+ : It may please be noted that this Institute is exempted for paying of Customs Duty(as per custom rule, only concessional custom duty will be charged) by DSIR, Govt. of India.

\* No price benefit will be given for those items supplied free of cost, but preference will be given at the time of selection if the prices of two firms are equal.

\*\* Insurance should be calculated up to ILS, Bhubaneswar.

^ **It is the sole responsibility of the bidder to arrange delivery at ILS site.**

**TAX DETAILS FOR INFORMATION PURPOSE ONLY AND NOT FOR EVALUATION**

For the purpose of reimbursement of Service tax, vendor should give tax invoice with registration number etc.

**TAX DETAILS FOR INFORMATION PURPOSE ONLY AND NOT FOR EVALUATION**

Bidder required to furnish the details of Tax , in the following table.

Sr.No	Description	Applicable Tax %
	GST /SERVICE TAX/WCT	
	OTHERS (Specify), if any	

Irrespective of taxes/duties quoted, you will be fully responsible for the payment of any and all taxes, duties, rates, cess, levies and statutory payments payable under all or any of the statutes etc.

*Signature with Seal of the Vendor/ Bidder  
(Strike out whichever is not necessary)*

1. Order Placement:

Name & Address of the Manufacturer/ Dealer/To whom purchase order will be addressed	
Telephone No(s)/Fax No(s)	
E-mail /Website	

2. **Payment Condition** : Only through A/C. Payee Cheque/RTGS/ NEFT/ Demand draft after successful installation  
 (Our rules do not permit any advance payment either direct or through a bank. 100 % ( Hundred percent) of the Contract Price shall be paid on receipt of the Goods on acceptance, satisfactory installation & commissioning within thirty (30) working days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any. No other payment condition will be considered than this)

3. **(A) Guarantee/ Warrantee:** ..... year(s)  
 (Minimum 1 year guarantee/ warrantee should be given from the date of successful installation at ILS, Bhubaneswar unless otherwise categorically mentioned in the specification. **The stipulation in technical specification will succeed the above period**)

**Mandatory: Free up-gradation of software (all update & upgrades) up to 5 years from the date of satisfactory installation if supplied with the equipment/goods/ article: Accepted**

**(B) Free Annual Maintenance Service/Contract (AMS/AMC):**  
 i) -----( in word.....) year(s) after the expiry of the guarantee/warranty, inclusive of spare parts and service.  
 ii) -----( in word.....) year(s) only on service after the expiry of the guarantee/warranty.  
 iii) NIL

Preference in selection other than cost of the equipment/goods (to be assessed by ILS) will be given to the firm which will provide Guarantee / Warranty and free AMS for more no. of years.)

**(C) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD ONLY**

S/N	Quantity (Nos.)	Cost for 1 <sup>st</sup> year	Cost for 2 <sup>nd</sup> year	Cost for 3 <sup>rd</sup> year	Cost for 4 <sup>th</sup> year	Total cost for 4 years after standard warranty of ---- year(s).

- i. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/ operational manual and labour, after satisfactory completion of warranty period may be quoted for next 1 (or as specified) years on yearly basis for complete equipment/goods.
- ii. The cost of CMC may be quoted along with taxes applicable on the date of Tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- iii. Cost of CMC may be added for ranking/evaluation purpose.
- iv. The stipulation in technical specification will supersede above provision.
- v. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

**4. Penalty Clause of ILS (Mandatory): AGREED & ACCEPTED**  
 On breakdown of the equipment/goods during warranty or CMC, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee/CMC period should be done within 21 days from the date of report of the Service Engineer for repair of the equipment/goods in case of need of spare parts. Otherwise, the above penalty charges will again be imposed from the 21<sup>st</sup> day from the date of first report of the Service Engineer till rectification of the Equipment/goods. The Manufacturer/Supplier is bound to extend the warrantee/guarantee/CMC of the equipment/goods equivalent to the number of days for which the equipment/goods remains idle due to the break down. However, ILS shall claim no extension of warrantee/guarantee for the equipment/goods lying idle due to break down for a total number of 24 days per year in the warranty/guarantee/CMC period.

**5. Fall Clause of ILS (Mandatory):AGREED & ACCEPTED**  
 If, at any time, during the tender/ contract/ supply period, the supplier reduce the said prices of such Stores/Equipment/goods or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, ILS and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

6. **Validity of the Tender** :.....(minimum for a period of 90 days from the date of bid closing)

7. **Delivery Period** : ..... Days / Months (at best 3 months from the purchase order/contract date)

8. **Installation/Demonstration and training** : Free of Cost/Rs. ....extra plus ....% taxes  
 (If chargeable, then clearly mention the amount which will be added with the final landing cost at ILS to ensure L1 bidder)

9. **Items required for Installation** : ..... (to be arranged by ILS / You? Please mention)

- Electrical items
- a)
- b)

Any other items:  
 (in case the price bid of more than one firms happens to be equal, priority will be given to the firm which will arrange the above at its own cost)

**10. Minimum space required for Installation:**  
 I/We hereby undertake that all the above information's provided by me/us are true. The specifications of the above equipment/goods(s)/item(s) are equal or superior as per your tender / as per our technical unpriced bids submitted to you. If any cheating or forgery found at any moment, the Director, Institute of Life Sciences holds the right to forfeit my/our EMD or Security money and is empowered to take legal action as deem fit against me/us.

**Place :**  
**Date :** **Signature with Seal of the Vendor/Bidder**  
 (Strike out whichever is not necessary)

## PERFORMANCE STATEMENT FORM WITH PRICE DETAILS

**(For Last 3 Financial Years: 2015-16, 2016-17 & 2017-18)**

(Online Global Tender Notice No.: ..... / item sl. No..... / Name of the item..... / dated.....)

**Name & Address of the Firm**.....

....., **Tel. No(s)** ....., **Fax**

**No(s)** ....., **e-mail** ..... **Website** .....

Order placed by (full address of purchaser)	Order No. And date	Description and quantity of ordered article commissioned	Price	Date of completion of delivery/ commissioning as per Contract/ Actual	Remarks indicating reasons for late delivery/ demonstration/ commissioning, if any	Has the article been installed/ commissioned Satisfactory? (Attach a certificate from the purchaser/Consignee)	Contact Person Name / Tel. No., Fax No. & e-mail address

**(Please also mention for the current year if the same make & model sold to any organisation)**

**Place :**

**Date :**

*Signature with Seal of the Vendor/Bidder*

(A direct Proforma Invoice/quote from the manufacturer/ principal supplier along with a copy of valid price list of the items quoted may be submitted or else please give information about the website (if any) from where the price list would be verified. Valid proofs of the orders contains price received from various Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations etc. for supply and installation of the same make and model of scientific equipment/goods. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender.

**SECURITY DEPOSIT / PERFORMANCE SECURITY FORM**

BG No.:..... **To**  
 Date..... **Institute of Life Sciences , Nalco**  
**From** **Square, Bhubaneswar- 751 023, India**  
**The Name of the Bank**  
 .....

In consideration of the Institute of Life Sciences, Nalco Square, Bhubaneswar- 751 023, India (hereinafter called "The INSTITUTE") having offered to accept the terms and conditions of the proposed agreement between The Institute.....and..... (hereinafter called "the Supplier(s)/ Contractor(s)" for the supply/ work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs..... (Rupees.....only) as a security/guarantee form the supplier(s)/contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We .....(Indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Institute an amount not exceeding Rs..... (Rupees..... only) on demand.
2. We...(indicate the name of the Bank) ..... do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier(s)/contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We, the said Bank, further undertake to pay to the Institute any money so demanded notwithstanding any disputes raised by the supplier(s)/contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the supplier(s)/contractor(s) shall have no claim against us for making such payment.
4. We (indicate the name of the Bank) ..... further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said supplier(s)/contractor(s), and accordingly discharges this guarantee.
5. We.....(Name of the bank)..... further agree with the Institute that the Institute shall have the fullest liberty without our consent, and without effecting 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 supplier(s)/contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said supplier(s)/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 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 of omission on the part of the Institute or any indulgence by the Institute to the said supplier(s)/contractor(s) ) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. THEREFORE, We hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the above Contract/Order and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the supplier(s)/contractor(s).
8. We .....(Name of the bank)..... under take not to revoke the Guarantee except with the previous consent of the Institute in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
9. We.....(Indicate the name of the Bank)..... also undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Institute extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....only), and unless a claim/demand is made on the bank in writing on or before .....all your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities there under.

Authorized Signatories of the Bank with name and Seal  
 Name of the Officer:  
 Designation:  
 Code if any:  
 Date:  
 Place: