



# Tender Document

**INDIAN INSTITUTE OF INTEGRATIVE MEDICINE CANAL ROAD  
JAMMU-180001, J&K (INDIA) Tel: 0191-2585032 TELE FAX: 0191-  
2585032.**

## INVITATION FOR BIDS / NIT

Ref. No: 15(604)18/P

Dated: 21.8.18

Director, Indian Institute of Integrative Medicine, Canal Road Jammu-180001, India invites sealed bids for the purchase of items listed below in two bid system electronically through e-procurement portal of NIC.

Sl. No.	Name of the Equipment / Services	Quantity	Tender No	EMD	Specification
1.	Prototype formulation and GMP batch preparation of capsules	As per details given in the specifications	15(604)17/P	Rs. 90000/-	As given in the Annexure -1 of the Tender Document

The bidders must submit bids in Two Bid System (Part-I Technical Bid & Part-II Price Bid) electronically on 19.9.18 at 3:00PM and shall be (Technical Bid only) opened on next day at 3.00 P.M. hours (IST). All bids must be delivered electronically at the date and time indicated above. Bids will be opened in the presence of Bidders & authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time. Interested Bidder may obtain further information from the office of the Stores & Purchase officer, Indian Institute of Integrative Medicine, Canal Road Jammu (J&K)-180001, India. The Director, IIIM, Jammu reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

## **TERMS & CONDITIONS**

### **1. Eligible Bidders**

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

### **2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **3. Fraud and corruption**

The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. As per CVO guidelines, Bidders, Suppliers, Contractors, Consultants, if any, observe highest standard of Integrity and must take E-Pledge on the website of CVO.

### **4. The Bidding Documents**

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. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all the parties enlisted for submission of bids.

### **5. Preparatio of Bids**

Language of Bid :The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Adhinyam, in that case views of Rajbhasha unit of CSIR may be sought.

### **6. Documents Comprising the Bid**

- (a) Bidder Information; (Technical Bid);
- (c) Service support details (Technical Bid);
- (d) Deviation Statement Form; (Technical Bid);
- (e) Performance Statement (Technical Bid);
- (f) Manufacturer's Authorization (Technical Bid);
- (g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; (Technical Bid);
- (h) Bid form; (Price Bid only);
- (i) Documents establishing goods eligibility and conformity to bidding
- (j) Applicable Price Schedule Form; (Price Bid only);

### **7. Bid form and price schedule**

The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with Tender Document.

### **8. BID Price**

- Price should be quoted on FOR IIM, Jammu clearly mentioning taxes, Packing forwarding, Freight, Insurance and other charges. The installation, commissioning, cost of spares, cost of optional items, Annual maintenance contract and training charges including any incidental services, if any.
- A certificate of rates is also to be attached by the supplier with the quotation that the rates quoted to IIM, Jammu is not higher than the rates quoted to any other CSIR Laboratory/Institute or Govt. Organization.
- Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. such offer shall be rejected as incomplete.

- The price quoted shall remain fixed during the contract period and shall not vary on any account .
- Discount: Institutional Discount, if any allowed should be mentioned specifically.
- All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

This Institute is exempted from payment of Entry Tax (for Scientific Goods only) , Excise Duty and Custom Duty as per notification no. 51/96- Customs. However from March 1<sup>st</sup> 2001 THE Government of Indi has imposed a advalorem Custom Duty upto 5% vide Notification 24/2002 – Customs on all imports covered under Notification No. 51/96 and necessary Duty Exemption Certificate can be issued accordingly.

#### **For Goods manufactured abroad**

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission charges, if any.
- (iv) The installation, commissioning, cost of spares, cost of optional items, Annual maintenance contract and training charges including any incidental services, if any.

The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Inco terms published by the International Chambers of Commerce, Paris.

#### **9. Bid Currencies**

Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

#### **10. Documents Establishing Bidder's Eligibility and qualifications**

Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods. In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

#### **11. Conditional tenders shall not be accepted.**

#### **12. Period of Validity of Bids**

Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity in writing . A Bidder granting the request will not be required nor permitted to modify its bid.

#### **13. Format and Signing of Bid**

The bids may be submitted in single part or in two parts as specified in the Invitation for Bids. The original and all copies 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 un-amended printed literature, shall be initialed by the person or persons signing the bid. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid. The inner and outer envelopes shall be addressed to the Purchaser indicated in the Tender Document , Tender No., and a warning "Do not open before ....." to be completed with the time and date as specified in the invitation for bids. Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the TOC without disclosing the price.

#### **14. Deadline for Submission of Bids**

Bids must be received by the Purchaser at the address specified in Invitation for bids not later than the time and date specified therein. Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

#### **15. E. Opening and Evaluation of Bids**

The Purchaser will open all bids electronically.

## 16 Confidentiality

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid. However to assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

## 16. Preliminary Examination

All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- a. The Bid is unsigned.
- b. The Bidder is not eligible.
- c. The Bid validity is shorter than the required period.
- d. The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- e. Bidder has not agreed to give the required performance security.
- f. The goods quoted are sub-standard, not meeting the required specification, etc.
- g. Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
- h. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

## 17. Non-Conformity, Error and Omission

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (d) Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

## 18. Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website could also be used by the purchaser.

## 19. Evaluation and comparison of bids

The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

### For goods manufactured in India

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning, cost of spares, cost of optional items, Annual maintenance contract, Comprehensive and Non-comprehensive AMC separately and training charges including any incidental services, if any.

### For goods manufactured abroad

- i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.
- (iv) The installation, commissioning, cost of spares, cost of optional items, Annual maintenance contract and training charges including any incidental services, if any.

The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively however, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

- (a) Towards customs duty and other statutory levies—as per applicable rates. (for Items on which duty is leviable as per extant customs tariff)
- (b) Towards custom clearance, inland transportation etc. -2% of the CIF/CIP value.

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

## **20. Award of Contract**

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period. Further the Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

## **21. Order Acceptance**

The successful bidder should submit Order acceptance within 15 days from the date of issue of Purchase Order/Contract.

## **22. Shipping Documents**

Details of Shipping and other Documents to be furnished by the Supplier are: For goods manufactured within India Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX. (a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value; (b) Packing list; (d) Insurance certificate, if required under the contract; (e) Railway receipt/Consignment note (f) Manufacturer's guarantee certificate and in-house inspection certificate; (g) Inspection certificate issued by purchaser's inspector, if any; and (h) Any other document(s) as and when required in terms of the contract. Note: 01. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s). 02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses For goods manufactured abroad Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX. (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.; (b) Packing list; (c) Certificate of country of origin; (d) Manufacturer's guarantee and Inspection certificate; (e) Inspection certificate issued by the Purchaser's Inspector, if any; (f) Insurance Certificate, if required under the contract; (g) Name of the Vessel/Carrier; (h) Bill of Lading/Airway Bill; (i) Port of Loading; (j) Date of Shipment; (k) Port of Discharge & expected date of arrival of goods; and (l) Any other document(s) as and when required in terms of the contract. Note: 01. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s). 02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

## **23. Insurance**

Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage. Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the

Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay. The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion.

#### **24. Transportation**

Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.

Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser’s country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

#### **25. Incidental Services Training & Spare Parts**

The supplier may be required to provide any or all of the services, including training, spare parts etc. if any.

#### **26. Warranty**

Warranty/Guarantee: Quotation should specifically mention the warranty clause. Other term, if any, can be made applicable only after mutual consent/acceptance of IIM & Supplier. The quotation should be unambiguous and Terms and Conditions are to be specified clearly. Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser. (DDP Incoterms, 2000) IIM, Stores, Jammu.

#### **27. Terms of Payment**

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in currency of the Contract in the following manner: (a) On Shipment: \_\_\_\_ (\_\_) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents . (b) On Acceptance: \_\_\_\_ (\_\_) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.

The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers’ account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value. Payment for Goods and Services supplied from India: The payment shall be made in Indian Rupees, as follows: (a) After shipment : \_\_\_\_ (\_\_) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 16.1 (b) On Acceptance: The remaining \_\_\_\_ (\_\_) percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any. Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable. All payments for Indigenous Supplier (INR) will be then RTGS E-payment gateway of SBI. Vendors are advised to submit particulars of/ Bank Account No./ IFSC Code etc in their Invoice.

Our standard mode of payment is “Payment after Delivery, inspection and satisfactory acceptance of material.”However advance payment can be considered against submission of Advance Bank Guarantee of equivalent Amount. Payment shall be made in currency as indicated in the contract.

*Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.*

#### **28. Change Orders and Contract Amendments**

The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser
- (b) the method of shipping or packing
- (c) The place of delivery ;and/or

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

**29. Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

**30. Subcontracts**

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

**31. Delivery**

Supply within the lead-time is the essence of the order and is to be specifically mentioned in the order. If the supplier fails to deliver any or all of the Goods or to perform the services within the period specified in the Contract the appropriate penalty shall be levied.

**32. Extension of time**

If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

**33. Penalty clause**

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. The maximum amount of penalty shall be 10% The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.

**34. Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited;
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

**35. Force Majeure**

In Case of any dispute, the courts in Jammu (J&K) only shall have the jurisdiction.

**36. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such

termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

**37. Termination for Convenience**

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

**38. Settlement of Disputes**

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order or contract is issued i.e. Jammu

Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

**38. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction

**39. Notices**

Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address

**40. Taxes and Duties**

For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, Income Tax etc.) wherever applicable.

**41. Right to use Defective Goods**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.



**42. Protection against Damage**

The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- (a) Voltage 230 volts – Single phase/ 415 V 3 phase (+\_ 10%)
- (b) Frequency 50 Hz.

**43. Site preparation and installation**

The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.

**44. Import and Export Licenses**

If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining a necessary license in India.

If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.

**45. Risk Purchase Clause**

If the supplier fails to deliver the goods within the maximum delivery period specified in the Purchase Order, Director, IIIM may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to Director, IIIM for any excess costs incurred for such similar goods or services.

The Director, IIIM, Jammu reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

As per compulsory Enlistment Scheme of the Deptt. Of Expenditure , Ministry of Finance , it is compulsory for India agents , who desire to quote directly on behalf of their foreign principals , to get themselves enlisted with DGS&D. Any bid submitted by the Indian agents who are not enlisted with DGS&D will be summarily rejected.

**DETAILED SPECIFICATIONS**

Annexure – I

**Specifications for the development and supply of tablet formulation of IIIM-0862-A001 (enriched fraction)**

1. Development of prototypes formulation of IIIM-0862-A001 (enriched fraction)
2. Preformulation studies & formulation R&D
3. Compatibility studies with the Excipients
4. Finalization of composition
5. Characterization and evaluation of enteric coated tablets [weight variation, hardness, friability, thickness, dissolution (gastric & intestinal pH), disintegration (gastric & intestinal pH), assay, related substance etc]
6. Optimization of the formulation
7. Manufacturing process and flow chart (Master Manufacturing formula)
8. In process specifications for drug product (Density, flow properties, LOD & assay of blend/granulation).
9. Process validation
10. Specifications for finished product (Release) test and procedure
11. Justifications for specifications
12. Certificate of analysis (COA) of respective batches
13. Stability specification
14. Analytical method validation protocol & reports. The methods which are to be intended use.
15. Packing material identification/pack presentation &Product package interaction studies and stability studies (HDPE bottles with a plastic safety screw cap. Each bottle will contain 60 tablets)

16. Supply of three batches of enteric coated tablets (Each batch should contain 200 number of enteric coated tablets of 300mg & 600mg strength each.)
17. Supply of 250 placebo tablets of 300 mg and 600mg each.
18. Batch Packing record
19. Compilation of the data
20. Report submission

***Conditions:***

- The facility should have GMP certification from local regulatory authority.
- The quoting firm should have completed atleast three similar kind of works.
- Three batches of IIM-0862-A001 (enriched fraction) will be provided by IIM.
- The work should be completed within 2 months after the receipt of IIM-0862-A001 (enriched fraction) from us. Any delay would evoke a penalty of 0.5% per week (maximum upto 10%)

**Stores & Purchase Officer**

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**

Name of the Bidder \_\_\_\_\_

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

1	2	3	4	5	6*		7*		8*		9*		10	11
S.N	Item Description	Country of Origin	Unit	Quantity	Unit Price		Total Price(5X6)		Charges for Insurance & transportation to port/ place of destination		Total Price (7+8)		Indian Agents Commission as a percent of FOB/FCA price included in the Quoted price	Appx. Shipment weight and volume
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF	CI P		

Note:

Currency \_\_\_\_\_

Total Bid Price in Foreign Currency \_\_\_\_\_  
(in words)

Indian agents name & address \_\_\_\_\_

Installation, commissioning & training charges, if any \_\_\_\_\_ (c) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA**

Name of the Bidder \_\_\_\_\_ Tender No. \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11
Ssl no	Item Description	Country	Unit	Quantity	Ex-Works, Ex-warehouse, Ex-showroom off the shelf price (inclusive of all taxes already paid)	Total price Ex-works, Ex-warehouse, Ex-show off the shelf price (inclusive of all taxes already paid)	VAT & other taxes like excise duty payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges for inland transportation, insurance up to Lab./Instt.	Installation, commissioning and training charges, if any

Total Bid price in foreign currency \_\_\_\_\_ (In words)

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**Bidder Information Form**

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for bids]

Page 1 of \_\_\_\_\_ pages

01	Bidder's Legal Name [insert Bidder's legal name]
02	In case of JV, legal name of each party: [insert legal name of each party in JV]
03	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04	Bidder's Year of Registration: [insert Bidder's year of registration]
05	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_ Business Address \_\_\_\_\_

**MANUFACTURERS' AUTHORIZATION FORM**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To: *[insert complete name and address of Purchaser]*

**WHEREAS**

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract. We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*