

केंद्रीय होमियोपैथी अनुसन्धान परिषद्
(स्वायत्त निकाय आयुष मंत्रालय, भारत सरकार)
CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY
(An Autonomous Body of Ministry of AYUSH, Govt. of India)

जवाहर लाल नेहरु भारतीय चिकित्सा एवं होमियोपैथी अनुसन्धान भवन
Jawahar Lal Nehru Bhartiya Chikitsa Avum Homoeopathy Anusandhan Bhawan
61-65 संस्थागत क्षेत्र, डी-ब्लॉक के सामने, जनकपुरी, नई दिल्ली - 110058
61-65, Institutional Area, Opp. D-Block, Janakpuri, New Delhi - 110058

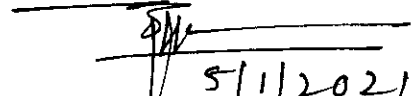


Tender No. 04/20-21/DDPRCRI(H) Noida

Dated: 8th January, 2021

NOTICE INVITING TENDER

The Central Council for Research in Homoeopathy invites e-Tender (in Two Bid System) for procurement of "Digital Colour Doppler Ultrasound System 4D Machine under buy back offer" for Dr. D.P. Rastogi Central Research Institute of Homoeopathy, (DDPRCRI (H)) Noida, a peripheral institute of Central Council for Research in Homoeopathy, New Delhi, an autonomous body under Ministry of AYUSH. Tender Document with detailed terms and conditions can be downloaded from Council's website www.ccrhindia.nic.in and <https://eprocure.gov.in/eprocure/app>.


5/1/2021
Assistant Director (Admn)

Central Council for Research in Homoeopathy
(An autonomous body under Ministry of AYUSH, Govt. of India)
61-65, Institutional Area, Opp., D-Block, Janakpuri, New Delhi-110058
Website: www.ccrhindia.nic.in , Email: cruhnoida@gmail.com

E- TENDER DOCUMENTS

Online tenders are invited under two bid system i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound companies/firms/agencies for procurement of "Digital Colour Doppler Ultrasound System 4D Machine under buy back offer" for Dr. D.P. Rastogi Central Research Institute of Homoeopathy, (DDPRCRI (H)) Noida, a research institutes under Central Council for Research in Homoeopathy, New Delhi, an autonomous body under Ministry of AYUSH as under:

Tender No.	Description of work	Tender Fee	Bid Submission Start date & time	Bid Submission End date & time
04/ 20-21/ DDPR- CRI (H)/ Noida	Supply, Installation & Commissioning of "Digital Colour Doppler Ultrasound System 4D Machine under buy back offer" for Dr. D.P. Rastogi Central Research Institute of Homoeopathy, [DDPRCRI (H)] Noida	No cost of tender document will be charged for the tender documents downloaded by the bidders	08.01.2021 at 03.00 pm	01.02.2021 at 03.00 pm

Tender documents can be downloaded from Council's website www.ccrhindia.nic.in and CPPP site <https://eprocure.gov.in/eprocure/app> The bids will be accepted through online only.

The interested and eligible Company/Firm/Agency may upload their document complete in all respects and other requisite documents by 01.02.2021 upto 03:00 pm through online only. Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh only) will be deposited through offline mode in favor of Director General, CCRH, New Delhi. The tender shall not be entertained after the deadline under any circumstances whatsoever.

This Office reserves the right to amend/withdraw any of the terms and conditions in the Tender document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Competent Authority i.e. Director General, CCRH, New Delhi in this regard shall be final and binding on all.

The jurisdiction of legal matter, if any, will be at New Delhi.


Assistant Director (Admn)
CCRH, New Delhi

Sub: E- Tenders for Supply, Installation & Commissioning of "Digital Colour Doppler Ultrasound System 4D Machine under buy back offer" for Dr. D.P. Rastogi Central Research Institute of Homoeopathy, (DDPRCRI (H)) Noida, under Central Council for Research in Homoeopathy, New Delhi, an autonomous body under Ministry of AYUSH

Central Council for Research in Homoeopathy, New Delhi -58, an autonomous body under Ministry of AYUSH hereby invites E-tenders for Supply, Installation & Commissioning of "Digital Colour Doppler Ultrasound System 4D Machine under buy back offer" for Dr. D.P. Rastogi Central Research Institute of Homoeopathy, [DDPRCRI (H)] Noida.

The salient features of the tender are:

1	Tender No.	:	04/20-21/ DDPRCRI (H)/Noida
2	Type of Bid	:	2 Bid System (Technical Bid & Financial Bid)
3	Cost of Bid Document	:	No cost of tender document will be charged for the tender documents downloaded by the bidders.
4	Publish Date and Time	:	08.01.2021 at 03.00 pm
5	Bid Documents Download Start Date & Time	:	08.01.2021 at 03.00 pm
6	Pre -Bid meeting	:	12.01.2021 at 2.30 pm
7	Place of Pre-Bid Meeting	:	Dr. D.P. Rastogi Central Research Institute for Homoeopathy, A-1/1, Sector 24, Noida-201301.
8	Bid Submission Start Date & Time	:	13.01.2021 at 3.00 pm
9	Bid Submission End Date & Time	:	01.02.2021 at 3.00 pm
10	Place of Bid Opening	:	Central Council for Research in Homoeopathy, New Delhi -110058
11	Bid Opening Date & Time:		
	(a) Technical bid	:	On 02.02.2021 at 3:00 pm at the address as per Sl. No. 10 above.
	(b) Presentation	:	Date and time to be announced at the time of opening of technical bid.
	(c) Financial Bid	:	Opening date and time shall be intimated to technically qualified Bidders.

12	EMD (Bid security)	:	As per Annexure-III
13	Amount of Performance Guarantee to be submitted only by the Successful Bidder.	:	10% of the Contract value to be submitted within 15 days of issue of the Letter of Award (LOA). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 90 (Ninety) days beyond the date stipulated for completion of the contract.
14	Time for completion of Supply/Installation/Operationalisation/Training		90 days from the date of letter of supply order.
15	Quantum of Liquidated damages for default in completion of the scope of work as per the LOA.	:	@ 10% of the contract value or as decided by the Competent Authority.
16.	The period of validity of approval rates of the Firm		12 months from the date of letter of supply order.

Other details and terms & conditions are as per the Annexures attached.

You are invited to submit bid against the above tender.

Thanking you,


 5/1/21
 Assistant Director (Admin)
 CCRH, New Delhi

INDEX

Sl. No	Description	Part/Section/proforma/Annexure
1	Instructions to Bidders	Part 1
2	Bid Rejection Criteria / Bid Evaluation Criteria	Part 2
3	General Conditions of Contract	Part 3 / Section I
4	Terms of Reference / Scope of Work	Part 3 / Section II
5	Special Conditions of Contract	Part 3 / Section III
6	Schedule of Rates	Part 3 / Section IV
7	Proforma of Letter of Authority	Part 4 / Proforma A
8	Bid Form	Part 4 / Proforma B
9	Statement of Compliance with respect to BRC	Part 4 / Proforma C
10	Statement of Non-Compliance (Except BRC)	Part 4 / Proforma D
11	Form of Bid Security (Bank Guarantee)	Part 4 / Proforma E
12	Form of Performance Bank Guarantee	Part 4 / Proforma F
13	Agreement Form	Part 4 / Proforma G
14	Application form to be field by the Bidder	Annexure-I
15	BID form for Technical Bid	Annexure-II
16	EMD	Annexure-III
17	Guidelines for service contract.	Annexure-IV
18	Undertaking for maintenance of supplied items	Annexure-V
19	Form for submitting the AMC charges	Annexure-VI
20	Indicative list - specifications	Annexure-VII

PART -1

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation, submission of bid and Presentation of Technical Bid. CCRH, New Delhi or Dr. D.P. Rastogi Central Research Institute of Homoeopathy, hereinafter referred to as DDPH CRI (H) Noida, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BID DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. The bid document includes the following:

- (a) Forwarding letter**
- (b) Instructions to Bidders (Part-1)**
- (c) Bid Rejection Criteria / Bid Evaluation Criteria (Part-2)**
- (d) General Conditions of contract Terms of Reference (Section-I)**
- (e) Scope of Work / (Section-II)**
- (f) Special Conditions of Contract (Section-III)**
- (g) Schedule of Rates (Section-IV)**
- (h) Proforma of Letter of Authority (Proforma-A)**
- (i) Bid Form (Proforma-B)**
- (j) Statement of Compliance with respect to BRC (Proforma-C)**
- (k) Statement of Non-Compliance (Excepting BRC) (Proforma-D)**
- (l) Bid Security Form (Proforma-E)**
- (m) Proforma Security Form (Proforma-F)**
- (n) Agreement Form (Proforma-G)**

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 AMENDMENT OF BID DOCUMENTS:

3.1 At any time prior to the deadline for submission of bids, the CCRH, New Delhi or DDPH CRI (H),Noida may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or as a sequel to Pre-bid conference if held, modify the Bid Documents by issuance of an Addendum.

3.2 The Addendum will be put on CCRH's website (www.ccrhindia.nic.in) and CPPP site <https://eprocure.gov.in/eprocure/app> .

All bidders are advised to visit CCRH website and CPP site regularly to update themselves about modification to the Bid, if any, in order to submit their offer accordingly.

3.3 No request for the extension of time for submission of Bid will be entertained at any cost.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the CCRH or DDPR CRI(H), Noida shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version. The English Translated version should be used for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID: The bid submitted by the Bidder shall comprise the following components:

(A) TECHNICAL BID

- (i) Complete technical details of the equipment/instruments intended to be provided against the tender as in Annexure-II
- (ii) Documentary evidence established in accordance with clause 10.0 of Part I.
- (iii) Bid Security furnished in accordance with clause 11.0 of Part I.
- (iv) Letter of Authority as per Proforma A. (page-35)
- (v) Statement of Compliance with respect to BRC as per Proforma-C (page-37)
- (vi) Statement of Non-compliance as per Proforma-D (page-38)
- (vii) Any other document as required as per the Bid Document.

(B) COMMERCIAL / PRICE BID

- (i) Bid Form as per Proforma-B (page-36)
- (ii) Price-Bid Format as per Section IV
- (iii) Annual Maintenance Contract (AMC) as per Annexure VI.

6.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Document.

7.0 PRE-BID CONFERENCE

7.1 In order to avoid clarification/confirmation after opening of bids, a Pre-bid conference will be held so as to provide an opportunity to the participating bidders to interact with CCRH or DDPR CRI(H), Noida with regard to various tender provisions/tender specifications. In case, due to any points and doubts raised by the prospective bidders, any specific term & condition (which is not a part of "General conditions of the Contract") needs to be modified, then the same will be considered for modifications.

7.2 After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after pre-bid conference is over. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, BEC and the tender specifications in-toto failing which their bids are liable to be rejected without seeking any clarifications on any exception / deviation taken by the bidder in their bid.

7.3 Bidders should depute their authorized representative who should be competent to take on the spot decisions.

8.0 PRESENTATION ON TECHNICAL BID: Bidders meeting the qualifying criteria of Part 2 (BRC / BEC) will be required to give a power point presentation to the Technical Evaluation Committee after opening of the Technical Bids. The date of presentation shall be announced at the time of opening of technical bid. All costs associated with this presentation will be borne by the bidder.

9.0 BID PRICE:

9.1 Unit prices in INR must be quoted by the bidders, both in words and in figures. The price quoted should be on F.O.R Destination basis.

9.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

9.3 All duties and taxes including Corporate Income Taxes and other levies payable by the successful bidder under the Supply for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. The evaluation and comparison of bids shall be made accordingly.

9.4 Taxes and other liabilities:

9.4.1 The Bid should be all inclusive i.e. it should include GST/any other tax/ Freight charges including Insurance (if any) / Installation/commissioning/training etc. charges, if required, as applicable.

9.4.2 The bidders should have a valid GST number etc. from the concerned authorities of GST department and a copy of such certificate should be submitted along with the offer. In case the tax number certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite certificate along with the invoice under the contract.

~~9.5 The Council shall provide duty exemption certificate. All the bidders shall quote the price accordingly~~

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in Part - 2. (page-15)

11.0 BID SECURITY(EMD):

11.1 The EMD is required to protect the CCRH or DDPR CRI(H), Noida against the risk of Bidder's conduct, which would warrant forfeiture of the EMD, pursuant to sub-clause 11.8.

11.2 All the bids must be accompanied by EMD for the amount as mentioned in the Forwarding Letter and shall be in any one of the following forms:

- (a) A Bank Guarantee issued from any Nationalized/Scheduled Bank in India, in the prescribed format vide Proforma-E (page-39) only will be accepted. The Bank Guarantee shall be valid for 45 days beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- (b) A Banker's cheque or Demand Draft drawn on Director, General, CCRH, New Delhi valid for 90 days from the date of issue and payable at New Delhi.
- (c) EMD exemption criteria should be incorporated

11.3 Any bid not secured in accordance with sub-clause 11.2 above shall be rejected by the CCRH or DDPR CRI(H), Noida as non-responsive.

11.4 The bidders shall extend the validity of the EMD suitably, if and when specifically advised by CCRH or DDPR CRI(H), Noida at the bidder's cost.

11.5 Unsuccessful Bidder's EMD will be discharged and / or returned within 30 days after finalization of tender.

11.6 Successful Bidder's EMD will be discharged and / or returned upon Bidder furnishing the performance security and signing of the contract. Successful bidder will, however, ensure validity of the EMD till such time the performance Security in conformity with Clause 26.0 below is furnished.

11.7 EMD shall not accrue any interest during its period of validity or extended validity.

11.8 The EMD may be forfeited:

- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a successful Bidder fails:
 - (i) To sign the contract within reasonable time & within the period of bid validity, and / or
 - (ii) To furnish Performance Security.

12.0 PERIOD OF VALIDITY OF BIDS:

12.1 Bids shall remain valid for 12 months after the date of bid opening prescribed by the CCRH or DDPR CRI(H), Noida.

12.2 In exceptional circumstances, the CCRH or DDPR CRI(H), Noida may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The EMD provided under Para 11.0 shall also be suitably extended.

A bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will neither be required nor permitted to modify their bid.

13.0 FORMAT AND SIGNING OF BID :

13.1 The Bidder shall prepare bid clearly. The bid shall be typed and signed by the Bidder or a person duly authorized to bind the Bidder to the contract. The letter of authorization (as per Proforma-A page-35) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except the un-amended printed literature, shall be initialed/signed by the person or persons signing the bid.

13.2 The Bid must be submitted in English.

13.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct/apparent errors made by the Bidder. However, such-correction shall be initialed/signed by the person or persons signing the bid.

(C) SUBMISSION OF BIDS

14.0 SEALING AND MARKING OF BIDS :

14.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial bid (Price Bid).

14.2 The Bidder should ensure that a separate envelope is prepared, for each item for which the Bids are submitted.

14.3 The Bidder shall seal the Bid for each item as given in following paras.

14.4 The cover containing the Technical Bid should be in sealed cover bearing the following on the right hand top corner:- (Only EMD, undertaking and Original catalogue to be provided in this envelope and rest of the PQ & Technical bids to be uploaded in addition to the other bid documents)

- (i) Envelope No. 1 Technical bid
- (ii) Item Code Number _____
- (iii) Bid Document No. _____
- (iv) Bid closing date _____
- (v) Bidder's name _____

14.5 The Commercial Bid (Price Bid) should be uploaded on e-procurement portal :-

Note: No hard copy of Price bid to be submitted by the bidder, otherwise, their bid will be summarily rejected.

14.7 The offer should contain complete specifications, details of items offered together with other relevant documents. The EMD mentioned in clause 11.0 should be enclosed with the Technical Bid. The price Schedule should not be put in the envelope containing the Technical Bid.

14.8 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance / non-compliance to each clause as per Proforma-C & D (page-37 and 38). This should be enclosed with the technical bid.

14.9 Timely submission of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible in person or by Registered Post or by Courier Services. Dr. D.P.R. CRI (H), Noida shall not be responsible for any postal delay / transit loss.

14.10 Telex / Tele fax / e-mail / Photocopy bids and bids with Scanned signature will not be considered. Bids should be signed manually failing/which the same shall be rejected.

15.0 DEADLINE FOR SUBMISSION OF BIDS: Bids must be received by the CCRH or DDPR CRI(H), Noida at the address and time specified in the "Forwarding Letter".

16.0 LATE BIDS : Any Bid received by the DDPR CRI(H), Noida after the deadline for submission of bids prescribed by the DDPR CRI(H), Noida shall be rejected.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

17.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing date and time.

17.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause 14.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

17.3 No bid can be modified subsequent to the deadline for submission of bids.

17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its EMD.

18.0 BID OPENING AND EVALUATION :

18.1 CCRH, New Delhi will open the Bids, including submission made pursuant to clause 17.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidders representative who is allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

18.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 16.0 shall not be opened. CCRH, New Delhi or DDPR CRI(H), Noida will examine bids to determine whether they are complete, whether requisite EMD has been furnished, whether documents have been properly signed and whether the bids are generally in order.

18.3 At bid opening, CCRH or DDPR CRI(H), Noida will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the DDPR CRI(H), Noida may consider appropriate.

18.4 CCRH, New Deli or DDPR CRI(H), Noida shall prepare, for its own records, minutes of bid opening event including the information disclosed to those present in accordance with the sub-clause 18.3.

18.5 To assist in the examination, evaluation and comparison of bids, CCRH or DDPR CRI(H), Noida may at its discretion, ask the Bidder for clarifications of its bid and technical presentations. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

18.6 Prior to the detailed evaluation, CCRH, New Delhi or DDPR CRI(H), Noida will determine the substantive responsiveness of each bid to the requirement of the Bidding Documents. For the purpose of these paragraphs, a substantive responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent with the bidding documents, CCRH, New Delhi or DDPR CRI(H)'s right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. CCRH or DDPR CRI(H), Noida's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

18.7 A Bid determined as not substantially responsive will be rejected by CCRH, New Delhi or DDPR CRI(H), Noida and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

18.8 CCRH, New Delhi or DDPR CRI(H), Noida may waive minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

19.0 OPENING OF COMMERCIAL / PRICE BIDS :

19.1 CCRH, New Delhi will open the Commercial Bids of the technically qualified Bidders on a specific date in the presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.

19.2 CCRH, New Delhi will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

20.0 EVALUATION AND COMPARISON OF BIDS: CCRH, New Delhi or DDPR CRI(H), Noida will evaluate and compare the bids as per Part-2 of the bidding documents.

21.0 CONTACTING THE CCRH, New Delhi or DDPR CRI(H), Noida:

21.1 Except as otherwise provided in clause 18.0 above, no Bidder shall contact CCRH or DDPR CRI(H), Noida on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded except as required by CCRH, New Delhi or DDPR CRI(H), Noida *vide* sub-clause 18.5.

21.2 An effort by a Bidder to influence the DDPR CRI(H), Noida in its bid evaluation, bid comparison or Contract award decisions may result in the rejection of his bid.

(D) AWARD OF CONTRACT

22.0 AWARD CRITERIA:

CCRH, New Delhi will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid as defined in the BID EVALUATION CRITERIA (BEC) in the Part II of the tender document, after obtaining approval of the Competent Authority, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

23.0 RIGHT TO ACCEPT OR REJECT ANY BID: CCRH, New Delhi reserves the right to accept or reject any or all bids 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 or any obligation to inform the affected bidder of the grounds for CCRH, New Delhi action.

24.0 NOTIFICATION OF AWARD:

24.1 CCRH, New Delhi will notify the successful Bidder(s) in writing by email (to be confirmed in writing by speed post) that its bid has been accepted for supply of Instruments/Equipment. The notification of award of the job (supply of Instruments/Equipment) will also be put on the website of CCRH (ccrhindia.nic.in).

24.2 The notification of award of the job will constitute the formation of the Contract.

24.3 Upon the successful Bidder's furnishing of Performance Security pursuant to clause 26.0, CCRH, New Delhi will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause 11.0 hereinabove.

25.0 SIGNING OF AGREEMENT AND ISSUE OF SUPPLY ORDER:

25.1 At the same time as the CCRH, New Delhi notifies the successful Bidder that its Bid(s) has been accepted, the CCRH, New Delhi or DDPR CRI(H), Noida will send the necessary documents by Speed Post/Registered Post to the successful bidder(s) for signing of the agreement, provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

25.2 Within 20 days of dispatch of the final Agreement documents, the successful Bidder shall return the documents duly signed to CCRH, New Delhi either in person/Authorized person/Speed Post/Registered Post/Courier .

25.3 Immediately on receipt of the Agreement duly signed by the Bidder, CCRH, New Delhi will issue Letter of Award for supply of Instruments/Equipment. A copy of the letter of award will also be uploaded on the website of CCRH (ccrhindia.nic.in) and CPPP (www.eprocure.gov.in).

26.0 PERFORMANCE SECURITY:

26.1 Within 15 days of dispatch/uploading of letter of award for supply of items from the CCRH, New Delhi /Website, the successful Bidder shall furnish to CCRH, New Delhi the Performance Security for the amount as specified in the Forwarding Letter and Letter of Award (LOA) issued by DDPR CRI(H), Noida to the Firm awarding the Supply order, as per Proforma-F and must be in the form of Bank Guarantee (BG) from any Nationalized / Scheduled Bank in India. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

26.2 The Performance Security specified above must be valid for 90 days after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause 8 of Section-I, Part 3 hereof. The same will be discharged by CCRH, New Delhi not later than 30 days following its expiry.

26.3 The performance security shall be payable to CCRH, New Delhi as compensation for any loss resulting from Firm's failure to fulfill its obligations under the Agreement.

26.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

26.5 Failure of the successful Bidder to comply with the requirements of clause 25.0 or 26.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the EMD. In such an event CCRH, New Delhi may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

(END OF PART -1)

PART - 2

BID REJECTION CRITERIA (BRC)/ BID EVALUATION CRITERIA (BEC)

I. BID REJECTION CRITERIA (BRC):-

The bid shall conform generally to all the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the supply of Equipments/instruments offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

(A) TECHNICAL: The bidder must meet the following criteria:-

1.0 EXPERIENCE:

(a) The Bidder must have experience of having successfully supplied/installed equipments/instruments of similar nature to/in at least (3) (three) reputed Govt./Semi Govt. Laboratories during last 3 years ending last day of month previous to the one in which bids are invited.

(b) The authorized Indian agent/Representative should have minimum continuous agency/partnership/joint venture/participation or collaboration with their principal supplier. The documentary proof of such agency ship/authorization/MOU should be submitted along with the technical part. If the bid of the firm does not contain the proof of such nomination/authorization, Indian agency will be rejected.

2.0 Average annual financial turnover of minimum Rs. 1.00 crore during the last 03 years ending on the last day of the last financial year.

2.1 The bidder must have a project office or its Authorized representative in Noida/Delhi NCR for effective co-ordination of work with DDPR CRI(H), Noida. The bidder should provide the address and phone numbers of the Noida/NCR office in their bid. (Ref. Bid form at Proforma B).

3.0 DOCUMENTS: Bidder must furnish following documentary evidence along with their bids in support of fulfilling above requirements:

(a) Profile of the firm indicating expertise in handling/installation of the equipments/Instruments to be supplied.

(b) A brochure for handling each of the equipment/instruments to be supplied.

(c) A certificate issued by a practicing chartered/cost accountant certifying the Annual Turnover and audited Balance Sheet and Profit and Loss Account etc.

(d) Copy of the quality certification if any, received by the organization.

- (e) **Documentary proof in respect of 1.0(a) above in the form of copies of respective contract/MOU , along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as -**
 - (i) **Satisfactory completion /performance report (OR)**
 - (ii) **proof of release of Performance Security after completion of the contract (OR)**
 - (iii) **proof of settlement/ release of final payment against the contract (OR)**
 - (iv) **any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. Documents, if any, in support of additional experience.**
 - (f) **Copy of authorization/MoU in respect of 1.0(b).**
 - (g) **The bidder must have sale tax etc. and related documents must be enclosed in support of them.**
 - (h) **An affidavit stating that the bidder has not been debarred/blacklisted by any State Govt./Central Govt. or any other organization including PSUs under the control of State/Central Govt.**
 - (i) **Documents in support of the experience as mentioned above at S. No. A(1) of part 2.**
 - (j) **Point-wise compliance statement of each specification of the instruments/equipment must be provided failing which it can be treated as non compliance**
 - (k) **Bidder must highlight the desired specifications in the catalogue failing which it can be treated as non compliance**
 - (l) **A certificate of Original equipment manufacturer (OEM) must be provided.**
- (B.) COMMERCIAL- BID SUBMISSION**
- (a) **Bids shall be uploaded under stage two bid systems, i.e. Technical bid and Price bid separately. Bids shall be rejected outright if the technical bid contains the prices. The Technical bid and Price Bid shall comprise all the components as per Clause 5.0 of Part I, failing which the bid will be liable for rejection.**
 - (b) **Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.**
 - (c) **EMD shall be furnished as a part of the technical bid. The amount of bid security shall be as specified in the bid document. Any bid not accompanied by a proper bid security will be rejected.**

4.0 Bids to be uploaded online on e-procurement portal in the given tender, no hard copy of bid required except original EMD, Undertaking & equipment catalogue need to be submitted original at CCRH, New Delhi on or before the last date & time.

5.0 Bids shall be typed or written in indelible ink and bid shall be signed by the bidder or his authorized representative on all pages failing which the bid may be liable for rejection.

6.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.

7.0 Bidders shall bear, within the quoted rates, the charges as applicable in respect of their personnel And Sub-Contractor's personnel, arising out of installation/commissioning/training of the equipment/instrument.

8.0 Any bid containing false statement will be rejected.

9.0 Bidders must quote clearly and strictly in accordance with the "Schedule of Rates" of bidding document; otherwise the bid will be summarily rejected.

10.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected-

- (i) Performance Guarantee Bond Clause**
- (ii) Warranty Clause**
- (iii) CAMC Clause**
- (iv) Force Majeure Clause**
- (v) Tax Liabilities Clause**
- (vi) Arbitration Clause**
- (vii) Acceptance of Jurisdiction and Applicable Law**
- (viii) Liquidated damage cum penalty clause**
- (ix) Safety & Labour Law**
- (x) Termination Clause.**

12.0 Bidders, whose proposal for technical collaboration/ joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary are required to submit copy of Govt. approval on their application prior to date of price bid opening.

13.0 Bids received after bid closing date and time will be rejected.

C. GENERAL

1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the CCRH, New Delhi or DR. D.P.R. CRI(H), Noida has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by CCRH, New Delhi or DR. D.P.R. CRI(H), Noida. The loading so done by the CCRH, New Delhi or DDPR CRI(H), Noida will be final and binding on the bidders.

2.0 To ascertain the substantial responsiveness of the bid, the CCRH, New Delhi or DDPR CRI(H), Noida reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the CCRH, New Delhi or DDPR CRI(H), Noida failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BRC contradicts with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC)

The bids will be evaluated on the basis/ parameters given below:-

Stage-I

The Technical Bid will be opened in the presence of bidders, who choose to be present during bid opening and will be checked for the availability of all the required documents and evaluated on the basis of uploaded/submitted documents.

Stage-II

Bidder qualifying as per the technical evaluation criteria in stage-I, will have to make presentation on the instruments/equipment on specified date and time. Presentation should show its successful installation and performance of the items to be supplied by the Bidder before the Evaluation Committee constituted for the purpose by the Competent Authority.

“The price bid of only those bidders will be opened whose presentation is found to be satisfactory by the Evaluation Committee.”

Stage -III

Financial bid of all those bidders, whose presentation has been found to be satisfactory by the Evaluation Committee, will be opened in the presence of the representatives of the concerned bidders who wish to be present. The price quoted by each bidder, will be announced.

CCRH, New Delhi reserves the right to reject any or all the offers without assigning any reason.

END OF PART-2

PART - 3
SECTION-I

GENERAL CONDITIONS OF TENDER

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means agreement entered into between DDPR CRI(H), Noida and Bidder, as recorded in the Agreement Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Price" means the cost of the instrument/equipment (all taxes and other charges) payable to Bidder including under the Agreement for equipment/instruments supplied to DDPR CRI(H), Noida
- c) "The Work" means each and every activity required for supply and successful installation/operationalisation/performance of the Instruments/equipment described in Section II of the Terms of Reference.
- d) "DDPR CRI(H), Noida" means the Dr. D.P. Rastogi Central Research Institute of Homoeopathy, Noida, A Research Institute under Central Council for Research in Homoeopathy (CCRH), New Delhi-58, an autonomous body under Ministry of AYUSH
- e) "Contractor" means the Bidder supplying the Instruments/equipment under this Contract/Agreement.
- f) "Contractor's Personnel" means the personnel deputed by the Bidder for supply/installation/operationalisation/training of the equipments/instruments under this Contract/Agreement.
- g) "DDPR CRI(H), Noida, Personnel" means the personnel to be provided by DDPR CRI(H), Noida under this Agreement.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the date DR. D.P.R. CRI(H), Noida notifies Bidder in writing (through Letter of Award) that it has been awarded the Supply Order.

2.2 DATE OF COMMENCEMENT OF CONTRACT: As per Section III (Special Terms & Conditions).

2.3 DURATION OF CONTRACT: As per Section III (Special Terms & Conditions).

3.0 GENERAL OBLIGATIONS OF BIDDER: Bidder shall, in accordance with and subject to the terms and conditions of this agreement:

3.1 Perform the work described in the Terms of Reference (Section-II) in most competent manner

both technically & systematically and also in most economic and cost effective manner.