



GOVERNMENT OF ANDHRA PRADESH

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Web Site : <https://tender.approcurement.gov.in>

TENDER DOCUMENT

FOR

Procurement of CRP and S. Ferritin Kits for AU 480 Chemistry Analyser to various Government Hospitals in AP with one year Rate Contract (Short Tender)

Tender Notice No. : 1.4/APMSIDC/EE(D)/2020-21, Dt: 08.06.2020.

Name of the Agency :
.....
and Address
.....
.....

Implementing Agency :
ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION
(Formerly APMHIDC)
(AN ENTERPRISE OF GOVT. OF A.P.)
2nd Floor, Plot No:09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503.

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SECTION - I: Invitation for Bids (IFB)

INTRODUCTION

- 1.1. The Andhra Pradesh Medical Services & Infrastructure Development Corporation – APMSIDC (formerly APMHIDC) (Tender Inviting Authority) is a fully owned Government of Andhra Pradesh for providing services to the various health care institutions under the Department of Family Welfare and Health. One of the key objectives of the APMSIDC is to act as the central procurement agency for all essential drugs and equipments for all health care institutions (hereinafter referred to as user institutions) under the department. The corporation has also been entrusted with the setting up and running of all kinds of modern Medical and Paramedical or medical based ancillary facilities such as hospitals, pathological labs, diagnostic centres, x-ray/scanning facilities.
- 1.2. In this tender, the lowest price is the sole criteria for selecting the supplier. The two-bid system, which is followed, has been designed to eliminate those equipments which do not match the technical specifications, and to eliminate firms that do not have the financial or technical capability to provide after sales support for a period mentioned in the tender document.
- 1.3. It may be noted that the Corporation is not the agency finalizing the requirements of testing kits and their technical specifications. These parameters are finalized by the user institutions and funding agencies and forwarded to the corporation for procurement. On our side, we ensure that the technical specifications are not biased towards a particular equipment/firm, through consultations during the pre-tender meetings with the prospective tenderers. Amendments in the terms and conditions of the tender documents may be resorted to on the basis of expert advice to see that more than one firm qualifies for the final round. Technology specific specifications/conditions and entertaining direct purchase will be undertaken, if and only if, the user agency certifies the testing kit required is of proprietary nature.
- 1.4. Every paisa spend by the corporation is public money and hence accountable. Therefore, after sales service have to be given paramount importance. Corporation will be dealing with defaulters in these fronts with a firm hand, which may lead to black listing and recovery of damages. We request our valuable suppliers to avoid such unpleasant situations.

It is also essential while dealing with public money that utmost transparency has to be maintained in the procurement of the corporation. All decisions will be published from time to time on our website www.msidc.ap.nic.in. The Corporation will uphold the fundamental 'right to be heard' enshrined under the Constitution of India and will take harsh decisions only after providing opportunity for hearing/submission of facts. Tenderers could prefer appeal to the government against all decisions of the corporation. Tenderers could prefer appeal to the government against all decisions of the corporation.

GOVERNMENT OF ANDHRA PRADESH

**ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT
CORPORATION (APMSIDC)**

Short Tender Notice. 1.4/APMSIDC/EE(D)/2020-21 Dt: 08.06.2020.

1. Bids are invited on the e-procurement platform for procurement of **CRP and S. Ferritin Kits for AU 480 Chemistry Analyser** as described in the Section V- Schedule of Requirements from the eligible manufacturers/Distributors. The details of bidding conditions and other terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e. <https://tender.apecurement.gov.in>.
2. Bidders would be required to register on the e-Procurement market place "www.eprocurement.gov.in" and submit their bids online. On registration with the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their bids online.
3. The bidders need to scan and upload the required documents as per the Check list given in **Annexure X**. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the bids on line. The self attested copies of all these uploaded documents of technical bid, signed undertaking of tenderer may be submitted off line to **Managing Director, APMSIDC, Mangalagiri, Guntur on or before the next day of the last date of submission of bids**. The Corporation will consider only the bids submitted through on-line over the copies of the paper based bids.
4. a) The participating bidder/s will have to pay tender processing fee (non-refundable) for the amounts specified in the Schedule of Requirements (Section –IV), through online or in the form of Demand Draft drawn in favour of Managing Director, APMSIDC, Guntur.

b) **Further the bidder/s shall furnish, as part of it bid, the Bid security for the amounts specified in the Schedule of Requirements (Section –IV) to be paid online or** in the form of crossed Demand Draft drawn in favour of Managing Director, APMSIDC, Guntur along with bids. The bidders should note that the local MSME units are exempted from payment of E.M.D, subject to the production of necessary documentation to that extent by them.

c) Further all the participating bidders have to electronically pay a non-refundable transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.

d) APMSIDC will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with APMSIDC was found poor due to delayed and/or erratic supplies and those with frequent product failures, and also against whom there have been adverse reports of **Sub-Standard Quality** of supplies, as defined in the other parts of the Bidding document.

e) **“Complaint/s:** Any complaints/representation regarding tender will be entertained only after depositing of Rs. 25,000/- in form of Demand Draft in the name of Managing director, APMSIDC, Mangalagiri, Guntur. Subsequently necessary action will be taken by the Managing Director and decision of Managing Director will be binding upon the complainant. If the complaint turns out to be false or invalid the amount will be forfeited. The amount shall be refunded if after scrutiny the complaint is found to be true. No further complaint/representation from the same complainant for the same tender will be entertained. If the complaint or allegation made is found to be false or baseless and without any valid point, the tender inviting authority in its discretion, can prevent / blacklist / declare ineligible, such bidder from participating in its procurement process, either indefinitely or for a stated period of time.”

5. **Period of Delivery:** 10 Days from the date of receipt of the Notification of Award (Purchase Order) of Contract. The delivery terms include the total time given for supply of items to the destination.

Time Limits prescribed

| Sl. No | Activity | Time Limit |
|--------|---|---|
| 5.1.1. | Delivery period | 10 days from date of Purchase Order issue |
| 5.1.2 | Submission of Performance Security and entering into contract | 10 days from the date of issuance of Supply Order/notification of award |
| 5.1.3 | Payment Installments of Price of equipments and ratio | Two Installments and in the ratio 90:10 90% after receipt of items at destination and remaining 10% after consumption of kits or 2 months whichever is earlier |
| 5.1.4 | Tender period | Rate contract valid for one year from date of contract agreement. The bidder should supply for whole one year in the quoted price |

6. **Bidders eligibility and qualifications: Defined at Clause 13 of Instructions to Bidders (Section II) and Qualification Criteria (Section-III)**

7. **Details of Tender Process:**

| | | |
|----|---------------------------------|--|
| 1. | Downloading of documents | from 12-06-2020 to 19-06-2020 up to 01:00 PM |
| 2. | Queries up to | 14-06-2020 @ 01:00 PM |
| 2. | Due date for Receipt of tenders | 19-06-2020 up to 01.00 P.M |

| | | |
|----|--|----------------------|
| 3. | Time and date of opening of technical Bids | 19-06-2020 @ 1.30 PM |
| 4. | Time and date of opening of financial bids | 19-06-2020 @ 5.00 PM |

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of M/s Vupadhi Techno Services Pvt. Ltd. (e-procurement) at their e-mail address: eprocsupport@vupadhi.com or on the mobile nos.: 7337318402, 9959654764, 9347715628, 8919458857, 7416805449, 8919880420 (Due to COVID 19 Lock down support will be through mobile numbers from 9AM to 6:30PM)

8. Procedure for Bid Submission

- a. The Tenderers/Bidders who are desirous of participating in e-procurement shall submit their Technical bids, price bids etc., in the Standard formats prescribed in the Tender documents, displayed at e-procurement market place.
- b. The bidders shall sign on all the statements, documents, certificates, uploaded by them, owning responsibility for their correctness / authenticity.
- c. The hard copies of all the uploaded Technical, to be self attested.
- d. The Corporation shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.
- e. The Corporation will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online.

9. Important Instructions to the Bidders:

- 9.1 The Corporation will be dealing with the defaulters with firm hand, which may lead to blacklisting for a specified period in addition to levying penalties.
- 9.2 In case of complaints on the quality of the products supplied, bills will be withheld till receipt of satisfactory reports. Further:
 - If one item of any Supplier is found of 'Sub-Standard Quality' during the Contract period, then that particular item will be blacklisted for a period of (3) three years immediately succeeding the Contract year

- If two items of any Supplier are found of 'Sub-standard Quality' during the Contract period, then Supplier will be blacklisted for a period of (3) three years immediately succeeding the Contract year
- 9.3 The Corporation will blacklist the Supplier, who is declared as 'Undependable for two (2) items or in two (2) instances during the Contract period, for a period of one year immediately succeeding the Contract year apart from taking other penal actions under the Contract.
- 9.4 The decision of the Managing Director, APMSIDC, or any officer authorized by him in respect of the quality of the supplied Equipment and other goods etc., shall be final and binding.
- 9.5 No claims shall be allowed against the APMSIDC in respect of interest on Earnest Money Deposit or on Security Deposit or late payments.
- 9.6 Savings Clause: No suit, prosecution or any legal proceedings shall lie against APMSIDC or any person for anything, which is done in good faith or intended to be done in pursuance of bid.

SECTION - II : Instructions to Bidders

TABLE OF CLAUSES

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A. Introduction

1. Source of funds:

The funds are made available by the State Government of Andhra Pradesh, to the Managing Director, APMSIDC Scheme wise towards the procurement processed under this tender notification.

2. Eligible Bidder

2.1 This invitation for Bids is open to all Manufacturers or their authorized distributors, who fulfill the eligibility criteria mentioned in the Clause 13 and who meet qualification criteria mentioned in the Section III.

3 Eligible Goods and services

3.1 All testing kits/items to be supplied under the contract shall have their origin in eligible source country. The testing kits shall meet the requirements as specified in the Technical Specifications.

3.2.. For purpose of this clause, "origin" means the place where the items are produced. The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of bidding.

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Managing Director, APMSIDC, Mangalagiri, Guntur here in after referred to as " the purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders;
- (b) General conditions of contract;
- (c) Special conditions of contract;
- (d) Schedule of requirements;
- (e) Technical specifications;
- (f) Bid form and price schedules;
- (g) Bid security form;
- (h) Performance security form.
- (i) Firm Registration/manufacturer license
- (j) Performance statement form.
- (k) Declaration Form
- (l) Check List of the documents uploaded on e-platform as part of the bid

5.2 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 bidders risk and may result in rejection of its bid.

6. Clarification of bidding documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the purchaser in writing at the purchasers mailing address indicated in the Invitation for bids. The purchaser will respond in writing to any request for clarification of the Bidding documents received in the first two days of the tender notice prescribed by the purchaser. The purchaser's response (including an explanation of the query but without identifying the source or inquiry) will be sent to all prospective bidders through mail or e-procurement portal.

7. Amendment of bidding documents

7.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the bidding documents by amendment.

7.2 The amendment will be notified online.

7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of bids

8. Language of Bid.

8.1. The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents comprising the bid

9.1 The bid prepared by the bidder shall comprise the following components:

1. Technical Bid:

- (a) A Bid form completed in accordance with clause 10
- (b) Documentary evidence established in accordance with 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 clause 14 that the items to be supplied by the Bidder are eligible items confirm to the Bidding Documents; and
- (d) Bid security furnished in accordance with clause 15.

2. The Price Bid completed in accordance with clauses 11 and 12.

10. Bid Form

10.1 The Bidder shall complete the bid form provided in the Bidding documents, indicating for the items to be supplied, brief description of the items, their country of origin and quantity and other declaration statements.

11. Bid prices.

11.1 The Bidder shall indicate on the appropriate price schedule, made available in the e-procurement platform and a model format is also attached to these documents, the unit prices and total bid prices of the goods it proposes to supply under the contract, for each item separately. The unit prices shall be rounded off to nearest Indian rupee. The bidder may quote one or more items for which copy of necessary documents, wherever necessary have to be produced along with the bid.

11.2. Prices indicated on the price schedule shall be entered separately in the following manner:

- (i) The price of the items, quoted ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales and other taxes including transportation till the final destination, and all incidental charges associated with the contract.

(ii) Deleted

11.3 The Bidder's separation of the price components in accordance with para 11.2 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.

11.4 Fixed Price. Price quoted by the Bidder shall be fixed during the Bidder's contract period and not subject to variation except for any changes made by the Statute in respect of local taxes. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to clause 24.

12. Bid currencies.

12.1 Prices shall be quoted in Indian Rupees; Bids quoted other than Indian currency will be rejected.

13. Documents Establishing Bidder's Eligibility and Qualifications.

13.1 Pursuant to clause 9, 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 eligibility to bid shall establish to the purchaser's satisfaction that the bidder, at the time of submission of the bid, is an eligible bidder as defined under clause 2.

13.3 The documentary evidence of the Bidders qualifications to perform the contract if its bid is accepted, shall establish to the purchaser satisfaction;

- (i) Copy of the GST Certificate and Details of IT Returns- PAN / TIN copies
- (ii) The details in compliance to the Qualification Criteria (Section III).

13.4 The check list for the details of documents to be submitted is given at Annexure X

14. Documents Establishing Goods Eligibility and conformity to bidding documents.

14.1 Pursuant to clause 9 the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding document of all goods and services which the bidder proposes to supply under the contract.

14.2 The documentary evidence of the items eligibility shall consist and of statement in the price schedule on the country of origin of the items offered which shall be confirmed by a certificate of origin at the time of shipment.

14.3 The documentary evidence of the items conformity to the bidding documents may be in the form of literature, drawings and data, and shall furnish:

- (a) A detailed description of the items with essential technical and performance characteristics

- (b) A clause by clause commentary on the purchaser technical specifications demonstrating the items substantial responsiveness to those specifications or statement of deviations and exceptions of the Technical specifications.

14.4 For purpose of the commentary to be furnished pursuant to clause 14.3 above, the bidder shall note that standards for material and items, and references to brand names or catalogue numbers designated by the purchaser in its technical specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand name and / or catalogue numbers in its bid, provided that it demonstrates to the purchasers satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical specifications.

15. Bid security

15.1 Pursuant to Clause 9, the Bidder shall furnish, as part of it bid, the Bid security for the amounts specified in Section IV.

15.2 The bid security is required to protect the purchaser against risk of bidders conduct which would warrant the security forfeiture, pursuant to clause 15.7

15.3 The bid security shall be in Indian Rupees and shall be in DD/BG/online only.

15.4 Any bid not secured in accordance with para 15.1 and 15.3 above will be rejected by the purchaser as non-responsive pursuant to clause 24.

15.5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser pursuant to clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidders executing the contract, pursuant to clause 34 and furnishing the performance security pursuant to clause 35.

15.7 The bid security may be forfeited;

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
- (b) In case of successful Bidder, if the Bidder fails;
 - (i) to sign the contract in accordance with clause 34; or
 - (ii) to furnish performance security in accordance with clause 35.

If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited.

16. Period of validity of Bids.

- 16.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the purchaser pursuant to Clause 19.1. A bid valid for shorter period may be rejected by the purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidders consent to an extension of the period of validity the request and the responses thereto shall be made in writing (or by mail). The bid security provided under clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security.

17. Format and signing of Bid.

- 17.1 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. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors and made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of bids.

- 18.1 The bids shall be uploaded (submitted) electronically, as described in the tender document.
- 18.2 The Bids shall be addressed to the purchaser at the following address:

The Managing Director, APMSIDC, 2nd Floor, Plot No:09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503.

19. Deadline, for submission of bids.

- 19.1 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with clause 7, 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. Deleted

21. Modification and Withdrawal of Bids.

21.1 No bid may be modified subsequent to the deadline for submission of bids.

21.2 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 on the Bid form. Withdrawal of bid during this interval may result in the Bidders forfeiture of its bid security, pursuant to Clause 15.7

E. Bid Opening and Evaluation

22. Opening of Bids by Purchaser

22.1 The Purchaser/or his authorized representative will download the technical bids as mentioned in the tender document.

22.2 The Financial Bids of the Technically responsive bidder would be downloaded subsequently from the e-platform, once the technical evaluation is completed.

23. Clarification of Bids.

23.1 To assist in the examination, evaluation and comparison of bids the purchaser may at his discretion, ask the Bidder for clarification of his bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

24. Technical Evaluation (Preliminary Examination and Pre-Qualification)

24.1 The purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Prior to the financial evaluation, pursuant to clause 26, the purchaser will determine the responsiveness of each bid to the bidding documents. For purposes of these clauses, a responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.3 Further the purchaser will determine to his satisfaction whether the Bidder is qualified to satisfactorily perform the contract. The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder pursuant to clause 13 as well as such other information as the purchaser deems necessary and appropriate.

24.4 An affirmative determination will be prerequisite for the opening of the financial bids. A negative determination will result in rejection of the Bidder's bid.

- 24.5 A bid determined as not substantially responsive will be rejected by the purchaser.
- 24.6 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 24.7 The Preliminary Evaluations of the bidders are kept available at APMSIDC website <http://msidc.ap.nic.in>

25. Deleted.

26. Evaluation and comparison of Bids.

- 26.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to clause 24 for each schedule separately.
- 26.2 The purchaser's evaluation of a bid will take the final quoted price which is inclusive of all import duties, taxes, transportation to the destination, insurance for the transit period etc.

27. Deleted

28. Contacting the purchaser.

- 28.1 Subject to clause 23, no Bidder shall contact the purchaser on any matter relating to the bid, from the time of the bid opening to the time, the contract is awarded.
- 28.2 Any effort by a Bidder to influence the Purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidders bid.

F. Award of Contract

29. Post - Qualification

Not Applicable

30. Award Criteria

- 30.1 Subject to clause 32, the purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 30.2 After the conclusion of Price Bid opening, the rates offered by bidders for each product are evaluated and lowest acceptable rate (L1 Rate) arrived at is declared and that bidder is informed.
- 30.3 If two or more than two bidders are declared as L1 for the same item(s), such bidders are eligible for contract agreement and the placement of Purchase Orders for such

item(s) for which they are declared as lowest. Placement of order shall be shared equally amongst these bidders subject to their capacity.

30.4 APMSIDC reserves the right to purchase from other bidders if these bidders are willing to supply at L1 rate.

30.5 APMSIDC can issue total quantity to L1 bidder or portion of quantity to other bidders. The purchase order shall be issued to L1 bidder and other bidders for L1 rate simultaneously as per discretion of APMSIDC depending upon requirement.

31. Purchaser's right to vary quantities at Time of Award

31.1 The purchaser reserves the right, at the time of award of contract to increase or decrease to any extent of the quantity specified in the schedule of requirements without any change in price or other terms and conditions.

32. Purchaser's right to accept any Bid and to reject any or all Bids.

32.1 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 award of contract, without there by incurring any liabilities to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

33. Notification of Award.

33.1 Prior to the expiry of the period of the bid validity, the purchaser will notify the successful Bidder in writing by registered letter or cable or telex, duly confirming that the bid has been accepted.

33.2 The notification of award will constitute the formation of the contract.

33.3 Upon the successful Bidder's furnishing of performance security, pursuant to clause 34, the purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to clause 15.

34. Signing of contract

34.1. Within 10 days of receipt of the notification of award the successful Bidder shall sign the contract.

35. Performance security

35.1 Within 10 days of the receipt of notification of award from the purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the Bidding documents or another form acceptable to the purchaser and signs the agreement.

35.2 Failure of the successful Bidder to comply with the requirement of clause 34 shall constitute sufficient grounds for the 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.

36 Fraud and corruption

36.1 It is the **purchaser's** policy that requires that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the **purchaser**;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) **“obstructive practice”** is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause 36.2 (d) below.

36.2 The purchaser may, without prejudice to other terms of the bidding:

(a) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(b) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

- (c) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors and to have them audited by auditors appointed by the Purchaser.

SECTION – III: Qualification Criteria

I. Terms of Qualification:

- a) The item must have necessary approved quality certifications for the items mentioned in the tender document
- b) In case manufacturer is bidding for the project, the manufacturer should have valid manufacturing license/Licenses from statutory body of concerned Central/State Government or any authorized agency.
- c) In case authorized distributor is bidding for the project, the authorized distributor should have valid authorization certificate for distribution of quoted item from original manufacturer.
- d) The Bidder shall have an Avg. annual turnover in the last three financial years of not less than the amount specified against each item in the Section IV and also to have a positive net worth as per the latest Annual Accounts.
- e) Items should be valid European CE / USFDA certified

II. Terms of Disqualification:

1. The Bidders who has withdrawn their bids in any of the previous tenders of APMSIDC
2. A bidder who is placed on the black-list by either APMSIDC or by any other State /Central government's department or organization in the last 3 years
3. The bidder who has been declared as 'undependable supplier' for two (2) items or in two (2) instances in the last one year by the APMSIDC and
4. The bidders against whom there have been reports of substandard quality are liable for disqualification.

Note: In all the above cases, the disqualification cut-off date will be till the contract is signed

- III. Not with standing anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the purchaser deciding on award.

SECTION IV: Schedule of Requirements and Technical Specifications

| Sl. No. | Item Name | Qty | EMD (in Rs.) | Average Annual turnover of the Authorized Bidder in the last three years i.e. 2016-17, 2017-18, 2018-19 (INR) |
|---------|--|------|--------------|---|
| 1. | CRP Kit for AU 480 Chemistry Analyzer | 5000 | 3,25,000 | 2,50,00,000 |
| 1.a | Serum Protein Multi Calibrator AU 480 Chemistry Analyzer | 11 | | |
| 2. | Ferritin Kit AU 480 Chemistry Analyzer | 5000 | | |

Processing fees: The participating bidders will have to pay tender processing fee (non-refundable) of Rs. 5,725/- through online or in the form of Demand Draft in favour of MD APMSIDC, Mangalagiri.

Note:

1. The above mentioned quantity is only tentative. The Purchaser shall place purchase order based on the requirement.
2. To allow the authorized distributors duly obtaining an agreement/ MOU from the Manufacturer for binding on supply services and on agreement executed by the authorized distributor with the Corporation. Further an undertaking from Manufacturer to take responsibility in case of authorized distributor's failure in performing the Contractual Obligations also may be obtained.

Technical Specifications

| Sl. No. | Description |
|----------------|--|
| 1. | CRP Kit for AU 480 Chemistry Analyzer |
| 1.a | Serum Protein Multi Calibrator AU 480 Chemistry Analyzer |
| 2. | Ferritin Kit AU 480 Chemistry Analyzer |

Supply destination:

The above items have supply to various Government Hospitals in Andhra Pradesh.

SECTION V: General Conditions Of Contract

TABLE OF CLAUSES

| <u>Clause Number</u> | <u>Topic</u> |
|-----------------------------|---|
| 1. | Definitions |
| 2. | Application |
| 3. | Country of Origin |
| 4. | Standards |
| 5. | Use of contract Documents and Information |
| 6. | Patent Rights |
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| 8. | Inspection and Tests |
| 9. | Packing. |
| 10. | Delivery and Documents |
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| 12. | Transportation |
| 13. | Incidental services |
| 14. | Spare Parts |
| 15. | Warranty |
| 16. | Payment |
| 17. | Prices |
| 18. | Change Orders |
| 19. | Contract Amendments |
| 20. | Assignment |
| 21. | Subcontracts |
| 22. | Delays in suppliers Performance |
| 23. | Liquidated Damages |
| 24. | Termination for Default |
| 25. | Force Majeure |
| 26. | Termination for Insolvency |
| 27. | Termination for convenience |
| 28. | Resolution of Disputes |
| 29. | Governing Languages |
| 30. | Applicable Law. |
| 31. | Notices |
| 32. | Taxes and Duties. |

1. Definitions

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

- (a) "The contract" means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by references therein.
- (b) "The Contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all the items which the supplier is required to supply to the purchaser under the contract.
- (d) "Services" means services ancillary to the supply of the items, such as transportation, insurance and any other incidental services & provision of technical assistance, training and other obligations of the supplier covered under the contract.
- (e) "An undependable Supplier/s' under contract means any Supplier who do not accept the purchase order or who delays the supply of required quantities beyond the permitted delays with liquidated damages
- (f) "The Purchaser or Corporation" means the APMSIDC, the purchasing agency
- (g) "The Supplier" means the individual or firm supplying the goods under this contract.
- (h) "The Government" means the Government of Andhra Pradesh or its authorized representatives
- (i) "The Project Site", where applicable means the place or places named in Schedule of Requirements
- (j) "The End-User" means the authorized user of the items/the Medical Superintendent/Head of the Department of the concerned specialty.
- (k) "Day" means calendar day
- (l) "Delivery period" means the period applicable up to completion of supply, and the training of the staff if any, by the supplier at the Project site and accepted by the Purchaser or its representative

2. Application

2.1. These General conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. Country of Origin: Deleted.

4. Standards

- 4.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical specifications and when no applicable standard is mentioned the authoritative standard appropriate to the goods country of origin shall be followed and such standard shall be the latest issued by the concerned institution.

5. Use of contract documents and Information

- 5.1 The supplier shall not without the purchaser's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchasers prior written consent make use of any document or information enumerated in para 5.1 except for purposes of performing the contract.
- 5.3 Any document other than the contract itself enumerated in para 5.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the suppliers performance under the contract if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark for industrial design rights arising from use of the goods or any part thereof in India.

7. Performance Security

- 7.1 Within 15 days after the supplier's receipt of notification of award of the contract, the supplier shall furnish performance security to the purchaser for the amount specified in the special conditions of contract.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract
- 7.3 The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A bank guarantee [in favour of Managing Director, APMSIDC, Guntur] issued by any scheduled commercial bank located in India acceptable to the purchaser and in the form provided in the Bidding documents or in any other form acceptable to the purchaser: or.

(b) A Banker's cheque or Demand Draft in favour of Managing Director, APMSIDC, Guntur.

7.4 The performance security shall be returned after the end of rate contract period.

8. Inspections and Tests.

8.1 The purchaser or his representatives shall have the right to inspect and / or to test the Goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted in the premises of the supplier at point of delivery and/or at the goods final destination. Where conducted on the premises of the supplier all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

8.3 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make alternatives necessary to meet specifications, requirements free of cost to the purchaser.

8.4 The purchasers right to inspect test and where necessary reject the goods after the goods arrival at site and shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment from the country of origin.

8.5 Nothing in clause 8 shall in any way release the supplier from any other obligations under this contract.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration where appropriated the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements, as shall be provided for in the contract and subject to clause 18 and any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the supplier in accordance with the terms specified by the purchaser in the Notification of Award.

11. Insurance

The goods supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the special conditions of contract.

12. Transportation

12.1 The supplier is required to deliver the goods to the destinations specified in the contract and the cost thereof shall be included in the contract price.

12.2 The transportation of the Goods after the delivery at the final destination shall be the responsibility of the Purchaser.

13. Incidental services.

13.1 The supplier is required to provide the following services, including additional services, if any, specified in SCC:

(a) Training of the users as required

14. Deleted

15. Deleted

16. Payment

16.1 The method and conditions of payment to be made to supplier under the contract shall be specified in the special conditions

16.2 The Suppliers request (s) for payment shall be made to the purchaser in writing accompanied by an invoice describing as appropriate the goods delivered and the services performed and by shipping document, submitted pursuant to clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser within sixty (60) days of submission of the invoices / claims by the supplier duly furnishing the certificate specified in the bid document from the competent authority.

16.4 Payment shall be made in Indian Rupees.

16. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not with the exception of any price adjustments authorized by the special conditions of contract, vary from the prices quoted by the supplier in its bid.

17. Change Orders

- 18.1 The Purchaser may at any time by written orders given to the supplier pursuant to clause 31 , make changes within the general scope of the contract in any one or more of the following;
- (a) specifications where goods to be furnishing under the contract are to be specifically manufactured for the purchaser;
 - (b) the method of shipping or packing;
 - (c) the place of delivery; or
 - (d) the services to be provided by the supplier;
- 18.2 If any such changes causes an increase or decrease in the cost of or the time required for the suppliers performance of any part of the work under the contract, whether changed or not changed by the order, 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 thirty (30) days from the date of the suppliers receipt of the purchasers change order.

18. Contract Amendments

- 19.1 Subject to clause 18, no variation in an modification of the terms of the contract shall be made except by written amendment signed by the parties.

19. Assignment

- 19.2 The supplier shall not assign in whole or in part, its obligations to perform under the contract, except with the purchasers prior written consent.

20. Sub-contracts

- 21.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

22. Delays in the suppliers performance

- 22.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its schedule of requirements.
- 22.2 Any unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier liable for any or all of the following; i.e. forfeiture of its performance security, imposition of liquidation damages and or termination of the contract for default.
- 22.3 If at any time during the performance of the contract, the supplier or its subcontractor (s) should encounter performance of the services the supplier shall promptly notify the

purchaser in writing of the fact of the delay its likely duration and its causes. As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may at its discretion extend the suppliers time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

23. Liquidated Damages

23.1 Subject to clause 25, if the supplier fails to deliver any or all of the goods within the time period specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, an amount as specified in the SCC for the period of delay, until actual delivery or performance, up to a maximum deduction of **10 percent of the total contract value**. Once the maximum is reached, the purchaser may consider termination of the contract.

24. Termination for Default

24.1 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 time periods specified in the contract or any extension thereof granted by the purchaser pursuant to clause 22; or
- (b) if the supplier fails to perform any other obligations under the contract.

24.2 In the event the purchaser terminates the contract in whole or in part, 24.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar Goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

26. Force Majeure

25.1 Notwithstanding the provisions of clauses 22,23,24, the supplier shall not be liable for forfeiture of its performance security liquidated damages or termination or default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

25.2 For purposes of this clause "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for Insolvency.

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent, 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.

27. Termination for convenience.

27.1 The purchaser may by written notice sent to the supplier terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchasers convenience the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

27.2 The goods that are complete and ready for shipment within 30 days after the suppliers receipt for notice of termination shall be purchased by the purchaser and the contract terms and prices. For the remaining goods the purchaser may elect.
(a) to have completed and delivered at the contract terms and prices; and / or
(b) to cancel the remainder and pay to the supplier and agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

28. Resolution of Disputes

28.1 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.

28.2 If after thirty (30) days from the commencement of such informal negotiations the purchaser and the supplier have been unable to resolve amicably contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the special conditions of contract. These mechanisms may include but are not limited to conciliation, mediation by third party justification in an agreed national or international forum and / or international arbitration. The mechanism shall be specified in the special conditions of contract.

29. Governing Language

29.1 The contract shall be written in English language, as specified by the purchaser in the instructions to bidders. Subject to clause 30, English language version of the contract shall govern

30. Applicable law

30.1 The contract shall be interpreted in accordance with the laws of the union of India and the legal jurisdiction is Vijayawada

31. Notices

- 31.1 Any notices given by one party to the other pursuant to the contract shall be sent in writing and confirmed in writing to the address specified for that purpose in the special conditions of the contract. A notice shall be effective when delivered or on the notices effective date, whichever is later.

32. Taxes and duties

- 32.1 The rates quoted by the bidder shall be deemed to be inclusive of the sales and other taxes that the bidder will have to pay for the performance of this contract, at the prevailing rates notified by the Government. The purchaser will perform such duties in regard to the deduction of such taxes at source as per applicable law.

SECTION - VI: Special Conditions of Contract

TABLE OF CLAUSES

(The corresponding clause number of the General condition is in parenthesis)

| <u>Item. No.</u> | <u>Topic.</u> |
|-------------------------|--|
| 2. | Definitions (Clause - 1) |
| 3. | Country of Origin (Clause -3) |
| 4. | Performance security (Clause 7) |
| 5. | Inspection and Tests (Clause 8) |
| 6. | Packing (Clause-9) |
| 7. | Delivery and Documents (Clause 10) |
| 8. | Insurance (Clause 11) |
| 9. | Incidental services (Clauses 13) |
| 10. | Spare Parts (Clause 14) |
| 11. | Warranty (Clause 15) |
| 12. | Payment (Clause 16) |
| 13. | Prices (Clause 17) |
| 14. | sub-contracts (Clause 21) |
| 15. | Liquidated Damages (Clause 23) |
| 16. | Resolution of Disputes (Clause 28) |
| 17. | Notices (Clauses 31) |
| 18. | Actions against Misconduct of the Supplier |
| 19. | Progress of Supplies |

1. The following special conditions of contract shall supplement the general Conditions of contract. Whenever there is conflict, the provisions herein shall prevail over those of the general conditions of contract the corresponding clause number of the general conditions in parentheses.

2. Definitions (Clause I)

- (a) The Purchaser is : The Managing Director, APMSIDC,
Mangalagiri, Guntur District.
(b) The Supplier is : -----

3. **Country of origin (Clause 3):** All goods and related services to be supplied under the contract / agreement shall have their origin in India or any other country with which India has not banned trade relations.

4. Performance security (Clause 7)

- 4.1 Performance security is 5% of the contract value and shall be valid up to 60 days after the end of rate contract period i.e, one year from date of contract agreement.

- 4.2 Add clause 7.5 to the GCC as the following:

In the event of any contract amendment, the supplier shall within 7 days of receipt of such amendment furnish the amendment to the performance security rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter

5. Inspection and Quality Tests (Clause 8)

The following inspection procedures and tests are required by the Purchaser:

- 5.1 Samples of supplies from each batch will be chosen at the point of dispatch at supplier's site or receipt of supply or distribution/storage points for testing at discretion of Purchaser. Testing charges will be borne by Purchaser for the above purpose.
- 5.2 In the event, if the samples fail in quality tests or found to be not as per specifications, Purchaser is at liberty to make alternative purchase of the item for which the purchase orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the APMSIDC has every right to recover the cost and impose penalty as mentioned in tender document.
- 5.3 The bidder shall allow inspection of the factory at any time after the opening of technical bid and during the entire contract period by a team of Experts/Officials nominated by the Purchaser for the purpose, if required. The bidder shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the item quoted. If Company/Firm does not allow for any

such inspection, their tenders will be rejected. If any such situation arises after placement of contract, the same shall be cancelled at the firm's risk.

6. Packing (Clause 9)

The supplier shall provide packing of the goods to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements, as shall be provided for in the contract and subject to clause 18 and any subsequent instructions ordered by the purchaser.

The Supplier will be required to mark separate packages for each consignee on three sides with proper paint/indelible ink, the following: i. Name of the contract, ii. Contract No., iii. Country of origin of Goods, iv. Supplier's Name and v. Packing of list reference number

7. Delivery and Documents (Clause 10)

- (i) Three copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgement of receipt of goods from the Consignee
- (iii) Manufacture's/Supplier's Factory Test certificate;
- (iv) Acceptance Certificate issued by the End-User
- (v) Inspection Certificate issued by the nominated inspection agency, as applicable

8. Insurance (Clause 11)

The Supplier should insure the goods for the transit till the final supply destination.

9. Incidental Services (Clause 13)

No additional services are required to be provided over the services already covered under clause 13 of GCC.

10. Spare parts: (Clause 14)

Deleted

11. Warranty (Clause 15)

Deleted

12 Payment (Clause 16)

12.1 Payment for goods and services shall be made in Indian Rupees as follows:

- a) 90% of the purchase order value to be paid after the submission of receipt of delivery to the supply destination and acceptance of goods by the end user. The remaining 10% shall be paid after consumption of the supplies or 60 days whichever is earlier.

13. Prices (Clause 17)

- a. Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.
- b. Price is valid for 1 year.

14 Sub-contracts (Clause 21)

Not allowed

15 Liquidated Damages and other penalties (Clause 23)

15.1 For delays

the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of **10% of the total Contract value**. Once the maximum deduction is reached, the Purchaser may consider termination of the Contract.

Beyond 30 days if the PO is not executed, the PO will be deemed to be cancelled and the firm will be declared as undependable. The above LD is limited to maximum of 10% of purchase order value.

15.2 PENALTIES ON ACCOUNT OF QUALITY FAILURE:

If the samples do not conform to prescribed tender standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the supplier within a period of 10 days of the issue of the letter from the Purchaser, Such stock shall be taken back at the expense of the supplier.

The decision of the Purchaser or any officer authorized by him, as to the quality of the supplied item shall be final and binding. In such cases, the Purchaser will be at liberty to terminate, the contract either wholly or in part on 30 days' notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Performance Security Deposit.

Non-performance of any of the contract conditions and provisions will disqualify a firm from participating in the tender for the next 2 years besides forfeiture of Performance Security Deposit.

In case the supplies are not as per the standards, the entire supplied batch value shall be withheld initially till confirmation from an authorized testing agency. If the supplies are found to be sub standard then the entire batch shall be rejected and to be replaced immediately.

In all the above conditions, the decision of the MD, APMSIDC shall be final and binding.

16 **Resolution of Disputes (Clause 28)**

Add as Clauses 28.3 and 28.4 of the GCC the following:

28.3 The dispute resolution mechanism to be applied pursuant to clause 28 of the General Conditions shall be as follows:

- (a) In the 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 dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Supplier or in the case of the said Arbitrators not agreeing, then at the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Arbitration committee of the Indian Council of Arbitration, India. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Arbitration Council of India, India, shall be final and binding on the parties.
- (b) The Indian Arbitration Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

28.4 The venue of arbitration shall be the place from where the Contract is issued.

17 **Notices (Clause 31)**

For the purpose of all notices, the following shall be the address of the purchaser and supplier.

Purchaser: The Managing Director, APMSIDC, 2nd Floor, Plot No:09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503

Supplier: (To be filled in at the time of Contract Signature)

18 **Actions Against the Misconduct of the Supplier**

- 18.1 A Supplier found being supplied similar items with similar tender conditions to any other agency in the country during the validity of the contract with the APMSIDC, at a rate lower than the rate at which they supplied under this tender, the difference amount is liable to be recovered apart from blacklisting the firm for a minimum period of 3 years. The Supplier should furnish undertaking (Annexure-IX) that they will remit the differential cost, if they quote lower rate than the rate quoted to the APMSIDC to any other agency or department or state, during the period of contract.
- 18.2 Any substandard supplies without meeting the quality specifications made under the contract shall also entail blacklisting of the firm for a minimum period of three years for that particular product.
- 18.3 If the bidder fails to demonstrate on asked to do so, of the products quoted with their bid, without any valid or convincing reason to the satisfaction of the Purchaser, the bids for other items offered against the bid notice will not be considered and he may be debarred for a certain period as decided by the Purchaser.

19 Progress of Supply

Supplier shall intimate progress of supply, in writing, to the Purchaser as under:

- Qty offered for inspection and date;
- Qty. accepted/rejected by inspecting agency and date;
- Qty. dispatched/delivered to consignees and date;
- Qty. where incidental services have been satisfactorily completed with date;
- Quantity where replacement effected/completed, on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract.

Annexure-I: BID FORM

(Name and Address of Purchaser)

Date _____

To
The Managing Director,
APMSIDC, Mangalagiri, Guntur.

Contract No. _____

Gentlemen:

Having examined the Bidding Documents including Addenda No. _____ the receipt of which is hereby duly acknowledged, we, the under-signed, offer to supply and deliver _____ in conformity with the said Bidding Documents for the sum as given in the Price Bid (electronically) or such other sums as may be ascertained in accordance with the schedule of prices furnished and made part of this bid.

We undertake, if our bid is accepted, to commence delivery as per the delivery schedule mentioned in the tender document.

If our bid is accepted we will obtain the guarantee of a bank in a sum not exceeding 5% of the Contract price for the due performance of the Contract

We agree to abide by this bid for a period of 90 (Number) days from the date fixed for bid opening under Clause 22 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in India like "The Prevention of Corruption Act 1988"

Until a formal 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 _____

Signature: _____

(in the Capacity of) : _____

Duly Authorized to sign bid for and on behalf of

Annexure – II: GENERAL INFORMATION ABOUT THE TENDERER

| SI.No. | Details Required | |
|--------|---|--------------|
| 1. | Firm Name | |
| | Type of Firm | |
| | Memorandum of Articles as applicable | |
| | Certificate of incorporation | |
| | PAN Number | |
| | TIN Number | |
| | GST NO. | |
| | Date of Inception | |
| | License No. & Date | |
| | Issued By | |
| | Nature of business | |
| 2. | Postal Address of the Company | |
| | Telephone No. | |
| | Fax No. | |
| | E-mail ID | |
| | Alternate E-mail ID | |
| 3. | Name of the Managing Director / Director / Manager | |
| | Mobile No. / Phone No | |
| | E-mail ID | |
| 4. | Name and Designation of the authorized company official | Name: |
| | | Designation: |

| | |
|------------|--|
| Mobile No. | |
| E-mail ID | |

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all the reasons of incomplete or incorrect information, I would not hold APMSIDC responsible. I have read the conditions of the tender and agree to discharge the responsibility expected of me / from the company as a tenderer / successful tenderer.

Company Seal

Signature

Date:

(Name of the person signing & designation)

Place:

Annexure III - FINANCIAL CAPACITY OF THE BIDDER

A. Details of Annual Turnover for Preceding 3 Years.

| | Year 1 (2016-17) | Year 2 (2017-18) | Year 3 (2018-19) | Average Annual Turnover |
|---------------------------------|---------------------|---------------------|---------------------|-------------------------------|
| Turn Over (In Rs. Crores) | | | | |

B. Details of Net Worth

| | Year1 (Last Financial Year i.e. as on 31 st March 2019) |
|--|---|
| Paid up Capital (Rs. Cr) | |
| (Add) Free Reserves (Rs. Cr) | |
| Total Net Worth (Rs. Cr) | |
| <hr/> (Signature of Bid Signatory) Seal of the Firm | |
| Certificate from the Statutory Auditor | |
| This is to certify that(name of the Bidder) has an average annual turnover (in the last three financial years) and Net Worth (in the last financial year) as shown above | |
| Name of Authorized Signatory: | |
| Designation: | |
| Name of firm: | |
| (Signature of the Authorized Signatory) Seal of the Firm | |

Annexure – IV: Design of Logogram

Deleted

Annexure V: Model PRICE Schedules (available on e-procurement Platform)

Information Technology Electro. (P) <https://tenders.approcurement.gov.in/ViewItemFormatIX.html#>

Current Tender Details

| | |
|--|--|
| Tender ID: 1126 | IFB Number / Tender Notice Number: 1/144620/2015-17, Dated: 07.05.2015 |
| Tender Category: PRODUCTS | Tender Evaluation Type: New Item |
| Tender Type: O2% | Estimated Contract Value: 0 |
| Tender Opening Date: 17/05/2016 05:15 PM | IBB Submission Closing Date: 01/06/2015 05:15 PM |

Schedule Details

| | |
|------------------------------|---------------------------------------|
| Schedule Name: Miscellaneous | Schedule Description: Different items |
|------------------------------|---------------------------------------|

Item Details

| | |
|--|--|
| Item Code: Surg001 | Item Name: GRAM STAINING KIT |
| Item Description: As per tender document | Item Specification: As per tender document |

Add / Edit Cost Component Details

| 30 | Component Name | Type | Percentage / Amount |
|------|--------------------------------|------------|---------------------|
| E001 | CST | --SELECT-- | |
| E002 | Customs Duty | --SELECT-- | |
| E003 | Discount | --SELECT-- | |
| E004 | Entry Tax | --SELECT-- | |
| E005 | Excise Duty Including Cess | --SELECT-- | |
| E006 | Freight Charges | --SELECT-- | |
| E007 | Insurance Charges | --SELECT-- | |
| E008 | Other Charges/Levy | --SELECT-- | |
| E009 | Packaging & Forwarding Charges | --SELECT-- | |
| E010 | VAT | --SELECT-- | |

Remarks

| Total Qty Quantity | Offered Quantity (A) | Brand/Make/Model | Basic price Unit (INR) (B) | Basic price Unit's Words | Total Cost Component Unit (INR) (C) | Landed Price Per Unit (B+C) |
|--------------------|----------------------|------------------|----------------------------|--------------------------|-------------------------------------|-----------------------------|
| | | | | | | |

Annexure VI: Bid Security Form

To

The Managing Director
APMSIDC, Mangalagiri, Guntur.

Whereas _____
(hereinafter called "the Bidder" has submitted its bid dated _____
for the supply of _____ (hereinafter
called "the Bid")

KNOW ALL MEN by these presents that WE
_____ of
_____ having our registered
office at _____ (hereinafter called the Bank") are bound
unto

_____ (hereinafter called "the purchaser") in the sum of _____
for which payment will and truly to be made to the said purchaser, the Bank
binds itself, its successors and assigns by these presents. Sealed with the
common Seal of the said Bank this _____ day of
_____.

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the
Bidder on the Bid form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser
during the period of bid validity:

- Fails or refuses to execute the contract form if required
- Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders
- Does not accept the correction of the bid price pursuant to Clause 15.7(c).

We undertake to pay the purchaser up to the above amount upon receipt of its
first written demand, without the purchaser having to substantiate its demand,
provided that in its demand the purchaser will note that the amount claimed by it
is due to owing to the occurrence of one or both of the two conditions, specifying
the occurred condition or conditions.

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

.....(Signature of the Bank)

Annexure VII : CONTRACT FORM

THIS AGREEMENT made the _____ day of _____
between _____ (Name of Purchaser) of
_____ (Country of Purchaser) (hereinafter "the
Purchaser") of _____ one part and
_____ (Name of the Supplier) of
_____ (City and Country of Supplier) (hereinafter
"the Supplier") of the other part.

WHEREAS the Purchaser is desirous that certain items should be provided by the supplier, viz, _____ (Brief description of Goods and Services) and has accepted a bid by the supply of items in the sum of _____ (Contract price in Words and Figures) (hereinafter "the Contract Price").

NOW THIC AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Technical and Price bid of the Supplier
 - (b) The approved Technical Specifications,
 - (c) The General Conditions of Contract,
 - (d) The Special Conditions of Contract, and
 - (e) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the items and to remedy defects therein in conformity in all respects with the provision of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the items and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of items which shall be supplied/provided by the Supplier are as under.

| SL NO. | BRIEF DESCRIPTION TO GOODS & SERVICES | QUANTITY TO BE SUPPLIED | UNIT PRICE | DELIVERY TERMS |
|--------|---------------------------------------|-------------------------|------------|----------------|
| | | | | |
| | | | | |
| | | | | |

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, sealed and Delivered by the

Said _____ (For the supplier)

In the presence of _____

Annexure VIII: PERFORMANCE SECURITY FORM

To

The Managing Director
APMSIDC,
Mangalagiri, Guntur.

WHEREAS _____ (Name of the Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. _____ dated _____ to supply _____ (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we under take to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____.

Signature and seal of Guarantors

Date _____

Address _____

Annexure IX - Declaration Form

I / We having
Our office at read and
understood the terms and conditions contained in the bidding documents under
this notification for bid and offer our bids unconditional, to the extent not stated at
any other part of our bid.

We will not quote or supply the items similar to the ones offered under this
bid notification to any agency or organization in the country, at the rate lower
than the rate quoted in this present tender.

If we found quoting lower rate than the rate quoted to the APMSIDC, to
any other agency in the country during the validity of the present contract, we will
remit the differential cost to the APMSIDC, unconditionally.

Signature :

Date :

Name of the
Firm and address :

Annexure X - Check List of Documents to be Uploaded

I. Documents with the Technical Bid

| Sl. No | Document Description | Documents to be submitted |
|--------|--|---------------------------|
| 1. | Process Fee 5,725/- | Offline |
| 2. | EMD | Online & Offline |
| 3. | Self-certification that firm is not blacklisted/debarred | Online |
| 4. | Scanned copy of valid specifications and certifications of manufacturing product | Online |
| 5. | Scanned copy of valid manufacturing/distributor License for the product duly approved by the Licensing Authority | Online |
| 6. | Authorization of manufacturer in case of dealer/ distributor /importer | Online |
| 7. | Bid Form Annexure I | Online |
| 8. | Details of the tenderer - Annexure II | Online |
| 9. | Financial Capability – Annexure III | Online |
| 10. | Letter of authorization to sign the bid | Online |
| 11. | List of items offered with product and its specifications | Online |
| 12. | Clause-by-clause commentary on technical specifications | Online |
| 13. | Technical and Commercial deviations statements | Online |
| 14. | Copy of the GST Certificate and Details of IT Returns- PAN / TIN copies | Online |
| 15. | All the uploaded Technical bid, to be attested by a Gazette Officer or properly notarized or self attested. | Online |

II. Financial (Price) Bid in the format available with the e-procurement platform

- Please note that the Bidder runs the risk of his bid being rejected if the price schedule contains any conditions.

Notes to Bidders

1. Upload the documents in ZIP format with suitable description as defined above.
2. The scanned documents shall be legible failing which they will not be considered.
3. Sign on all statements, documents, certificates uploaded owning responsibility for their correctness / authenticity.
4. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate
5. The tenderer is subjected to be blacklisted and the EMD forfeited if he is found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance (Please see Corrupt and Fraudulent Practices Clause)
6. All the Bidders are requested to quote with single option only, for the each item offered and please note that bids with multiple options, for any one or all of the items offered, will be rejected by the purchaser as Non-responsive.