

INDIAN DRUGS & PHARMACEUTICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

CIN No. U24231HR1961GOI003418

Old Delhi Gurgaon Road

Dundahera –Gurgaon (Haryana)

Phone No: - 0124-2455499, Fax No-0124-2455519

NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: IDPG/MM-3/ Refracto Meter/09/16

Dated: 08.10.2016

Sealed Tenders are invited from reputed manufacturers for supply, installation & testing of **Refractometer** Estimated cost **Rs. 5.00 lac** as per specifications mentioned in this tender. Interested parties, fulfilling eligible criteria are requested to submit duly filled tender documents in two bids system i.e. Technical Bid and Financial Bid specifying clearly on the Covers, addressed to **General Manager, IDPL Plant Office, Dundahera, Old Delhi-Gurgaon Road, Gurgaon, Pin- 122016**, Bids shall be submitted on or before 14:00 Hrs on 25.10.2016 and Technical Bid will be opened on the same date at 15:00 Hrs. Opening of Financial Bid will be informed, later only to the bidders qualifying in Technical Bid evaluation.

1. Interested bidders may obtain further information/clarification about this tender from the office of I.D.P.L Gurgaon
2. Bidders shall ensure that their tenders complete in all respects, are dropped in the Tender Box placed at I.D.P.L, Administration Block, Gurgaon, (Haryana) on or before the closing date and time failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time failing which the tenders will be treated as late tender and rejected.
3. All Bids must be accompanied by EMD. i.e. Rs. 10000.00 (Rupees Ten Thousand Only). Bids without EMD shall be rejected
4. General Manager, IDPL Gurgaon reserves the right to cancel or reject any or all bids at any stage prior to award of contract without assigning any reason.
5. Any dispute arising out of the advertisement shall be subject to the sole jurisdiction at Gurgaon.

SPECIFICATION OF INSTRUMENT

Automatic Refractometer with Peltier Temperature Control

Range (nD) 1.3 to 1.72
Resolution (nD) ± 0.0001
Accuracy (nD) ± 0.0001
Temp. Range 10°C to 60°C
Temp Precision 0.5°C
Brix measurement range 0 to 100%
Temperature control: Automatic with built in Peltier Thermo Module.
Data Interfaces: Port for printer connection, USB port.
Recording of data on system's internal memory.
Automatic temperature correction.
USP Compliance, IQ/OQ/PQ documents require. Warranty-As per tender condition

GENERAL INSTRUCTIONS FOR BIDDERS

Opening of bid:

- ✚ Technical bid will be opened at 15:00hrs.....
- ✚ Date and time for opening of Price Bid shall be informed latter, to parties who qualify in technical evaluation by committee members of I.D.P.L.
- ✚ In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- ✚ Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative's names & signatures and corresponding bidder's names and addresses.

Earnest Money Deposit:

- ❖ EMD in shape of bank draft from any scheduled bank, in favour of I.D.P.L, Gurgaon payable at Gurgaon, for the amount as applicable against each item must be attached with the technical bid.
- ❖ Unsuccessful bidder's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from bidders.
- ❖ Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

Eligibility Criteria:

- Only instrument Manufacturers/Authorized dealer/Suppliers can participate in this Tender.
- The Manufacturers should have, in last three years, supplied and installed at least one similar machine in compliances to WHO-GMP meeting major specification parameters mentioned in technical specification of this tender document.
- Average annual financial turnover during the last three years, ending 31st march of the previous financial year, should not be less than 50.0 lakhp.a
- The Purchaser reserves the right to ask for a free demonstration of the quoted instrument at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.
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Warranty Bond:

- 1.0 Successful bidder will have to submit warranty bond in the form of Demand Draft on any schedule bank in India or Bank Guaranty issued by any schedule Bank amounting to 5.0% of total value of the instrument/s.
- 2.0 The bank guaranty/Warranty bond shall be unconditional and shall be valid for the period of 15 months from the date of installation. In the event of any failure/default of the supplier, with or without quantifiable loss to the company, the amount of performance security is liable to be forfeited.
- 3.0 Warranty bond shall be returned to the party after completion of validity period and shall bear no interest.

List of documents:

Technical bid should consist of following documents:-

- Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.
- Profile of bidder and literature of instrument, with technical specifications, bidder intend to quote for.
- EMD as mentioned.
- Last three years audited financial statement (balance sheet and profit/loss a/c).
- Documentary evidence (purchase order and certificate of successful installation of instrument, issued by purchasers).
- In case the bidder offers to supply goods, which are manufactured by some other firm and the bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect.
- Copy of PAN Card.
- Sales Tax No / TIN No with proof of allotment.
- List of clients with address & Ph. No.
- Service Centre must be in Delhi NCR (enclose details address).

Some Important points for Bidders:-

- All these documents must be numbered, signed & stamped by Authorised Person and submitted along with Technical Bid. Non submission of any of the above documents may lead to rejection of the tender.
- Price Bid should be submitted as per the Price Bid Format. If the bidder submits the Price Bid in his own format and as a result of that if any ambiguity is created in comparison of offers/rates with other bidders, his bid will be liable to rejection.

- Price Bid should consist of party's quoted rates duly signed and stamped by authorized person.
- Bidders may quote for all items depending upon their production range. If all the items are not in their production range, they may quote for their manufacturing range items only.
- Price bid for each instrument should be kept in separate sealed envelope, mentioning the name of instrument on the envelope.
- Rates quoted should include all taxes and duties, transportation, Insurance, Loading/ Unloading etc. except Service Tax. Service Tax will be reimbursed as applicable
- Cost of extended warranty for 1st, 2nd & 3rd year, after initial warranty of one year, should be mentioned in space provided in price bid format of this tender document. If bidder does not enter the cost of extended warranty it will be assumed that rates quoted is inclusive of extended warranty and bidder will be bound to provide this service with no extra cost.
- A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- Tender sent by fax/telex/cable/electronically shall be ignored.
- Bidders are advised to go through all the contents of bid document with due care to avoid rejection of their bids due to overlooking the bid's required documents and terms & conditions.

Tender Validity

If not mentioned otherwise, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of opening of techno-commercial tenders prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ email followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

Rights

At the time of awarding the contract, the Company reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule without any change in the unit price and other terms & conditions quoted by the bidder.

If the quantity has not been increased at the time of the awarding the contract, the Company reserves the right to increase the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

Terms and Mode of Payment

Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in following manner:-

- 60% of contract value (excluding cost of extended warranty) will be paid, within 15 days from receipt of instrument/ material at site in good condition.
- Balance 40 % of contract value (excluding cost of extended warranty) payment would be made, within 15 days from successfully installation and testing of machinery/instrument. Payment for extended warranty (if company opts for extended warranty) shall be made at the time of starting extended warranty period of each year, on production of Bank guarantee for equal amount valid for the warranty period.
- The supplier shall not claim any interest on payments under the contract.
- Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the bidder at rates prescribed in I T Rules from time to time.

Completion Period for Supply, Installation and Testing

Bidder will be responsible for supply, installation&testing within one month from the date of awarding Purchase Order or Work Order as the case be.

The Party has to submit the I.Q., O.Q.& P.Q. certificates and get verified by QA & QC on the successful completion of the work.

Spare parts

If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations;

In case the production of the spare parts is discontinued:

Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

Warranty

- The bidder warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The bidder further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

- This warranty shall remain valid for 1 (one) year from the date of goods or any portion thereof as the case may be, have been installed at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise.
- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- Warranty will cover all accessories and the items.
- Replacement and repair will be under taken for the defective goods to the full satisfaction of the purchaser/Consignee.
- Proper marking has to be made for all spares for identification regarding installation and repair dates.
- In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be one year irrespective of any other period mentioned elsewhere in the bidding documents.
- Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- The supplier shall ensure continued supply of the spare parts for the machines and instruments supplied by them to the purchaser for 10 years from the date of installation and handing over.

Extended Warranty

Bidder, if required by purchaser, will be bound to extend warranty services at the rates mentioned in price bid of supplier, for the period purchaser intend for.

Sub Contracts

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else, except with the Purchaser's prior written permission.

Delays and Extension of Time

If in the opinion of the Company the supplies/installation are delayed or are expected to be delayed because of any of the following reasons, the supplies/ installation/testing period may be extended by such period as may be mutually agreed upon:

Force majeure

- Reason of any exceptionally inclement weather (if acceptable to the Company)
- By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, through the Contractor's own default.
- By the work's or delays of other contractors or tradesman engaged or nominated by the Company and not referred to in the Schedule of Quantities and / or specifications.

- By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the works / trades.
- By reason of Company instructions.

If and whenever it becomes reasonably apparent to the supplier that the progress of work is being, or is likely to be delayed, due to reasons not attributable to them, they shall forthwith give written notice to the Company explaining the circumstances including the cause or causes of such delay. Where the cause or causes of delay refers to any agency other than the supplier, a copy of such notice shall be sent to them also.

Penalty / Damages for delay

If the supplier fails to supply, install and commission the machinery/instrument within the schedule agreed upon, or within such extensions that may be granted to him, then the Company will be at liberty to deduct from the supplier's bills, by way of penalty a sum equivalent to 0.5% of the value of the contract for each week's delay subject to a maximum of 5% of the value of the contract.

Destinations for Deliveries (FOR) of Instruments will be as under:-

Indian Drugs & Pharmaceuticals Ltd.
Old Delhi Gurgaon Road
Dundahera –Gurgaon (Haryana)
Phone No: - 0124-2455499, Fax No-0124-2455519

General/ Miscellaneous Clauses

Bids should be submitted in sealed envelopes as mentioned below:

Cover (A)

Sealed envelope consisting of all the documents as required as per this tender document. All the documents should be self attested and stamped by authorised person. Cover should be superscripted as “COVER-A” “Tender No. IDPG/MM-3/Refracto Meter./09/16Dated: 08.10.2016 “Technical Bid”.

Cover (B)

Sealed envelope consisting of different envelop/s of Price Bid/s, as required as per this tender document .Cover should be superscripted as “COVER-B” “Tender No.IDPG/MM-3/RefractoMmeter./9/16Dated: 08.10.2016“will be intimated later” “Price Bid”.

Cover (C)

Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as “COVER-C” “Tender No. IDPG/MM-3/Refractometer./MM-3/09/16Dated:08.10.2016.

PRICE BID

S.No	Item	Qty	Rate
1.	NAME OF THE INSTRUMENT		
2	COST OF EXTENDED WARRANTY FOR 1 ST YEAR AFTER WARRANTY PERIOD.		
3	COST OF EXTENDED WARRANTY FOR 2 ND YEAR AFTER WARRANTY PERIOD.		
4	COST OF EXTENDED WARRANTY FOR 3 RD YEAR AFTER WARRANTY PERIOD.		
	<i>TOTAL (1+2+3+4)</i>		