

निविदा सूचना

भारत सरकार
उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय
उपभोक्ता मामले विभाग
महानिदेशक का कार्यालय
राष्ट्रीय परीक्षण शाला
सेक्टर-5, सी.पी.ब्लॉक, साल्टलेक, कोलकाता-700091.

निविदा सं. : एनटीएच/कैल/सीपीएस / एमटीएच/सीएच/14(1)/एचपीएलसी/2015-16 दिनांक 31.07.2012

एनटीएच/कैल/सीपीएस / जीयूडब्ल्यू/एमइ/पीयूआर/201516/19

एनटीएच/कैल/सीपीएस / एनआर/सीएम/2015-16/10

एनटीएच/कैल/सीपीएस / एनडब्ल्यूआर/2015-16/सीएचइएम/37

एनटीएच/कैल/सीपीएस / सीएच/8/एस/प्लान

जमा करने की तिथि : 02.09.2015 के अपराह्न 12.30 बजे

दिनांक 02.09.2015 को 3.00 अपराह्न खुलेगी।

राष्ट्रीय परीक्षण शाला के पक्ष में निम्नलिखित मद पर निर्धारित निविदा प्रपत्र में मुहरबंद निविदा आमंत्रित की जाती है ।

मद	भंडार का विवरण	मात्रा	इएमडी
1	रापशा, (पू.क्षे.) कोलकाता, (द.क्षे.) चेन्नई, (उ.क्षे.) गाजियाबाद, (उ.प.क्षे.) जयपुर एवं (उ.पू.क्षे.) गुवाहाटी में रसायन प्रयोगशाला के लिए निविदा जांच सेट के साथ संलग्न विस्तृत विशिष्टियों के अनुसार “ <u>अल्ट्रा हाई परफार्मेंस लिक्विड क्रोमाटोग्राफिक (यूएचपीएलसी) सिस्टम</u> ” अनुसंग के साथ, की अधिप्राप्ति।	पांच (5)	रु.2,50,000/- तकनीकी दर के साथ अलग लिफाफे में बैंक गारंटी के रूप में प्रस्तुत करना होगा।

इच्छुक निविदाकर्ता को सहायक निदेशक (क्रय) राष्ट्रीय परीक्षण शाला, सीपी ब्लॉक, सेक्टर- V, साल्टलेक, कोलकाता-700091 से निविदा प्रपत्र (अहस्तांतरण योग्य) प्राप्त करके, महानिदेशक, राष्ट्रीय परीक्षण शाला, कोलकाता के नाम कोलकाता के किसी भी बैंक में भुगतान योग्य रु.100.00 प्रति सेट के लिए, डिमाण्ड ड्राफ्ट के साथ आवेदन पत्र जमा देना होगा । (रु.25.00 अतिरिक्त डाक शुल्क लिया जाएगा यदि निविदा सेट भारत में पंजीकृत डाक द्वारा भेजा जाय एवं रु.100.00 अतिरिक्त लिया जाएगा यदि निविदा सेट हवाई डाक के जरीए विदेश से प्राप्त हो) निविदा कागजात हमारे कार्यालय के वेबसाइट www.nth.gov.in से डाउनलोड भी किया जा सकता है। कोटेशन जमा देते समय रु.100.00 का डिमांड ड्राफ्ट निविदा खर्चा के रूप में अवश्य संलग्न करना होगा

TENDER - NOTICE

GOVT. OF INDIA
MINISTRY OF CONSUMER AFFAIRS, FOOD & PUBLIC DISTRIBUTION
DEPARTMENT OF CONSUMER AFFAIRS
NATIONAL TEST HOUSE
BLOCK-CP, SECTOR-V, SALT LAKE, KOLKATA – 700 091.

TENDER NO: NTH / CAL / CPS / MTH / CH / 14(1) / HPLC / 2015-16
NTH / CAL / CPS / GUW / ME / PUR / 2015-16 / 19
NTH / CAL / CPS / NR / CM / 15-16 / 10
NTH / CAL / CPS / NWR / 15-16 / CHEM / 37
NTH / CAL / CPS / CH / 8 / S (PLAN)

Date: 31.07.2015

DUE DATE FOR SUBMISSION : 02.09.2015 at 12.30 p.m.

DUE FOR OPENING ON : 02.09.2015 at 3.00 p.m.

Sealed tenders on the prescribed tender format are invited on behalf of National Test House for the following item:-

ITEM NO	DESCRIPTION OF STORE	QUANTITY	EMD
1.	Procurement of “ ULTRA HIGH PERFORMANCE LIQUID CHROMATOGRAPHIC (UHPLC) System ” for Chemical Laboratory as per detailed specification enclosed with the Tender Enquiry Set, for NTH(ER), Kolkata, NTH(SR), Chennai, NTH(NR), Ghaziabad, NTH(NWR), Jaipur & NTN(NER), Guwahati	FIVE (5)	Rs. 2,50,000 /- (To be submitted in a separate envelope along with the Technical Bid in the form of Bank Gurantee)

Interested tenderers may obtain the tender form (Non-Transferable) from **Assistant Director (Purchase), National Test House, Block-CP, Sector-V, Salt Lake, Kolkata-700 091.** on submission of Demand Draft or pay order (non-refundable) payable at any Bank at Kolkata, of **Rs.100/- per set** (Rs.25/- will be charged extra as postal charge in case tender set, sent through Regd. Post in India and Rs.100/- will be charged extra for abroad by Air Mail) drawn in favour of **Director General, National Test House, Kolkata** alongwith an application. **Also, the Tender Documents may be downloaded from our official website: www.nth.gov.in.** At the time of submission of quotation Demand Draft of Rs. 100/- **must be enclosed** as cost of the Tender.

INSTRUCTIONS TO THE TENDERER FOR STRICT COMPLIANCE

The tenderer must go through all the points of Technical Specification (Annexure - A) and Commercial Terms and Conditions (Annexure – B) and submit the tender complete in all respect in regard to price, specification, delivery date and other particulars essential for taking purchase decision.

1. The Tender is to be submitted under **“TWO BID” system**. Viz. Two separate sealed covers one should contain **Techno Commercial bid** and other should contain **Price bid**. Both the covers are to be superscribed separately as “Techno Commercial bid” and “Price bid” and **packed in one sealed cover**. The Techno Commercial bid should be a replica of price bid without price to evaluate all the Techno Commercial aspects.
2. **Bid Security/Earnest Money Deposit** amount in the form of Bank / Demand Draft is to be **furnished with Techno-Commercial bid only**, failing which the offer will be summarily rejected.
3. The Bid Security / EMD amount will be returned to the unsuccessful Tenderer as per GFR norms. It will be returned to the successful Tenderer after receipt of the performance Security.
4. The Tenderers who are registered with NSIC for the supply of the particular store(s) proposed to be purchased are exempted from furnishing EMD. The validity of the registration should be at least till the date of opening of the tenders. The firm has to submit the copy of the valid registration certificate from NSIC for the particular store(s) .
5. On the day of Tender opening only the **Techno-Commercial Bids will be opened**. Price / Commercial bid will be opened on a fixed later date for the successful technical bidders.
6. The cover containing quotation should be sealed and superscribed ‘Tender No’ , 'Due date of Opening' & 'Description of Store'. The Tender can be delivered by hand in the Tender Box kept in the Office of **The Director General, National Test House (HQ), at C.P. Block, Sector-V, Salt Lake, Kolkata – 700 091 / to the office of The Assistant Director (Purchase) in the same address or can be posted in the same address. Covers not superscribed appropriately are liable to be ignored.**
7. It is responsibility of the tenderers to see that their tenders reach the office of NTH at the above address by due date and time. The fact of having posted an offer in time will not bind the NTH in case such an offer is delayed in the post of mislaid/misdirected due to incomplete or incorrect superscription or other caused, to consider the offer.
8. Authorized representative of the tenderer with an authority letter may attend the Tender Opening.
9. **VALIDITY OF TENDER: Offer should remain valid for 180 days from the date of opening of tender** and there should be clear mention in the Tender to that effect.
10. The validity of Bank / Demand Draft for EMD should be extended suitably by the tenderer, if need be, until the order contract materializes as per situation & desire of the purchaser. No interest will be payable by the purchaser on the Earnest Money.
11. The Bid Security / Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends or impairs or derogates the offer in any respect within the period of validity of the tender.

12. **SPECIAL CONDITIONS:** The Indian Agent, if submitting the quotation on behalf of their Principal (i.e. Foreign Supplier), they should ensure & submit the following:
- i) Foreign Principals Pro-forma Invoice indicating the commission payable to the Indian Agent (in the price bid only).
 - ii) Copy of the Agency Agreement with the foreign Principal and the price relationship between them and their mutual interest in the business.
 - iv) The firm should take care after sales service and requisite spare should be made available to the lifetime of the equipment after expiry of the Guarantee / Warrantee period.
 - v) As regard foreign purchase, the bank charges on opening of the Letter of Credit out side India are to be borne by Beneficiary.
13. Any correction of error on the quotation should be duly authenticated by the person signing the quotation. Over writing should be avoided.
14. The tender along-with all enclosures **MUST BE SIGNED AND STAMPED BY THE AUTHORIZED PERSON, OTHERWISE TENDER WILL NOT BE ACCEPTED.**
15. The office of the National Test House reserves the right to accept or reject any Tender or all the Tenders without assigning any reason to the Tenderer.
16. Any kind of canvassing in regard to the offered stores after submitting Tender will be treated as disqualification.
17. The Tender not received on "Two Bids" basis will summarily be rejected.
18. **FAX OR TELEGRAPHIC TENDER WILL NOT BE ACCEPTED.**
19. **TENDER RECEIVED AFTER THE DUE DATE AND TIME AS INDICATED ON THE TENDER ENQUIRY WILL NOT BE ACCEPTED.**

A. TECHNO-COMMERCIAL BID:

The Techno-Commercial Bid must be submitted in **TRIPLICATE** (for 1 number of equipment) / in **QUADRIPLICATE** (for 2 number of equipments)/ **and so on** consisting of the following:

- 1. **Technical literature / Catalogue of Quoted Model** clearly showing the details technical features.
- 2. List of items comprising the equipment and their assembly.
- 3. List of accessories to be supplied alongwith the equipment for proper operation, clearly indicating their quantities.
- 4. List of spares and the tools alongwith price essential for maintenance and operation for the period of five years after expiry of warrantee period.
- 5. Technical compliance statement in the following format:

Sl.No.	Tender enquiry specification (Annexure-A)	Quoted Specification	Deviation	Remarks
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Please avoid stating "**We Comply / Complied**", actual technical data must be indicated.

- 6. Commercial Terms and Conditions **without mentioning price.**

7. **PERFORMANCE STATEMENT:** List of purchaser along-with their complete postal address to whom the quoted model has been supplied and **Performance Certificate** preferably from **Govt. / Semi Govt. / Autonomous Bodies or Universities** in original or attested Xerox copy stating clearly the period of performance.
8. The bidder, if submitting the quotation on behalf of their Principal (i.e. Foreign Supplier) must submit certificate from Principal (i.e. Foreign Supplier) that they are the only authorized agent in India on their behalf for sales & service of their product.

B. PRICE BID:

The **Price bid** must be submitted in **TRIPLICATE** consisting of the following:

1. Price break-up

(a) **FOR INDIGENOUS EQUIPMENT:**

1. Ex-works price & price on door delivery basis.
2. Taxes and Duties, if legally leviable.
3. Annual Maintenance Charge after expiry of warrantee period.

(b) **FOR IMPORTED EQUIPMENT:**

1. Ex –works price.
2. F.C.A. / F.O.B charge including packing and forwarding upto Nearest Air / Sea Port.
3. C.I.P. / C.I.F. Charge (Sea / Air Freight upto Nearest Indian Sea / Airport of destination)
4. Insurance.
5. Port clearance charge and Inland Freight upto the site of the erection.
6. Indian Agency Commission, **to be quoted in Indian Rupees and is mandatory.**
7. Annual Maintenance Charge after expiry of warrantee period.

2. Compliance statement of Price in the following format :

Sl.No.	Items required as per T/E Specification	Items offered / quoted	Price
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3. Compliance statement of Commercial Terms and Conditions (Annexure-B) in the following format:

Sl.No.	Commercial Terms and Conditions of Tender	Acceptance	Remarks
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4. Attested xerox copy of **LATEST INCOME TAX CLEARANCE CERTIFICATE AND SALES TAX CLEARANCE CERTIFICATE.**
5. In case of imported store, a copy of **PRINCIPAL PROFORMA INVOICE AND ATTESTED COPY OF AGENCY AGREEMENT WITH THE PRINCIPAL SHOWING CLEARLY THE PERCENTAGE OF THE AGENCY COMMISSION AND PERIOD OF VALIDITY OF AGENCY.**

6. The details for e-payment may be provided as follows:

Name and address of the Beneficiary

Bank Name:

Branch Name:

City:

State Name:

IFSC:

Account No.:

Type of A/C:

7. Registration certificate with DGS&D or any GOVERNMENT OF INDIA BODY for the subject store along with the principal.
8. The store must be supplied within Two Months from the date of issue of order.
9. The **price not quoted for any item/accessory clearly will be assumed as included in the basic price** and claim of the same will not considered after opening of the tender.

ANNEXURE-A

Technical Specification of Ultra High Performance Liquid Chromatographic (UHPLC) System for Chemical Laboratory of NTH(ER), Kolkata, NTH(SR), Chennai, NTH(NR), Ghaziabad, NTH(NWR), Jaipur & NTN(NER), Guwahati

Seven (7) copies of Technical Bids are to be submitted

Application and scope of work : The High Performance Liquid Chromatograph should be supplied with all accessories, kit etc. for analysis of most of the non-volatile toxic compounds like Poly Aromatic Hydrocarbon (PAH), Pesticide Residues, Phenolic Compounds etc. in the drinking water to the lowest possible detection limit

SI No	Item	Features & Specification
1.	HPLC Pump	Quaternary pump
2.	Vacuum Degasser	Integrated Degasser System, Number of channels: 4 or better
3.	Flow Rate Range	0.01 to 2 ml/min or better in 0.001ml/min increment
4.	Maximum Operating Pressure	15,000 psi or higher.
5.	Flow Accuracy & Precision	Flow Accuracy $\pm 1\%$. Flow precision: $< 0.075\%$ RSD
6.	Compositional accuracy & precision	Accuracy $\pm 0.5\%$ and precision of $< 0.15\%$ RSD
7.	Delay Volume	$< 400\ \mu\text{L}$
8.	Gradient Profiles	Able to generate gradient profiles including linear, step, concave, convex etc for interpretation of results
9.	Pump seal wash	Active seal wash should be available with dynamic check valves to avoid chocking of mobile phase.
10.	Column Compartment	Temperature range: 10°C below ambient to 80°C or better Column capacity: Minimum Three
11.	<u>Auto-sampler</u>	Suitable auto sampler with minimum 100 vials of 2ml capacity and injection volume range of $0.1\text{-}100\ \mu\text{L}$ (min)
12.	<u>PDA Detector</u>	
a.	Wavelength range	190-800 nm or higher
b.	Wavelength Accuracy	$\pm 1.0\ \text{nm}$
c.	Signal noise	$\pm 1 \times 10^{-5}\ \text{AU}$ or less, at 254 nm
d.	Cell Volume	$1.0\ \mu\text{L}$ or less
e.	Data Acquisition	80 Hz or better
f.	Light source	Should have Pre-aligned Deuterium Lamp with minimum life 2000 hrs
g.	Spectral Resolution	Spectral Resolution/Optical Band-pass: 1.2 nm per photodiode with a total of minimum 512 photodiodes
h.	Signal drift	$1.0 \times 10^{-3}\ \text{AU/h}$ or less
13.	<u>Fluorescence Detector</u>	
a.	Light source	Xenon flash lamp or any suitable source with minimum life 2000 hrs
b.	Wavelength Range	200 to 880 nm (Excitation) 220 to 900 nm (Emission)
c.	Bandwidth	20 nm (Both Excitation and Emission)
d.	Wavelength accuracy	$\pm 3\ \text{nm}$
e.	Wavelength repeatability	$\pm 0.25\ \text{nm}$

SI No	Item	Features & Specification
14.	SOFTWARE	<ul style="list-style-type: none"> The Chromatography software (at least three user license) should be embedded with data base preferably Oracle The software should provide all the functionality that a laboratory staff needs to efficiently work with chromatography data. The software should have robust peak integration capabilities, with effective detection of Low level peaks on noisy or sloping baselines. N.B. Unlicensed software will not be accepted
15.	Columns	<ul style="list-style-type: none"> C8, C18 and Florisil reverse phase columns – 2 each Suitable columns, Guard columns with <u>sub 2 micron particle size</u> for faster analysis of pesticide residues in packaged drinking water
16.	PC Requirements	Compatible latest version of PC with Monitor for operating the equipment with Software, Laser Printer, 2KVA online UPS with 30 minutes back up time, of indigenous make from reputed source to be quoted with break-up cost
17.	Spares & Consumables	Necessary spares & consumables should be quoted for trouble free performance of the Equipment for five years after expiry of warranty period of 60 (sixty) months. (optional requirement to be quoted with break-up cost)
18.	Special Conditions	All the detector and component should compatible with UHPLC Pump and of the UHPLC grade
		Provision for offered UHPLC system to be used as inlet for LC-MS or LC-MS/MS system in future
19.	Other Mandatory Requirement	The firm should mention the Detection Limit of all Pesticides and PAHs as per IS: 14543 -2004 for packaged drinking water of their quoted model and columns & the same is to be substantiated with certificate from Govt. Laboratory where identical model had been supplied & the same may also be cross verified by Scientist of NTH during evaluation of technical bid (before opening of price bid) & the same has to be arranged by bidding firm.
20.	Certified Reference Standard of Pesticides	Certified Reference Standard of all Pesticides as per IS: 14543 -2004 should be quoted with individual cost & name of quoted items are to be mentioned in the technical bid without price. (optional requirement to be quoted with break-up cost in price bid only)
21.	Other terms & conditions for <u>Compliance by the Bidder</u> :	
(i)	Two copies of Operation & Service Manual with electrical / electronics circuit diagrams should be provided along with the Machine.	
(ii)	Original Printed Literature of the Machine quoted along with accessories etc. should be included in the offer along with all <u>application notes</u> .	
(iii)	Accessories are to be <u>quoted with break up cost</u> .	
(iv)	The Instrument is to be installed, commissioned and demonstrated satisfactorily at NTH(ER), Kolkata, NTH(SR), Chennai, NTH(NR), Ghaziabad, NTH(NWR), Jaipur & NTN(NER), Guwahati free of cost.	
(v)	At least two scientists from each of the five regions of NTH namely NTH(ER), Kolkata, NTH(SR), Chennai, NTH(NR), Ghaziabad, NTH(NWR), Jaipur & NTN(NER), Guwahati should be trained free of cost for all types of instrument related works viz. operation, servicing, maintenance etc. for atleast 10 working days at the respective place of installation.	
(vi)	Warranty 60 (sixty) months from the date of satisfactory installation & commissioning of the equipment.	
(vii)	Instrument down time should be attended within 48 hours and the same is to be confirmed during submission of the bid.	
(viii)	Terms & conditions for servicing the machine (both CMC and AMC) after expiry of warranty period of 60 (sixty) months is to be quoted.	
(ix)	The manufacturer/supplier should submit the name of institute / organization <u>preferably from Govt. Sector</u> , with "Performance Certificate" where machine/ instrument of similar type & capacity has been supplied	

COMMERCIAL TERMS AND CONDITIONS

1. Price should be Firm and Final.

2. **TERMS OF PAYMENT**:

- A. FOR INDIGENOUS : 100% payment will be released on successful installation, commissioning and satisfactory performance.
- B. FOR IMPORTED EQUIPMENTS : (a) 90% of net FOB/FCA/CIF/CIP amount excluding Indian Agency Commission will be paid to the Foreign Principal through Letter of Credit on proof of despatch & on submission of required documents
- (b) 10% of net FOB/FCA/CIF/CIP will be paid on successful installation & commissioning of the equipment.
- (c) 100% of Indian Agency Commission will be paid to the Indian Agent in equivalent Indian Currency calculated on the basis of T.T. Buying Rate of Foreign Currency fixed by the State Bank of India on the date of acceptance of Tender, after installation, commissioning and successful performance.

3. **DELIVERY PERIOD** : The tendering firm should confirm that they would adhere to the delivery schedule as indicated in the tender enquiry, if not, they should indicate the earliest date by which they would guarantee delivery in the prescribed schedule to the tender, failing of which following condition will hold :-

- (a) The purchaser reserves the right to cancel the contract if the supplier fails to deliver the store within the delivery period fixed in Acceptance of Tender at the risk & expenses of the supplier and charge damages without any further reference to them and purchase or authorize the purchase elsewhere, on the account and at the risk of the supplier for the equipment not delivered or others of the similar description, in case equipment exactly complying with the particulars are not in the opinion of the purchaser which shall be final, readily procurable. If the contractor had defaulted in performance of the original contract, purchaser shall have right to ignore their tender for risk purchase or further purchase of other equipment in future even though the lowest.
- (b) The purchaser on receipt of request from firm may grant an extension but only on his discretion subject to the following conditions :-

3.1. The purchaser reserves the right to recover from the supplier **LIQUIDATED DAMAGE** @ 0.5% per week or part thereof up to maximum of the 10% of the equipment value.

- 3.2. That no increase in price on account of statutory increase in fresh imposition of taxes and duties leviable in respect of the equipment specified in A/T which takes place after the date of delivery period stipulated in the A/T shall be admissible.
- 3.3. That notwithstanding any stipulation in contract for increase in price on any other ground no such increase which takes place after the date of delivery period shall be admissible.
- 3.4. But nevertheless, purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of taxes and duties or on any ground whatsoever which takes place after expiry of the date of delivery.
- 3.5. The supplier has to bear all charges towards amendment of Letter of Credit.
- 3.6. The supplier must not despatch the equipment till such time an extension in terms of 3.1 to 3.5 above is granted by the purchaser. If the equipment are despatched before an extension letter as aforesaid is issued by the purchaser, the equipment shall be at the risk of the supplier and if the same are accepted by the consignee, the acceptance shall be deemed to subject to the conditions stated above.

NOTE: DELIVERY PERIOD MEANS:

- A. **FOR IMPORTED EQUIPMENT :** **DATE ON WHICH EQUIPMENTS
ARE DESPATCHED.**
- B. **FOR INDIGENOUS EQUIPMENT:** **DATE ON WHICH EQUIPMENTS
ARE RECEIVED BY CONSIGNEE**

4. TERMS OF DELIVERY :

A. FOR INDIGENOUS EQUIPMENTS : The equipments shall be delivered on door delivery basis at the premises of National Test House at the risk and expenses of the supplier. The transit insurance and freight up to the place of installation will not be paid by the purchaser.

B. FOR IMPORTED EQUIPMENTS : **F.O.B / F.C.A. & C.I.F. / C.I.P BASIS.**

5. INSTALLATION AND COMMISSIONING : Installation and commissioning of the equipment will done by the supplier **FREE OF CHARGE** at the consignee's premises. The supplier has to arrange for labour and others.

6. FREE TRAINING : Will be provided by the supplier to at least two scientists for routine maintenance and smooth running of the equipment at the destination.

7. INSPECTION : If not stated specifically the final inspection will be carried out by the consignee at the destination. The supplier should satisfy themselves that the equipments are in accordance with the terms of the contract and fully conform to the required specification by carrying out a thorough pre-despatch inspection. In case equipments are not found as per the tender specification the consignee will reject the equipment and the supplier must immediately replace the equipment. The rejected equipment will be at risk of the supplier who will be responsible for all loss, destruction, damage or deterioration of equipment from any cause whatsoever.

8. WARRANTY :

- i). Except as otherwise provided in the invitation to the tender, the contractor/seller hereby declares that the goods, stores articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **60 (sixty) months from the date of satisfactory installation & commissioning** that notwithstanding the fact that the Purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the period of 60 months the said goods / stores / articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify/replacement of the goods/stores/articles or such portion there-of as is found to be defective by the purchaser immediately or within a reasonable specified period as may be allowed by the purchaser in his discretion on an application made there-of by the contractor/seller, and in such an event, the **above mentioned warranty period shall be rectified & extended accordingly**, otherwise the contractor/seller shall pay to the purchaser such compensation as may arise by reason of the breach of the warranty herein contained.
- ii). Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price after expiry of warranty period.
- iii). Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of the lifetime requirements.
- iv). Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.
- v). The service engineer should visit on emergency, if required.

9. CONSIGNEE'S RIGHT OF REJECTION: The consignee reserve the right to reject the equipment or part, portion thereof which is not in conformity with the terms and conditions of contract whether on account of any loss, deterioration or damage or non performance of warranty terms. In case of rejection it is obligatory for the supplier to refund the payment received in respect of the rejected equipment within 14(Fourteen) days of receipt of intimation from the consignee about the rejection of the equipment & accordingly remove the equipment from the consignee's premises. The supplier shall be responsible for all loss, damage and deterioration of the equipment from any cause whatsoever.

10. SECURITY DEPOSIT : The successful tenderer must submit PERFORMANCE SECURITY DEPOSIT @ **10% of the total value of the contract** in the form of Bank Guarantee from any Nationalized Bank in India drawn in favour of the DIRECTOR GENERAL, NATIONAL TEST HOUSE, KOLKATA within 10 days of receipt of the order, **which should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.** The

security deposit is for due performance of the contract which is to be returned INTEREST FREE AFTER SUCCESSFUL COMPLETION OF THE WARRANTY PERIOD. In case of imported equipment the S/D amount is to be calculated at the bill selling rate published by the STATE BANK OF INDIA on the date of issue of the order/letter of intent. In case of failure, the supplier will commit breach of contract entitling the purchaser to cancel the contract and to recover damages from them to the extent of loss suffered as a result of repurchase effected at their risk and cost. The S/D must be submitted on specified proforma supplied along with the order.

11. PACKING : The supplier shall pack the equipment at their cost sufficiently and properly for transit by Rail/Road/Air and or Sea, so as to ensure their being free from loss or damage on arrival at the destination. All container (including packing cases, boxes, tins drums and wrapping) in which the equipment are supplied shall be considered as non-returnable and their cost have been included in the contract price.

12. PROVISION OF AFTER SALE SERVICE : The Supplier must indicate in their tender clearly that after sale service will be provided locally and undertake to attend the call of the consignee within 24 hours. They must also indicate the complete address and telephone no. of their local office. In case of imported equipment, the tenderer must certify that they have adequate service facility in India and can provide spare parts as & when required during the warranty period at free of cost and also on continuous basis at a price not in excess of the net F.O.B price for a period of five years after completion of warranty period.

13. PERFORMANCE STATEMENT : The supplier must submit a list of purchase along with the complete address to whom the subject equipment of the quoted model has been supplied and performance certificate from them in original or attested xerox copy stating clearly the period of performance.

14. The supplier must submit an attested xerox copy of valid **INCOME TAX CLEARANCE CERTIFICATE AND SALES TAX CLEARANCE CERTIFICATE** along with the tender.

15. ARBITRATION : In the event of any question, dispute or difference arising out of or in connection with this contract, the same shall be settled amicably by mutual consultations. If such resolution is not possible then the unresolved dispute or difference shall be referred to the sole Arbitration by person / persons appointed by the Director General, National Test House and shall be conducted at the Jurisdiction of Kolkata Court (India) only.

16. Two copies of service / operational manual must be supplied **FREE OF CHARGE** along with the equipment.

17. Please give an undertaking that the price quoted is not more than the price usually charged for the same/similar equipment from any Govt./Private Purchaser.

18. Please state clearly whether registered with D.G.S &D, New Delhi if so, an attested xerox copy must be submitted along with the tender.

19. Please state clearly that the business dealing with supplier has not been banned by any Govt. Dept. or not penalized by Income Tax Dept.

NOTE

THE TENDERER MUST NOTE THAT ALL POINT STATED ABOVE MUST BE ANSWERED ON SEPARATE SHEET FOR THEIR ACCEPTANCE OR OTHER-WISE AND SUBMITTED ALONG WITH THE BID (BOTH TECHNICAL & COMMERCIAL), FAILING WHICH TENDER MAY BE IGNORED WITHOUT ANY FURTHER REFERENCE TO THEM. IN CASE OF FALSE STATEMENT / FACT, ACTION AS PER THE LAW OF LAND WILL BE TAKEN. IT IS THE RESPONSIBILITY OF THE TENDERER THAT CORRECT / AUTHORISED PERSON SIGN IN THE TENDER.

SIGNATURE OF TENDERER :-----

NAME IN BLOCK CAPITAL LETTER :-----

CAPACITY IN WHICH TENDER IS SIGNED :-----

ADDRESS IN FULL :-----

BANK GUARANTEE FORMAT FOR FURNISHING E.M.D.

Whereas
(Hereinafter called the "Tender")
has submitted their offer dated
for the supply of
(Hereinafter called the "Tender")
know all men by these presents that we
ofhaving our registered office at
..... are bound upto
(Hereinafter called the "Bank")
.....in the sum of (Hereinafter
called the "Purchaser")

For which payment will 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.....20

THE CONDITIONS OF THIS OBLIGATION ARE :

4. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
5. If the tendered having been notified of the acceptance of his tender by the purchaser during the period of its validity.
4. If the tenderer fails to furnish the Security Deposit for the due performance of the contract.
5. Fails or refuses to execute the contract.

We undertake to pay 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 its is due to it owing to the occurrence of one or both the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of Bid validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of Bank)