

SECTION II – INSTRUCTION TO BIDDERS [I T B]

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INSTRUCTIONS TO BIDDERS { I T B }

A. INTRODUCTION

1. Source of funds

- 1.1 The expenditure to be incurred for this intended purchase will be met from the funds available with the purchaser named in the Schedule of Requirements. Hereinafter referred to as “the purchaser”

2. Eligible bidders

- 2.1 This invitation for bids is open to all suppliers, who fulfil the eligibility Criteria as well as the qualification criteria, incorporated in this document.

3. Cost of bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid including samples, drawings, literatures etc., if any. The purchaser will in no case be responsible or liable any such cost, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4. Content of bidding documents

- 4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- a) Instruction of Bidders (ITB)
 - b) General Conditions of Contract (GCC)
 - c) Schedule of Requirements
 - d) Technical Specification and Quality Control Requirements
 - e) Questionnaire
 - f) Bid Form and Price Schedules
 - g) Bank Guarantee Form for Bid Security
 - h) Manufacturer’s Authorization Form
 - i) Bank Guarantee Form for Performance Security
 - j) Contract Form
- 4.2 In case of any contradiction between the stipulations made in ITB & GCC and Schedule of Requirements, the stipulations incorporated in the Schedule of Requirements will prevail over the corresponding stipulations contained in the ITB and / or GCC.
- 4.3 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.

5. Clarification of bidding documents

- 5.1 A prospective bidder requiring any clarification in connection with the bidding documents may notify the purchaser in writing or by telex or cable at the purchaser's mailing address indicated in the Schedule of Requirements. The purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 21 (twenty one) days prior to the deadline for submission of bids prescribed by the purchaser. The purchaser, at its discretion, may send the relevant text of this correspondence (without identifying the source of inquiry) to all the prospective bidders, which have received the bidding documents.

6. Amendment of bidding documents

- 6.1 At any time prior to the deadline for submission of bids, the purchaser may, for reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 6.2 The amendment will be notified in writing or by telex or cable to all prospective bidders, which have received the bidding documents and will be binding on them.
- 6.3 In order to provide the prospective bidders with reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids and other allied time frame having linkage with that deadline.

C. PREPARATION OF BIDS

7. Language of bid

- 7.1 The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser; shall be written in English language. Supporting documents and printed literature furnished by the bidder may be written in other languages, provided they are accompanied by an English translation of their relevant passages in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 7.2 The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser; may also be written in Hindi language, provided that the same is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

8. Document constituting the bid

- 8.1 The bid submitted by the bidder shall comprise of the following documents:
- a) A bid form and a price schedule in accordance with ITB clauses 9, 10 and 11.
 - b) Documentary evidence established in accordance with ITB clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

- c) Documentary evidence established in accordance with ITB clause 14 that the goods and ancillary services to be supplied by the bidder conform to the bidding documents.
- d) Bid security furnished in accordance with ITB clause 15.
- e) The questionnaires (Attached as Annexure..... With the bidding documents) duly filled in.

Note: A bid, which does not fulfil any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be declared unresponsive and summarily rejected.

9. Bid form

- 9.1 The bidder shall complete the bid form and the appropriate price schedule furnished in the bidding documents in section IX/ 1, indicating, inter alia, for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

10. Bid Prices

- 10.1 The bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders, are allowed the option to submit the bids for any one or more schedule specified in the 'Schedule of Requirement' and to offer discounts for combined schedules, However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

- 10.2 Prices indicated on the price schedule shall be entered separately in the following manner:

- 1. For goods offered form within India:-
 - a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the –shelf, as applicable, including customs; excise and any other duties and sales and other tales already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory or on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off –the-shelf.
 - b) Any sales or other taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded.
 - c) Chares for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination. The final destination is specified in the Schedule of Requirements.

and

- d) the price of incidental services as and if listed in Schedule of Requirements.

- e) Any element of cost, taxes, duties, levies etc, not specifically indicated in the bid, shall not be paid by the purchaser.

II. For goods offered from abroad-

- a) The price of goods shall be quoted CIF port of entry in India or CIP named place of destination in India as and if specified in the Schedule of Requirements in quoting the prices; the bidder shall use ocean transportation through Indian flag vessels of Indian origin or through vessels of Shipping Conference Lines in which India is a member country. Similarly, the bidder may obtain insurance services form any nationalized insurance company in India.
 - b) The price of goods shall be quoted FOB port of shipment, as and if specified in the Schedule of Requirements.
 - c) Changes for inland transportation, Insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, which is specified in the Schedule of Requirements.
 - d) The price of incidental services as and if listed in the Schedule of Requirements.
 - e) Any element of cost, taxes, duties, levies etc. not specifically indicated in the bid, shall not be paid by the purchaser.
- 10.3 The terms FOB, CIF, CIP etc, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the international Chamber of Commerce, Paris
- 10.4 The bidder's separation of the price components in accordance with ITB clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.
- 10.5 Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements if the requirement is for a fixed price bid, a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB clause 23.

11. Bid currencies

- 11.1 For domestic goods prices shall as quoted in Indian rupees only. Commission of Indian Agent, if payable, shall be quoted in Indian Rupees only in a manner as specified in ITB Clause No. 12.2 For imported goods prices shall be quoted other in Indian rupees or in the currency of the country of origin of goods. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

12. Indian Agent.

- 12.1** If a foreign bidder has engaged an agent in India in connection with its bid, it will be required to give the following information issue bid:
- I. The name and address of the Indian agent with their permanent income tax number.
 - II. The details of the services the agent will render
 - III. The amount of remuneration for the agent, included in the FOB component of the bid price.
- 12.2** The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees using the telegraphic transfer buying rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation.

13. Documents establishing bidder's eligibility and qualifications

- 13.1** Pursuant to ITB clause 8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2** The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the purchaser's satisfaction:
- a) that, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized (as per authorization form in section VII/3) by the good's manufacturer or producer to supply the goods in India.
 - b) that the bidder has financial, technical and production capability necessary to perform the contract and, also, it meets the criteria indicated in the Schedule of Requirements.
 - c) 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 equipped and able to carry out the supplier's maintenance, repair and spare parts stocking obligations prescribed by the conditions of contract and /or technical Specifications
 - d) that such an agent (w.r. to sub-para c above) is enlisted with Directorate General of Supplies & Disposals, Jeevan Tara Building, Sansad Marg, New Delhi-110 001, under the scheme of Ministry of Finance, Govt. of India for compulsory enlistment of Indian Agents.
 - e) If an agent in its bid submits quotations on behalf of more than one manufacturer, it is necessary that each such bid is accompanied by a separate bid form and bid security for each such quotation and authorization form the respective, manufacturer (as per authorization form in section VII/3). Otherwise all such quotations will be rejected as non-responsive.

14. Documents establishing good's eligibility and conformity to bidding document.

- 14.1 Pursuant to clause 8, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.
- 14.2 The documentary evidence for eligibility of the goods and services shall consist of a statement in the price schedule, about the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, data etc. and shall consist of:
- a) a detailed description of the goods' essential technical and performance characteristics,
 - b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years (or more, if specified in the schedule) following commencement of the use of the goods by the purchaser;
- and
- c) a clause-by-clause 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':
- 14.4 For purposes of the commentary to be furnished to ITB clause 14.3c above, the bidder shall note that the standards of workmanship, material and equipment and references to brand names or catalogue numbers. If any designated by the purchaser in its 'Technical Specifications' are instanced to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those mentioned in the 'Technical Specification'

15. Bid Security

- 15.1 Pursuant to clause 8, the bidder shall furnish as part of its bid, a bid security of an amount specified in the Schedule of Requirements.
- 15.2 The bid security is required to protect the purchaser against risk or bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB clause
- 15.3 The bid security shall be denominated in the currency of the bid or in Indian Rupees and shall be in one of the following forms:

- a) Demand draft on a scheduled commercial bank in India, drawn in favour of the designated officer of the purchase organization and payable at a place as indicated by the purchaser in the Schedule of Requirements.
- b) A bank guarantee, issued by a scheduled commercial bank in India or a bank abroad, duly confirmed by a scheduled commercial bank in India in the form provided in the bidding documents under section VII/2 and valid for 45 days beyond the validity of the bid.

15.4 Any bid from a bidder, not secured in accordance with ITB clause

15.1 and 15.3 will be summarily rejected by the purchaser, as non-responsive, pursuant to ITB clause 24.

15.5 Unsuccessful bidders' bid security will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, pursuant to ITB clause 16, but, barring any unforeseen circumstances, not later than 45 days of the award of contract.

15.6 The successful bidder's bid security will be discharged/returned upon the bidder, signing and accepting the contract pursuant to ITB clause 33 and furnishing the performance security, pursuant to ITB clause 34.

15.7 The bid security may be forfeited:

a. if a bidder:

I. withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form: or

II. does not accept the correction of errors pursuant to ITB clause 24.2

b. in the case of successful bidder, if the bidder fails:

I. to accept and sign the contract in accordance with ITB clause 33; or

II. to furnish performance security in accordance with ITB clause 34.

16. Period of validity of bids

16.1 Bids shall remain valid for acceptance for 90 (ninety) days after the date of bid submission prescribed by the purchaser, pursuant to ITB clause 19. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

- 16.2 in exceptional circumstances, the purchaser may solicit the bidder's consent of an extension of the period of bid validity up to a specified period. The request and the response thereto shall be made in writing (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided under ITB clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.
- 16.3 if the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

17. Format and signing of bid

- 17.1 The bidder shall prepare two copies of the bid, clearly making them "Original Bid" and "Duplicate copy of Bid" respectively. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy of the 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 unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures or overwriting in the bid shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The front page of the bidding documents, containing the signature with date of the official (of the purchase organization) selling/dispatching the documents and the seal of that office must be returned in original by the bidder along with the original copy of the bid, failing which the bid is liable to be ignored.

D. SUBMISSION OF BIDS

18. Sealing and marking of bids

- 18.1 The bidder shall seal the original and the duplicate copy of the bid in separate envelopes, duly marking the envelopes as "Original" and "Duplicate" respectively. These envelopes shall then be sealed in an outer envelope. (In case more than two copies are required as per specific stipulation in the Schedule of Requirements, the copies of the bids shall be marked accordingly, like "Original" "Duplicate", "Triplicate" and so on. Each copy of the bid shall be sealed in a separate envelope and these envelopes shall then be sealed in an outer envelope)
- 18.2 The inner and outer envelopes shall be:
- a) Addressed to the purchaser at the address given in the Schedule of Requirements.

- b) bear the invitation for bids (IFB) number and the words “DO NOT OPEN BEFORE.....* (* The time and date of bid opening, as specified in the Bid Date Sheet shall be indicated here).
- 18.3 Each inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” or if the invitation of bids (IFB) is cancelled.
- 18.4 If the outer envelope is not sealed and marked as required by ITB clause
- 18.5 the purchaser will not assume any responsibility for the bid’s misplacement or premature opening.
- 18.6 Bids sent by Telegram, Telex, cable or facsimile are not acceptable and will be rejected.

19. Deadline for submission of bids

- 19.1 Bids must be received by the purchaser at the address specified under ITB clause 18.2 not later than the time and date specified in the Schedule of Requirements and the purchaser will provide a receipt (inter alia containing time and date of receipt) for the same. If that specified date happens to be a closed holiday for the purchaser, the bids will be ‘received up to the appointed time on the next working day. If the Schedule of Requirements provides for receipt of bids through “tender box”, the bids shall be submitted accordingly as per the instruction given in the Schedule of Requirements.
- 19.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB clause 6, 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.

20. Late bids

- 20.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, pursuant to ITB clause 19, will be rejected and/or returned to the bidder.

21. Modification and withdrawal of bids

- 21.1 The bidder may modify or withdraw its bid after submitting the same, provided that written notice of the modification or withdrawal is received by the purchase prior to the deadline prescribed for submission of bids.
- 21.2 The bidders modification or withdrawal notice shall be prepared sealed, marked and dispatches in accordance with the provisions of ITB clause 18,A withdrawal notice may also be sent by telex or cable or facsimile, but the same must be followed by a signed confirmation copy. Postmarked not later than the deadline for submission of bids.

- 21.3 No bid may be modified subsequent to the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in are bid form. Withdrawal of a bid during this interval may result in forfeiture of the bidder's security pursuant to ITB clause 15.7

E. BID OPENING AND BID EVALUATION

22. Opening of bids by purchaser

- 22.1 The purchaser will open the bids in the presence of bidders' representative, who choose to attend, at the time, date and the place specified in the Schedule of Requirements.

If the specified date of bid opening is declared a holiday for the purchaser, the bid shall be opened at the appointed time and location on the next working day.

- 22.2 The representative of a bidder, who intends to attend the bid opening, shall bring with him/her a letter o authority from the bidder on the bidder's letter head, duly authorizing him/her to attend the bid opening. In the absence of such a letter of authority, the representative (S) will not be allowed to enter and attend the bid opening. The bidders' representative, who attend the bid opening, shall sign a register (which will be provided by the purchaser) evidencing their attendance.
- 22.3 The bidder's name, technical specifications of the goods offered, bid prices, discounts, the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 22.4 The purchaser will prepare appropriate minutes of the bid opening for its official record.

23. Clarification of bids

- 23.1 During scrutiny and evaluation of bids, the purchaser may, at its discretion, ask a bidder for a clarification of its bid. 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.

24. Preliminary examination of bids-unresponsive, substantially responsive & responsive bids

- 24.1 The purchaser will examine the bids to determine whether they are complete, whether the required bid validity is available, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. While examining the bids, the purchase will also keep in view the requirements as per ITB Clause 8.

- 24.2 Arithmetical errors, of any in a bid 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 there is a discrepancy between the words and figures, the amount in words shall prevail. If the supplier does not accept the correction of such errors, its bid will be rejected.
- 24.3 Prior to the detailed evaluation pursuant to ITB clause 26, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the requirements and terms & conditions of the bidding documents, including the specification and technical parameters of the goods as projected in the bidding document, without material deviations. Deviations form or objections or reservations to the bidding documents. Critical provisions, such as those concerning bid validity. Technical specification, performance security, warranty obligations, Force Majeure, taxes & duties and applicable law (governing the contract) will be deemed to be material deviations. Bids from an agent without proper authorization from the manufacturer as per ITB clause

13.2 (a), shall be treated as non-responsive.

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.

- 24.4 The purchaser may waive any minor infirmity. 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.
- 24.5 The conclusion drawn by the purchaser as to the substantial responsiveness or otherwise of a bid or consideration of a minor infirmity of non-conformity or irregularity in a bid is final.
- 24.6 if a bid is determined as 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.

25. Conversion to single currency

- 25.1 To facilitate evaluation and comparison of bids, the purchaser will covert all bid prices expressed in the amounts in various currencies in which the bid prices are payable, to Indian rupees at the BC selling market rate of exchange established by the State Bank of India for similar transactions as on the date of bid opening.

26. Evaluation and comparison of bids

- 26.1 The purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB clause 24 for each schedule separately. The bid for a schedule will not be considered if the complete requirements covered in the schedule is not included in the bid. However, as stated in ITB clause 10, bidders are allowed the option to bid for any one or more schedule and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the purchaser in deciding award (S) for each schedule.
- 26.2 The comparison shall be on CIP destination basis, duly delivered and commissioned (as the case may be) at the destination.
- 26.3 The purchaser's evaluation of a bid will include and take into account, in addition to bid price and price of the incidental services:
- a) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be payable on the goods if a contract is awarded to the bidder; and
 - b) In the case of goods of foreign origin offered from abroad, customs duties and other similar import duties/taxes, which will be payable on the goods if the contract is awarded to the bidder.
- 26.4 The purchaser's evaluation of bid will also take into account the following factors in the manner and to the extent specified in Schedule of Requirements and amplified in ITB clause 26.5:
- a) cost of inland transportation, insurance and other costs within India incidental to delivery of the goods to their final destination as stipulated in the Schedule of Requirements.
 - b) delivery schedule offered in the bid
 - c) the cost of components, spare parts and service,
 - d) the availability of spare parts and after sale service in India for the goods offered in the bid.
 - e) the projected operating and maintenance cost during the life of the equipment.
 - f) Specific additional criteria.

26.5 Pursuant to clause 26.4, following evaluation methods will be followed:

a. Inland transportation, insurance and incidentals:

Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the required destination as already indicated in the Schedule of Requirements. These cost, incurred in India, shall be quoted in Indian currency. Such costs will be added by the purchaser to the EXW/CIF/CIP bid price.

b. Delivery schedule:

The purchaser requires that the goods mentioned in the 'Schedule of requirements' shall be delivered at the destination within the time schedule specified therein. As and if necessary. The estimated time of arrival of goods from ex-works/port of entry to the destination will be calculated by the purchaser for each bid after allowing for reasonable transportation time based on the published tariff of Railways, appropriate Road Transport Agencies etc. Bids offering deliveries (as worked out on above lines), which are later than the specified delivery but within the allowable range (as specified in the Schedule of Requirements) will be adjusted during the evaluation by adding a factor equal to the percentage specified in the Schedule of Requirements. to the EXW/CIF/CIP price per week of variation from the specified delivery schedule.

c. Cost of components and spare parts:

I. the list of items and quantities of major assemblies, components and selected spare parts, likely to be required during the initial period of operation as specified in the Schedule of Requirements, is annexed to the Technical Specification. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

II. the purchaser will draw up a list of high usage and high value items of components and spare parts, along with the estimated quantities of usage in the initial period of operation as indicated in the Schedule of Requirements. The total cost of these items and quantities will be computed from the corresponding unit prices quoted by the bidder and added to the bid price

or

III. the purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Schedule of Requirements, based on the information furnished by each bidder, as well as on the past experience of the purchaser or other purchasers in similar situations. Such costs shall be added in the bid price for evaluation.

d. Availability of spare parts and after sales service facilities in India :

The cost to the purchaser of establishing the required service facilities and parts inventories, as outlined in the Schedule of Requirements or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- e. The projected operating and maintenance cost during the life of the equipment:

These costs, which form a major portion of the life cycle cost of the equipment, will be evaluated in accordance with the criteria specified in the Schedule of Requirements and / or in the Technical Specifications.

- f. Specific additional criteria :

Other specific additional criteria to be considered in the bid evaluation and the corresponding evaluation method shall be incorporated in the Schedule of Requirements and/or in the Technical Specifications.

27. Bidder's capability to perform the contract

- 27.1 The purchaser will determine to its satisfaction whether the bidder, which is selected as having submitted the lowest evaluated responsive bid, is qualified and prima facie capable to perform the contract satisfactorily.
- 27.2 The determination will take into account the bidder's financial, technical, and production capabilities for fulfilling all the requirements of the purchaser as specified in the bidding documents. This exercise will be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder. Pursuant to ITB clauses 2 and 13, as well as such other allied information as the purchaser deems necessary and appropriate.
- 27.3 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, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder's capabilities to perform satisfactorily.

28. Purchaser's right to vary quantities at the time of award

- 28.1 The purchaser reserves the right at the time of awarding the contract to increase or decrease by up to 25%, the quantity of goods and services specified in the schedule or requirements without any change in the unit price or other terms and conditions.

29. Contacting the purchase

- 29.1 From the time of the bid opening to the time of awarding the contract, if a bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.
- 29.2 Any effort by a bidder to influence the purchaser, in the purchaser's decision on bid evaluation, bid comparison or contract award shall result in the rejection of the bidder's bid, besides other suitable administrative actions against the bidder, as deemed fit by the purchaser.

F. AWARD OF CONTRACT

30. Award criteria

- 30.1 subject to ITB clause 28, the purchaser will award the contract to the successful bidder whose bid has been determined as the lowest evaluated bid, provided further that the bidder is determiner to be qualified and prima facie capable to perform the contract satisfactorily

31. Purchaser's right to accept any bid and to reject any or all bids.

- 31.1 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 the award to contract, without thereby incurring any liability, whatsoever, to the affected bidder or bidders.

32. Notification of award

- 32.1 Before the expiry of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by cable/fax/telegram/telex/ to be confirmed in writing by registered letter, that its bid has been accepted. The schedule (s) of requirement and the corresponding quantity of the item(s) ordered, which have been accepted, will inter-alia, be mentioned in the notification.
- 32.2 The notification of award will constitute the formation of the contract.
- 32.3 Upon the successful bidder's furnishing the performance security, pursuant to ITB clause 34, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB clause 15.

33. Signing of contract

- 33.1 At the same time as purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send to the bidder by registered post or speed post, the contract form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 Within twenty-one (21) days issue of the contract form by the purchaser, the successful bidder shall sign and date the contract and return it. to the purchaser by registered post or speed post.

34. Performance security

- 34.1 Within twenty-one (21) days issue of notification of award by the purchaser the successful bidder shall furnish the performance security in accordance with and as per the instructions incorporated in the general conditions of contract with regard to performance security.
- 34.2 Failure of the successful bidder to comply with the requirement of clause 33 or clause 34 shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

Part -1 of Schedule of Requirements (Section-IV)

Schedule-I

Sl. No.	Brief description of goods	Accounting unit	Quantity	Delivery Schedule

Amount of Bid Security:

SECTION VII/1

BID FORM AND PRICE SCHEDULES

Date

To,

**The Director,
INDIAN VETERINARY RESEARCH INSTITUTE
IZATNAGAR UP. 243 122 (BAREILLY)**

Ref. Your bidding documents No. dated

Having examined the above mentioned bidding documents, including addenda Nos..... (if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (description of goods and services) in conformity with the said bidding documents for the sum as shown in the price schedules, attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods and complete the services in accordance with the delivery schedule specified in the Schedule of Requirements after fulfilling all the applicable requirements incorporated in the above referred bidding documents.

If our bid is accepted, we will provide you with performance security. as per the instructions specified in GCC clause 7 and in a form acceptable to you in terms of GCC clause 7.5 for a sum equivalent to 10 % (ten percent) of the contract price for the due performance of the contract.

We agree to abide by this bid for the bid validity period specified in the ITB clause 15 (read with modification, if any, in the Bid Data Sheet) or for the subsequently extended period. If any, agreed to by us and it shall remain binding up on us and may be accepted at any time before the expiration of that period.

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

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

Dated this Day of 200

Signature
(in the capacity of)
Duly authorized to sign bid for and on behalf of

PART-2 OF SCHEDULE OF REQUIREMENTS (SECTION-IV)

SAMPLE FORMAT

Table of Clauses

1. Name of the Purchaser – **The Director ,
Indian Veterinary Research institute, Izatnagar**

2. Purchaser’s mailing address – **Asstt. Adm. Officer (P&S),
Indian Veterinary Research institute, Izatnagar-243 122, Bareilly.**

3. Price Structure -----
(ITB Clause 10.2/...../ ITB Clause 10.5)

4. Qualification criteria-----
(ITB Clause 13.2(b))

5. Bid Security-----
(ITB Clause 15.1)

- Etc.
- Etc.
- Etc.

PART-3 OF SCHEDULE OF REQUIREMENTS (SECTION-IV)

SAMPLE FORMAT

Table of Clauses

1. Inspection and Tests-----
(GCC clause 8)
2. Packing-----
(GCC clause 9)
3. Insurance-----
(GCC clause 12)

4. Distribution of dispatch Documents-----
(GCC clause, 13)
5. Incidental Services-----
(GCC clause 14)
6. Warranty -----
(GCC clause 17)
7. Payment-----
(GCC clause 17)
8. Prices -----
(GCC clause 18)
9. Resolution of disputes -----
(GCC clause 28)
10. Notices -----
(GCC clause 31)
11. Taxes and duties-----
(GCC clause 32)



**INDIAN VETERINARY RESEARCH INSTITUTE
IZATNAGAR , U.P.**

PH.No. 2310392

Fax No. 0581- 2303284

No.F.3-3/04-05/Import

Dated 28-8-2004

TENDER NOTICE

The Director, Indian Veterinary Research Institute, Izatnagar invites open tenders for the purchase of laboratory equipment as per details given below:-

SL No	Name of the equipment	Quantity Required	Earnest Money Rupees
1.	Computer Assisted Semen Analyzer	One	32,000.00
2.	Automatic Gel Documentation and highly Advanced Image Analysis System	One	6,000.00
3.	Laminar Flow	One	5,000.00
4.	Hydraulic Operation Table for large Animal	One	6,000.00
5.	Large Animal Anesthetic Machine	One	16,000.00
6.	Four Channel Polygraph (Computer Base)	One	16,000.00
7.	Circulatory Water Bath with cooling facility	One	4,000.00
8.	Positive Pressure Ventilator	One	16,000.00
9.	Real Time PCR	Three	3,00,000.00
10.	Electronic Weighing Balance Capacity 200 Kg	One	4,000.00
11.	Elisa Reader	One	10,000.00
12.	Table Top Refrigerated Centrifuge	One	9,000.00
13.	Horizontal Electrophoresis Apparatus	One	4,000.00
14.	Vertical Slab Gel Apparatus	One	4,000.00
15.	Thermal Cycler	One	18,000.00
16.	Bio Safety Cabinet	One	24,000.00
17.	Laminar Flow Bio Hazard Type III Vertical	One	8,000.00
18.	Bench Top Homogenizer	One	7,000.00
19.	Incinerator	One	72,000.00
20.	C-Arm Image Intensifier X-ray system	One	32,000.00
21.	Research Microscope with camera	One	40,000.00
22.	Refer grated table top centrifuge	One	18,000.00
23.	Radiation Monitor	One	4,000.00
24.	Deep freezer	One	12,000.00
25.	Submersible sewage water pump 9.5 to 10 K.W. and Submersible pump with borwell and supply pipes	Four (Two Sets Each)	6,000.00
26.	Sewage Submersible pump 12.5 H.P.	Two	12,000.00

27.	Refrigerated Micro centrifuge	One	10,000.00
28.	Phase contrast Microscope	One	12,000.00

Bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may obtain tender form alongwith specifications etc. from the Asstt.Adm.Officer (Purchase), IVRI Izatnagar on payment of Rs 220.00 either in cash or through bank draft (Non -Refundable) for each tender form during working days between 11.00 a.m. to 3.00 p.m.. Manufacturers/ Indian agents who desire to obtain the tender form by post, should send the bank draft for Rs. 270.00 in favour of ICAR –IVRI Unit payable at State Bank of India CARI branch Izatnagar (Code No.7027.). The tender form should be submitted as per following schedule:-

Last date of sale of tender form	6-10-2004 upto 3.00 P.M.
Date of acceptance of tender	7-10-2004 upto 5.00 P.M.
Date of opening of tender (technical bid)	8-10-2004 at 11.00 A.M.

Indian agents of foreign principals must submit their offer/tender alongwith original proforma invoice from their foreign principals. The vendors may send duly completed tender form as per instruction contained in the tender documents. Incomplete tenders or tenders received beyond date/time notified above shall be out rightly rejected.

The Director, IVRI, Izatnagar reserves the right to accept or reject any or all the tenders without assigning any reason there of. The tenders shall be opened as per schedule in the presence of intending tenderers who may like to be present at that time.

Asstt.Adm.Officer (P)



**INDIAN VETERINARY RESEARCH INSTITUTE
IZATNAGAR , U.P.**

PH.No. 2310392

Fax No. 0581- 2303284

No.F.3-3/04-05/Import

Dated 28-8-2004

INVITATION FOR BIDS(IFB)

The Director, Indian Veterinary Research Institute, Izatnagar invites open tenders for the purchase of laboratory equipment as per details given below:-

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3.	Laminar Flow	One	5,000.00
4.	Hydraulic Operation Table for large Animal	One	6,000.00
5.	Large Animal Anesthetic Machine	One	16,000.00
6.	Four Channel Polygraph (Computer Base)	One	16,000.00
7.	Circulatory Water Bath with cooling facility	One	4,000.00
8.	Positive Pressure Ventilator	One	16,000.00
9.	Real Time PCR	Three	3,00,000.00
10.	Electronic Weighing Balance Capacity 200 Kg	One	4,000.00
11.	Elisa Reader	One	10,000.00
12.	Table Top Refrigerated Centrifuge	One	9,000.00
13.	Horizontal Electrophoresis Apparatus	One	4,000.00
14.	Vertical Slab Gel Apparatus	One	4,000.00
15.	Thermal Cyler	One	18,000.00
16.	Bio Safety Cabinet	One	24,000.00
17.	Laminar Flow Bio Hazard Type III Vertical	One	8,000.00
18.	Bench Top Homogenizer	One	7,000.00
19.	Incinerator	One	72,000.00
20.	C-Arm Image Intensifier X-ray system	One	32,000.00
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24.	Deep freezer	One	12,000.00
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26.	Sewage Submersible pump 12.5 H.P.	Two	12,000.00
27.	Refrigerated Micro centrifuge	One	10,000.00
28.	Phase contrast Microscope	One	12,000.00

Interested eligible bidders may obtain further information from the office of Asstt. Adm. Officer (P&S) and inspect the bidding documents at the address given below from -----to 6.10.2003 during 10.00am to 5.00p.m. A complete set of bidding documents in English may be purchased by interested eligible bidder on the submission of a written application to the address given below and upon payment of a non-refundable fee of Rs. 270.00 or equivalent us dollars in the form of a Demand Draft/Cashier's Cheque/Certified Cheque, drawn on a Scheduled Commercial Bank in India, in favour of ICAR, IVRI Unit, Izatnagar, payable at State Bank of India, CARI Branch, Code 7027, Izatnagar. The bidding documents will be mailed by registered post/speed post to the domestic bidders and by international air mail to the foreign bidders. Extra expenditure for mailing the Bidding Documents will be Rs. ----- for domestic registered, post Rs----- for speed post and Rs. ----- for international air mail. The interested bidder should add the applicable postage cost indicated above in its non-refundable fee mentioned earlier. However, if a bidder so desires, the bidding documents can also be hand delivered to it on receipt of request letter and the applicable non refundable fee. Bid must be delivered to the address given below on----- or before. Late bids shall be rejected. All bids must be accompanied -----.

Bids, which will be received on time will be opened in the presence of the bidders, authorized representatives who choose to attend, at the address given below at-----

In the event of any of the above dates being declared as a holiday/closed day for the purchaser, the bids will be sold/received/opened on the next working day at the appointed time

Asstt. Adm. Officer (P)